

TEXAS

**Request for Proposal
RFP # 9-CSDAV-1126 for
Audio & Visual (AV) Services**



**Procurement & Contract
Services**

2115 West Pike Blvd,

Weslaco TX 78596

solicitations@ideapublicschools.org

Contents

PART I – GENERAL INFORMATION	3
PART II – RFP TIMELINE & INSTRUCTIONS.....	4
PART III – INTRODUCTION & BACKGROUND.....	5
PART IV – SCOPE OF WORK AND SPECIFICATIONS OF THE PROPOSAL	6
PART V – INSURANCE REQUIREMENTS	9
PART VI – PROPOSAL SUBMISSION, REQUIREMENTS & PROVISIONS	10
PART VII – EVALUATION CRITERIA	12
PART VIII – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT	14
PART IX - SUPPLEMENTAL TERMS AND CONDITIONS.....	17
Part X: Required Attachments.....	20
Part XI: APPENDICES.....	35
Appendix A: CSD Venues	36
Appendix B: RFP Completion Checklist	37
Part XII: ADDENDA	38

PART I – GENERAL INFORMATION

Procurement Analyst: Humberto Hinojosa **Contact Email:** solicitations@ideapublicschools.org

Purpose of Request for Proposal (RFP): IDEA Public Schools ("IDEA") is issuing this Request for Proposal ("RFP") to solicit proposals from qualified Audio/Visual (AV) production vendors to provide comprehensive AV equipment, technical labor, production, and event support services for IDEA's 2027 College Signing Day (CSD) events across seven Texas regions: Rio Grande Valley, San Antonio, Austin, El Paso, Houston, Fort Worth, and Midland.

The selected vendor(s) will be responsible for providing all labor, supervision, equipment, materials, supplies, tools, transportation, delivery, freight, travel, and other resources necessary for the successful execution of each event. Responsibilities shall include the transportation and delivery of equipment and materials; loading and unloading; setup, installation, testing, operation, technical support, breakdown, and removal of equipment; and coordination with IDEA and venue personnel regarding venue access, power, rigging, staging, and load-in/load-out requirements.

Services will include, but are not limited to, video projection and camera production, live streaming, concert-grade audio reinforcement, stage and event lighting, power distribution, intercom/communications systems, equipment management, and qualified technical and production personnel. Unless otherwise expressly identified in this RFP as being provided by IDEA or the applicable venue, the selected vendor(s) shall be responsible for providing all equipment, accessories, cables, connectors, rigging, stands, adapters, distribution equipment, backup equipment, and ancillary materials necessary to fully perform the required services.

AV systems must be appropriately designed and scaled to accommodate the specific requirements and audience capacity of each venue, including events of up to 7,000 attendees in Rio Grande Valley, San Antonio, and Austin and up to 3,000 attendees in El Paso, Fort Worth, Houston, and Midland. All equipment must be in excellent working condition, appropriately rated for its intended use, and supported by adequate backup solutions to minimize event disruption in the event of equipment failure.

All costs necessary to perform the required services, including labor, equipment, materials, supplies, transportation, freight, delivery, travel, lodging, rental vehicles, and per diem, must be included in the Respondent's proposed pricing unless specifically identified by IDEA as an excluded or separately reimbursable expense. Additional venue-specific requirements and configurations are provided in **Appendix A: CSD Venues** and the **Scope of Work** contained within this RFP.

PART II – RFP TIMELINE & INSTRUCTIONS

Timeline:

All dates and times are tentative and subject to change.

First Advertisement & RFP Issue Date:	Wednesday, September 23, 2026
Second Advertisement Date:	Wednesday, September 30, 2026
Pre-Proposal Meeting:	Thursday, October 1, 2026 @ 9:30 AM CST
Respondent Question Cut-Off Date:	Thursday, October 8, 2026
Questions Response from IDEA:	Wednesday, October 14, 2026
<u>Proposals Due by Date & Time:</u>	<u>Wednesday, October 21, 2026, NO Later than 2:00 PM CST</u>
Anticipated Evaluation Period:	October 22 – October 30, 2026
Anticipated Board Meeting & Approval:	November 2026
Initial Proposed Contract Term:	December 1, 2026 - December 1, 2027
Renewal option #1:	December 1, 2027 - December 1, 2028
Renewal option #2:	December 1, 2028 - December 1, 2029
Renewal option #3:	December 1, 2029 - December 1, 2030
Renewal option #4:	December 1, 2030 - December 1, 2031

Pre-Proposal Conference

A virtual pre-proposal meeting will be held **at 9:30 AM on Thursday, October 1, 2026, CST** via TEAMS video conference. Questions regarding this RFP must be submitted in writing to solicitations@ideapublicschools.org no later than Thursday, October 8, 2026. Respondents are responsible for reviewing questions and answers prior to submitting a proposal. Oral communication regarding this RFP shall not be binding and shall in no way excuse a Respondent of the obligations set forth in this proposal. While the pre-proposal meeting is non-mandatory, it is highly encouraged that all potential respondents participate and attend.

[Join Teams Meeting](#)

Meeting ID: 251 476 957 619 937

Passcode: RG9uB77J

Proposal Submission: Proposals must be submitted using the [Public Purchase](#) or [Tyler Munis Self-Service](#) website, or by sending one (1) clearly identified hard copy ORIGINAL of the Proposal to:

IDEA Public Schools
RFP # 9-CSDAV-1126 for
Audio & Visual (AV) Services
 Attn: Procurement Department
 2115 West Pike Blvd, Weslaco, TX 78596

Proposals MUST be organized as specified in **PART VI – PROPOSAL SUBMISSION, REQUIREMENTS & PROVISIONS** section and received by IDEA **no later than 2:00 PM CST on Wednesday, October 21, 2026,** as outlined in the RFP timeline. Each proposal **MUST** be sealed and marked with the relevant information; failure to do so will result in the proposal not being considered.

Hard Copy Submissions Must Include:

One (1) clearly identified **hard copy ORIGINAL** of the Proposal response.

One (1) copy of the complete Proposal on a **FLASH DRIVE**, labeled with the Respondent's name.

Note: Faxed or emailed Proposals will not be accepted. The acceptance period is 120 days from the date of the proposal submission deadline unless otherwise stated in writing.

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

Eligible Respondents: Respondents **must not** be debarred or suspended by federal or state-funded agencies and must have the legal authority to transact business in Texas. Additionally, respondents must affirmatively demonstrate responsibility and good standing, which may be considered as part of the performance evaluation criteria.

Respondents may withdraw their proposals in writing at any time prior to the submission deadline, without penalty or prejudice.

PART III – INTRODUCTION & BACKGROUND

Introduction: IDEA Public Schools is a Texas non-profit corporation and a tax-exempt organization pursuant to 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 transforms education by preparing graduates to succeed in college and life. IDEA is a growing network of high-performing charter schools serving students located throughout Texas in the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, and Tarrant County regions.

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 in every three students is the first in their family to go to college. Since the first graduating class in 2007, nearly 100% of seniors have been accepted and matriculated to a college or university every year. Thanks to a rigorous path to college, 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.

Note: While IDEA's program, curriculum, and mission has been replicated to serve students in other states, this Request for Proposals and any subsequent contract is only for goods and services provided to IDEA's Texas based charter school and campuses.

Factors for Disqualification:

To be eligible for evaluation and award consideration, a Proposal must be timely received and determined by IDEA Public Schools to be responsive to the material requirements of this RFP. IDEA reserves the right to reject any Proposal determined to be non-responsive or otherwise disqualify a vendor in accordance with the terms of this RFP and applicable law.

A Proposal must be deemed non-responsive or disqualified for reasons including, but not limited to, the following:

- Failure to comply with any material requirement of this RFP.
- Failure to provide complete and definitive pricing for all required products and services.
- Proposal is received after the submission deadline.
- Proposal is unsigned or otherwise fails to include all required certifications, acknowledgments, or executed forms.
- Unauthorized communications or contact with IDEA personnel regarding this solicitation outside of the procedures established in this RFP.
- Failure to provide pricing for all required locations identified in this RFP. Proposals omitting pricing for one or more required locations will be deemed non-responsive.
- Failure to provide installation pricing where installation is identified as a mandatory ("must") requirement. If installation services are not provided directly by the vendor, the Proposal must identify the third-party provider(s) capable of performing the required installation.

PART IV – SCOPE OF WORK AND SPECIFICATIONS OF THE PROPOSAL

Proposal Specifications: The following outlines the minimum service and performance requirements that the successful Respondent(s) must meet. Requirements may extend beyond those listed if necessary to support IDEA's needs. Proposals will be evaluated using the objective criteria specified in this solicitation, and IDEA will award vendor(s), at its sole discretion if determined to be in the district's best interest.

Any contract award issued as a result of this RFP does not guarantee a minimum purchase or payment. IDEA will not issue a Purchase Order (P.O.) until a campus or department initiates an approved request for goods and/or services described in this RFP. **A Vendor(s)/Contractor shall NOT perform services for IDEA without the issuance of a P.O. or Contract Agreement.** Compensation will be provided upon submission of proper supporting documentation for goods and/or services satisfactorily provided in accordance with this RFP and the executed agreement.

Scope of Work

Vendor(s) shall provide comprehensive AV production and technical support services for IDEA Public Schools' 2027 College Signing Day (CSD) events across seven Texas regions. Services shall include all necessary equipment, labor, materials, transportation, setup, operation, technical support, and teardown required for successful event execution. All equipment and services must meet or exceed the technical and performance specifications outlined herein and be appropriately sized and configured for each venue and anticipated attendance.

IDEA will have one (1) venue for each region **(1) Rio Grande Valley, (2) San Antonio, (3) Austin, (4) El Paso, (5) Houston, (6) Fort Worth, and (7) Midland.** Please see *Appendix A: CSD Venues* for a detailed list. Respondents must demonstrate the capacity to provide the required services for all seven Texas regions identified in this RFP. IDEA will not accept partial proposals by region. Respondents unable to provide services for all seven regions will be deemed non-responsive and will not be considered for award.

Technical Requirements

Video

- Four (4) 20-foot fast-fold screens and projectors with a minimum brightness of 21,000 lumens.
- Two (2) cameras with long throw lenses (minimum 55x for most venues).
- One (1) roaming wireless, battery-operated camera.
- Two (2) PTZ cameras to be flown from truss for cut away shots.
- Video content displayed on screens will also be streamed live to Vimeo.

Audio

- Five (5) wireless microphones on stands for IDEA students' school reveal spread across the stage.
- One (1) podium (***Podium Provided by IDEA***) with two (2) microphones (***provided by AV vendor- main and backup***).
- One (1) Emcee Wireless Handheld.
- Five (5) additional microphones & Mic Stands for school performances.
- Five (5) available audio channels for instruments to go to the main mixer.
- Separate audio mix for music played during the event.
 - One will be a Spotify Playlist provided by live stream (non-copyright music only).
- The sound system must be flown (suspended) and concert-grade, capable of delivering high output and clarity for audiences of up to 7,000 (RGV, San Antonio, and Austin) and 3,000 (El Paso, Fort Worth, Houston and Midland). The system should create the energy and impact of a pep rally or sporting event, ensuring even coverage throughout the venue.

Lighting

- Moving Spots & Wash for room décor, stage wash, and backlight.
- Uplighting on a 200-foot drape (IDEA colors are Blue, Yellow, and White).
- Lighting console capable of managing all fixtures.
- All moving lights used for stage wash and backlight must be flown (suspended) to ensure proper coverage, focus, and dynamic visual impact.
- The lighting system must be capable of providing comprehensive and adequate illumination for a stage with maximum dimensions of **48 feet wide (W) x 32 feet long (L) x 4 feet high (H)**.
- The design should ensure **uniform coverage** across the entire stage area, providing sufficient **front, back, and key lighting** for presenters and performers, and must be suitable for both live audience viewing and high-quality video capture/streaming.

Power Distribution

- Power distribution units (distros) **must be provided for all AV components**.
- Three-phase power drops will be added as needed at each venue by the vendor.

Intercom System

- Intercom system with both wired and wireless components.
- Eight (8) wireless channels and eight (8) wired channels minimum.

City-Specific Details

The events will take place in the following cities with the noted adjustments:

- Rio Grande Valley (RGV), San Antonio, and Austin:
 - Full setup as listed above.
 - System must be capable of providing full audio and visual coverage for up to 7,000 attendees.

- El Paso, Fort Worth, Houston, and Midland:
 - Two (2) 20-foot fast-fold screens and two (2) projectors.
 - Same camera, lighting, and audio configurations as other cities.
 - Minimum of 200 feet of drape at each venue.
 - System must be capable of providing full coverage for up to 3,000 attendees.

General Notes

Vendor(s) must ensure all provided equipment is in excellent working condition and appropriately rated for venue size. All cable runs should be neatly managed, and backup solutions must be readily available in case of equipment failure.

The selected AV vendor will coordinate with venue staff to confirm power access, stage layout, and load-in/load-out schedules prior to event execution.

Vendor(s) must include lodging, hotel accommodations, car rental expenses, and per diem in their proposed pricing/quote, all within the allowable rates established by IDEA Public Schools: [U.S. General Services Administration \(GSA Rate\)](#). Travel costs will be capped at the official GSA rates active at the time travel occurs, so any post-submission rate adjustments are automatically covered up to the maximum allowable rate.

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(s)/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.

Contract Term:

The agreement(s) resulting from this RFP will begin on or about **December 1, 2026**, with services expected to be effective as of that date. The initial contract term will be **one (1) year**, with IDEA Public Schools reserving the right to renew the agreement for up **to four (4) additional one-year terms, for a maximum total term of five (5) years.**

If a vendor(s) **cannot meet the expected service start date of December 1, 2026**, this must be **clearly noted** in the proposal along with an estimated delivery and implementation timeline.

No price increases will be permitted during the term of the agreement. If any price increases are assessed during a renewal term, the vendor must identify the cost in their proposal.

Administrative Procedure for Bidder Complaints

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

IDEA Public Schools
Attn: Director of Procurement, Procurement and Contract Services Department
2115 West Pike Blvd, Weslaco, TX 78596
(956) 377-8000

PART V – INSURANCE REQUIREMENTS

Insurance Requirements:

IDEA Insurance Disclaimer. As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, IDEA has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code.

The insurance coverage specified in this RFP is the minimum requirement, and these requirements do not lessen or limit the liability of the Vendor(s). The Vendor(s) 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 RFP and Agreement.

Vendor(s) shall keep in full force and effect the following minimum limits of insurance (or higher):

- i) General Liability: Vendor(s) shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: \$1,000,000 per occurrence and \$2,000,000 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 the performance of the Agreement or completed operations, whether by Vendor(s) or anyone directly or indirectly employed by Vendor(s). Such policy shall name IDEA as an Additional Named Insured and include a Waiver of Subrogation Clause.
- ii) Professional Liability: If the Contractor performs licensed professional services, the 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 the School as an Additional Insured and include a Waiver of Subrogation Clause.
- iii) Automobile Insurance: The contractor shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of the 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 the School as an Additional Insured and include a Waiver of Subrogation Clause.
- iv) Cyber Liability and Technology Professional Liability Errors and Omissions: Vendor(s) shall maintain coverage appropriate to Vendor's/Contractor's work under this Agreement, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor(s) 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. 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 Vendor(s).
- v) Workers' Compensation: Vendor(s) shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

Each insurance policy to be furnished by the successful Vendor(s) shall include “IDEA Public Schools” as a certificate holder, as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named insured is not adequate to establish this status or fulfill this requirement.

Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.

Vendor(s) may not commence services or work relating to the Agreement prior to placement of coverage. Vendor(s) shall keep the required insurance coverage in effect at all times during the term of the Agreement, and any subsequent extensions.

PART VI – PROPOSAL SUBMISSION, REQUIREMENTS & PROVISIONS

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 be submitted on time** and **must materially satisfy all mandatory requirements** identified in this RFP. Late proposals will be disqualified. 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.

IDEA Public Schools reserves the right to disqualify any proposal that significantly deviates from submitting the requested information. Proposals that consist of a catalog of services will be disqualified. Respondent’s Proposal shall be organized in the following order, with each section clearly indexed:

Required Proposal Format:

Proposals must be prepared according to the following instructions and should include the following information and content. **Failure to include these items will result in disqualification.**

1. Cover Page

Complete and insert *Attachment A*

2. Executive Summary

Provide an Executive Summary of two (2) pages or less, an overview of the Proposal and the vendor’s experience as it relates to the specifications of the RFP.

3. Summary of Experience & Qualifications

The 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 a school setting.

4. Response to Evaluation Criteria

Provide a detailed response to each Evaluation Criteria listed in Part VII- Evaluation Criteria of this solicitation.

5. Cost Summary

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 IDEA to incur any costs, Respondent shall state “**No costs to IDEA**”. Utilize *Attachment K* for proposed pricing.

6. Required Forms – ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED

Attachment A – Title Page.

- This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.

Attachment B – Vendor Acknowledgement

Attachment C – Evidence of Insurance

Attachment D – IDEA Conflict of Interest Form

Attachment E – Texas Ethics Commission Form CIQ

Attachment F – Felony Conviction Disclosure Statement

Attachment G – Certification Regarding Lobbying

Attachment H – Contract Provisions for Contracts Involving Federal Funds

Attachment I – Reference Sheet

Attachment J – Litigation, Terminations, Claims

Attachment K – Proposed Pricing

Attachment L – IRS Form W-9

Attachment M – Deviations and Exceptions

Attachment N – Certification Regarding Drug-Free Workplace

Attachment O – Child Support Certification

Appendix A – CSD Venues

Appendix B – RFP Completion Checklist

Additional Documentation (Optional) – Additional documents may be submitted in instances where additional documentation is needed and not already captured.

Proposal Provisions:

Additional Considerations and Provisions

- IDEA reserves the right to request Best and Final Offers (BAFOs) with one or more Vendor(s). The BAFO process allows Vendor(s) to submit a revised Proposal based on further clarification, negotiation, or adjustment to the terms initially proposed. The proposal(s) will be re-scored post-BAFO response. IDEA will provide instructions and deadlines for BAFO submissions if this process is initiated. BAFOs must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.
- IDEA reserves the right to waive any irregularities or informalities in the proposals received.
- IDEA reserves the right to award all, part, or none of the services set forth in this procurement. This procurement does not obligate the Vendor until a valid agreement and/or valid Purchase Order is executed.
- The vendor(s) submission is subject to open records requests and, as such, the records will be released in accordance with those policies. Vendor(s) are encouraged to mark pages as “Proprietary” or “Confidential” as appropriate, but the entire submission may not be marked as such. Identifying information as “Proprietary” or “Confidential” does not guarantee that the information will not be released, but it will be considered in determining whether the information is required to be released in accordance with the open records policies. Generally, pricing is not exempt from being publicly released.
- By submitting a proposal, the respondent certifies that no relationship exists between the Respondent and IDEA that would interfere with fair and open competition or create a conflict of interest.
- All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Respondent. Where Respondents may be required to perform a presentation, give demonstrations, and

provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Respondent.

PART VII – EVALUATION CRITERIA

In accordance with IDEA policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible Vendor(s) whose Proposal(s) is/are determined to be most advantageous to IDEA. To qualify for evaluation, a Proposal must be received by the stated deadline and be determined by IDEA to be responsive by materially satisfying all mandatory requirements of this RFP. IDEA reserves the right to reject any Proposal determined to be non-responsive and to exclude such Proposal from further evaluation. Only responsive Proposals will be evaluated and scored in accordance with the criteria set forth below.

Competitive Selection and Proposal Evaluation

This is a negotiated procurement and as such, the award will not necessarily be made to the lowest-priced Proposal. The award will be made to the Vendor submitting the best responsive Proposal that satisfies IDEA's requirements, considering price and other factors. Proposals will be evaluated based on criteria deemed to be in IDEA's best interest, as reflected in the evaluation criteria below. IDEA may request any or all Vendors to provide an oral presentation or participate in interviews to clarify or elaborate on their Proposal. Upon completion of presentations, interviews, or discussions, Vendors may be requested to revise any or all portions of their Proposal.

Best and Final Offer Process (BAFO)

If necessary, IDEA reserves the right to enter into a BAFO process with one or more Vendor(s). The BAFO process allows Vendor(s) to submit a revised Proposal based on further clarification, negotiation, or adjustment to the terms initially proposed. IDEA will provide instructions and deadlines for BAFO submissions if this process is initiated.

IDEA's Board will make the final decision on whether, and to whom, a contract is awarded. IDEA reserves the right to reject any use of Vendor(s) terms and conditions of any kind, including web links to any online terms and conditions, or requiring the use of the Vendor(s)' form of agreement.

Proposals will be scored according to the following rubric:

Evaluation Criteria	Weight (Points)	Description
Cost Proposal	35	The overall cost to IDEA, including proposed pricing and long-term cost considerations associated with the acquisition of the goods and/or services, as outlined in <i>Attachment K – Proposed Pricing</i> .
Service Quality and Fit	35	The overall quality of the proposed goods and/or services and the extent to which they meet IDEA's operational needs, objectives, and performance requirements. Consideration will be given to the Respondent's ability to deliver reliable, effective, and high-performing solutions that align with the specifications and expectations outlined in this solicitation.
Completeness of Proposal	10	Evaluators will ensure that all required elements of the proposal have been included and meet the specified submission guidelines.

Relevant Experience and Project History	10	Respondent's demonstrated experience successfully performing AV production services of similar scope, size, complexity, and event environment to those required under this RFP. Consideration will be given to experience supporting large-scale events, comparable audience capacities, multi-location or regional events, live streaming, and similar audio, video, lighting, and production requirements. Evaluators will consider the Respondent's documented history of successfully completing comparable projects.
Reputation and Client Satisfaction	10	Respondent's demonstrated reputation for service quality, responsiveness, reliability, professionalism, and client satisfaction , as evidenced through client references and past performance. Evaluators may consider the Respondent's ability to meet schedules and commitments, communicate effectively, resolve issues, maintain service continuity, and consistently meet or exceed client expectations.
Total Possible Score	100	

Explanation of Evaluation Criteria:

Cost Proposal (35 Points): The overall cost to IDEA, including proposed pricing and long-term cost considerations associated with the acquisition of the goods and/or services, as outlined in **Attachment K – Proposed Pricing**. Evaluators will assess competitiveness, reasonableness, and alignment with project requirements.

The following formula will be used to calculate the points: $(\text{Lowest Cost} \div \text{Cost of Proposal Being Evaluated}) \times \text{Maximum Cost Points Available}$.

Service Quality and Fit (35 Points): The **overall quality** of the proposed goods and/or services and the extent to which they meet IDEA's operational needs, objectives, and performance requirements. Consideration will be given to the Respondent's ability to deliver reliable, effective, and high-performing solutions that align with the specifications and expectations outlined in this solicitation.

Exceptional: 28 – 35 points — Proposal demonstrates a strong understanding of IDEA's requirements and provides a comprehensive, high-quality solution that meets or exceeds the specifications and performance expectations.

Adequate: 18 – 27 points — Proposal demonstrates an acceptable understanding of IDEA's requirements and provides a solution that generally meets the specifications and performance expectations, with minor weaknesses or limitations.

Unsatisfactory: 0 – 17 points — Proposal demonstrates limited understanding of IDEA's requirements and/or contains significant weaknesses, deficiencies, or gaps that may impact the Respondent's ability to successfully perform the required services.

Completeness of Proposal (10 Points): Proposals will be evaluated on the inclusion of **all** required elements in accordance with the submission guidelines. This criterion assesses whether the Respondent has followed all instructions, provided full and responsive answers to every section of the RFP, and demonstrated the ability to meet all stated requirements. Attachment A – O, Appendix A, and B have been completed and signed.

Relevant Experience and Project History (10 Points): Respondent's demonstrated experience successfully performing AV production services of similar **scope, size, complexity, and event environment** to those required under this RFP. Consideration will be given to experience supporting large-scale events, comparable audience capacities, multi-location or regional events, live streaming, and similar audio, video, lighting, and production requirements. Evaluators will consider the Respondent's documented history of

successfully completing comparable projects. Supporting documentation shall be submitted in **Attachment I – Reference Sheet**.

Reputation and Client Satisfaction (10 Points): Respondent’s reputation for providing high-quality goods and/or services, as evidenced by client references, customer satisfaction, and past performance. Consideration will be given to the Respondent’s relationships with current and former clients, including Texas public schools and other educational institutions, as well as feedback regarding service quality, responsiveness, reliability, and overall performance. Supporting documentation shall be submitted in **Attachment I – Reference Sheet**.

PART VIII – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

GENERAL TERMS AND CONDITIONS: The Vendor(s) agrees to the General Terms and Conditions of this solicitation and in case of conflict with other documents provided by the Vendor(s), these General Terms and Conditions take precedence and prevail unless Vendor(s) specifically requests a variance and IDEA Public Schools, Inc. agrees to such changes in writing. General Terms and Conditions are posted on the IDEA Public Schools Procurement and Contract Services website at [Procurement & Contract Services - IDEA Public Schools](#)

Assignment: This Agreement may not be assigned by either party without the prior written consent of both IDEA and Vendor(s)/Contractor. Any attempted assignment of this Agreement by Vendor(s)/Contractor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor(s)/Contractor without the prior written approval of IDEA. Vendor(s)/Contractor is required to notify IDEA when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

Compliance with Applicable Law: To the extent applicable, Vendor(s)/Contractor shall fully comply with all provisions and reauthorizations of applicable state and federal law, including but not limited to the Texas Education Code, the Texas Administrative Code, the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), and the Family Educational Rights and Privacy Act (FERPA). Vendor(s)/Contractor shall also fully comply with the policies of IDEA’s Board. IDEA’s Board Policies can be accessed at: <https://ideapublicschools.org/our-story/texas-board-of-directors/policies/>

Conflict of Interest: In accordance with section 176.006 of the Texas Local Government Code, Vendor(s)/Contractor must file, on an annual basis, a Conflict of Interest Questionnaire with IDEA. The Texas Ethics Commission Form CIQ and instructions can be found on the Texas Ethics Commission website at <https://www.ethics.state.tx.us/forms/conflict>. Vendor(s)/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under Chapter 176 of the Texas Local Government Code, and other applicable law including federal and state “related party” law and restrictions, nepotism laws, penal code prohibitions and other applicable law and rule. Any violation or failure to disclose any conflicts of

interest shall be grounds for IDEA to take action as permitted by law including termination of any Agreement, declaring any Agreement void or other action IDEA determines to be in the best interest of IDEA.

Contractual Relationship: Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor(s)/Contractor or between IDEA and the Vendor(s)’s/Contractor’s employees. IDEA shall not be subject to any obligation or liabilities of the Vendor(s)/Contractor or its employees incurred in the performance of the contract and order unless otherwise herein authorized. Neither the Vendor(s)/Contractor nor its employees shall be entitled to any of the benefits established for IDEA employees, nor be covered by IDEA’s Workers’ Compensation Program.

Confidentiality- Name or Information Use: Vendor(s)/Contractor, and any person acting on its behalf or affiliated with the Vendor(s)/Contractor, shall not use IDEA’s name, trademarks, logos or other information in any public manner or media (including, but not limited to press releases, promotions, advertisements, solicitations, website, blog, video, or social media) without prior written approval of IDEA. Written authorization may be refused or granted at IDEA’s sole discretion.

Debarment and Suspension: Neither Vendor(s)/Contractor 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 Nonprocurement 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 Vendor(s)/Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If Vendor(s)/Contractor or any of its personnel identified is Debarred or Suspended, they must provide immediate notice to IDEA and IDEA may thereafter suspend or terminate the Agreement as it deems appropriate.

Delivery of Goods/Items: When the contract is for goods, Vendor(s)/Contractor shall deliver complete orders, unless previously informed to and accepted by IDEA. Any deliveries not made in full are subject to a delay of payment by IDEA. Items shipped to the incorrect location by the Vendor(s)/Contractor will be the responsibility of the Vendor(s)/Contractor to correct. The Vendor(s)/Contractor will be required to cover shipping charges to ship the items to the correct location. IDEA will only deliver the items to the correct location if there was an incorrect shipping

address listed on the contract or Purchase Order. A packing slip is required with each shipment.

Enforcement: If the Agreement is for services, it is acknowledged and agreed that Vendor(s)/Contractor's services to IDEA are unique, which gives Vendor(s)/Contractor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably or adequately compensated in damages. Accordingly, Vendor(s)/Contractor acknowledges and agrees that a breach by Vendor(s)/Contractor of the provisions hereof will cause IDEA irreparable injury and damage. Vendor(s)/Contractor therefore expressly agrees that IDEA shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if IDEA is not in breach of this Agreement.

Entire Agreement: The written Agreement resulting from this RFP as well as these standard terms and conditions (and any procurement documents from IDEA) contains the entire agreement of the Parties concerning the subject matter described therein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. These General Terms and Conditions supersede any prior, contemporaneous, or related written or oral agreements between the parties concerning the subject matter described herein or in the Agreement.

Equal Opportunity: Vendor(s)/Contractor 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.

Execution: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Formation and Good Standing: Vendor(s)/Contractor represents and warrants that it is legally formed, validly existing and/or registered to conduct business in Texas, and to the extent applicable, in good standing under the laws of Texas and of the state of its formation. Vendor(s)/Contractor represents and warrants that it is duly qualified and registered to do business in Texas with the Texas Secretary of State and the Texas Comptroller of Public Accounts and understands that remaining in good standing with Texas is a condition of the Agreement.

General Warranty: Vendor(s)/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 the Agreement, 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.

Gratuities: IDEA may, by written notice to Vendor(s)/Contractor, cancel this Agreement without liability

to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor(s)/Contractor (or any agent or representative of Vendor(s)/Contractor) to any director, officer or employee of IDEA (or to any family member of an IDEA employee, officer or director within the third-degree by affinity or consanguinity under Texas law), unless there is an express written statutory exception for same, or the gift is a documented donation to IDEA. In the event this Agreement is cancelled by IDEA pursuant to this section, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Vendor(s)/Contractor in providing such impermissible gratuities.

Indemnification: VENDOR(S)/CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS IDEA AND ITS BOARD, OFFICERS, AND REPRESENTATIVES (COLLECTIVELY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM VENDOR(S)'S/CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF VENDOR(S)/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR(S)/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR(S)/CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR(S)'S/CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

Ineligibility for Nonpayment of Child Support: Pursuant to Texas Family Code § 231.006(d), regarding child support, Vendor(s)/Contractor certifies that it is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate. The Texas Health and Human Services Commission Form 1903, Child Support Certification, must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Vendor(s)/Contractor from providing goods and/or services to IDEA. See **Attachment I** contained herein.

Inspection: Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after IDEA's first use of the goods and/or services, IDEA reserves the absolute

right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor(s)/Contractor, to ensure that they comply with the Agreement and/or PO. This right shall exist even if payment has already been made by IDEA to the Vendor(s)/Contractor. Goods or services which, in the sole opinion of IDEA, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. In such event that goods and/or services are considered non-conforming, IDEA may return such goods and/or services at Vendor(s)'s/Contractor's risk and expense for replacement or correction, in which case Vendor(s)/Contractor shall use best efforts to replace any non-conforming goods and/or services. IDEA may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

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

Law of State to Govern: This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Hidalgo County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In connection with IDEA's defense of any suit against and/or IDEA's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which IDEA prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, IDEA shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Limitations: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) 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 TEXAS.

Modifications: The contract may only be modified, altered, or changed by a written agreement signed by both IDEA and Vendor(s)/Contractor and their duly authorized agents.

No Arbitration: Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be submitted to non-binding mediation or heard in a court of competent jurisdiction in the State of Texas sitting in Hidalgo County, Texas.

Non-Appropriation/Funding Out: This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency pursuant to IDEA's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by IDEA's Board. If the Legislature and/or the Texas Education Agency fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of IDEA's fiscal year, then IDEA will issue written notice to Vendor(s)/Contractor and IDEA may terminate this Agreement without further duty or obligation hereunder.

No Waiver of Immunity: NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR(S)/CONTRACTOR 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 SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

Payment Terms: Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by IDEA, payment terms shall be thirty (30) days net from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. In accordance with the Board's accounts payable policy, to receive payment for goods provided and/or services rendered, the Vendor(s)/Contractor must submit a separate invoice, in duplicate, for each purchase order that includes the following:

- a. Fully identifies the Vendor(s)/Contractor, including the Vendor(s)'s/Contractor's authorized representative, and said identifying information conforms to that on the purchase order issued by IDEA to the Vendor(s)/Contractor and/or the Agreement.
- b. Includes an invoice number and date.
- c. Is addressed to IDEA Public Schools, including the proper mailing address for accounts payable and the address to which goods and/or services were delivered.
- d. References the purchase order number issued.
- e. Delineates in sufficient detail the goods and/or services provided to IDEA, including the quantity and unit price of the goods and/or services, and the date that the goods were delivered or the services were rendered.

Payment will not be remitted until all goods provided and/or services rendered are inspected and confirmed received by IDEA.

Prices: IDEA accepts Vendor(s)/Contractor's price(s) as recorded on Vendor(s)/Contractor's Proposal and reserves the right to cancel the Agreement if the prices are to be increased without a properly negotiated and executed amendment to the Agreement.

Product Recall: Vendor(s)/Contractor shall notify IDEA immediately if a product recall is instituted on any good and/or service Vendor(s)/Contractor has delivered or if Vendor(s)/Contractor discovers or becomes aware of any defect in quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

Purchase Order Required: Orders/requests may be submitted by telephone, fax, email, or mail. No valid orders/requests will be submitted without an IDEA approved purchase order.

Record Keeping: It is the responsibility of Vendor(s)/Contractor to maintain such records as are required by law, IDEA, or as are prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the contract shall be maintained by Vendor(s)/Contractor, and IDEA shall have the right to inspect and review such records at reasonable times upon request by IDEA.

Rights to Inventions Made Under a Contract or Agreement: The Vendor(s)/Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the Vendor(s)/Contractor and IDEA 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.

Severability: In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry

out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.

Tax Exempt: IDEA is tax-exempt. Vendor(s)/Contractor shall not include taxes on any Proposal, contract, PO, or invoice. IDEA will provide a tax exemption certificate to Vendor(s)/Contractor upon request.

Termination: IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from the Agreement with thirty (30) days written notice upon default by the Vendor(s)/Contractor, for delay or nonperformance by the Vendor(s)/Contractor, or if it is deemed in the best interest of IDEA, for convenience.

Texas Public Information Act: Vendor(s)/Contractor acknowledges that IDEA is a public school subject to requests for information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Under the TPIA, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the TPIA requires IDEA to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

Unsatisfactory Performance by Vendor(s) Staff: If any person employed by Vendor(s)/Contractor fails or refuses to carry out the services detailed 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(s).

PART IX - SUPPLEMENTAL TERMS AND CONDITIONS

Buy America Act: If the source of funds identified on **pg. 5 – Funding Type** for this RFP and resulting Agreement is federal funds, IDEA has a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

Confidential and/or Proprietary Information: The vendor(s) acknowledges that 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:

1. Information relating to IDEA's financial, regulatory, personnel, or operational matters.
2. Information relating to IDEA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
3. 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.

4. Contracts, product plans, sales and marketing plans, and business plans.
5. 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.
6. The term "Confidential Information" does not include the following:
 - a. Information available to the public through no wrongful act of the receiving party.
 - b. Information that has been published.
 - c. Information required in response to subpoena, court order, court ruling, or by law.

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

Identity Theft Protection: If Vendor(s) will be storing employee or student data as part of the services under the Agreement, the following provisions apply:

1. Vendor(s) agrees to maintain the confidentiality of “personal identifying information” and “sensitive personal information,” as those terms are defined in Texas Business & Commerce Code § 522.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Vendor(s) agrees that “personal identifying information” and “sensitive personal information” will be collected only as necessary and in conjunction with this Agreement and will be restricted in its distribution and accessibility such that only authorized representatives of Vendor(s) who have agreed to maintain the confidentiality of the data may access it. Such information will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools. When necessary, “personal identifying information” and “sensitive personal information” will be disposed of through secure means, such as shredding paper files and erasing electronic files.
2. Vendor(s) will not bear responsibility for safeguarding information that is (i) publicly available; (ii) that is not “personal identifying information” or “sensitive personal information”; (iii) that is obtained by Vendor(s) from third parties without restrictions on disclosure and is not obviously “personal identifying information” or “sensitive personal information”; or (iv) is required to be disclosed by order of a court or other governmental entity.
3. Vendor(s) stipulates that this Agreement does not convey ownership of “personal identifying information” or “sensitive personal information” provided by IDEA under this Agreement.
4. If Vendor(s) becomes aware of a disclosure or security breach concerning any “personal identifying information” or “sensitive personal information” covered by this Agreement, Vendor(s) shall immediately notify IDEA and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a “breach of system security” where “sensitive personal information” is breached, both as defined in sections 521.002 and 521.053 of the Texas Business & Commerce Code, Vendor(s) shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Section may, at IDEA’s sole discretion, result in IDEA’s

immediately terminating this Agreement without financial penalty.

Payment and Performance Bonds: If required pursuant to Texas Government Code Chapter 2253 related to performing public works, and prior to commencing any work pursuant to this Agreement or any Purchase Order, the Vendor(s) shall provide Payment and Performance bonds equal to the total cost of the approved project. This shall be at the sole cost and expense of the Vendor(s).

Privacy of Employee or Student Data: When educational records and Student Data will be utilized under the Agreement, or Employee data may be involved, the following provisions apply, and Vendor(s) will enter into a Data Sharing Agreement provided by IDEA:

1. **General Guidelines.** The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by IDEA, including, without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g. IDEA has determined that Vendor(s) has a legitimate educational interest in the educational records, as that term is defined under FERPA, of IDEA’s students who receive the services, and that Vendor(s) is the agent of IDEA solely for the purpose of providing services under this Agreement. Vendor(s) and its personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. Vendor(s)’s/Contractor’s obligations under this Section shall survive the termination or expiration of this Agreement.
2. **Definition of “Student Data”:** “Student Data” includes all Personally Identifiable Information (“PII”) and other non-public information and includes, but is not limited to, student data, metadata, and user content.
3. **Collection and Use of Student Data:** Vendor(s) will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor(s) will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor(s) is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
4. If Vendor(s) has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.
5. **Data De-Identification:** Vendor(s) may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor(s) agrees not to attempt to re-identify de-identified Student or Employee Data and not to transfer de-

- identified Student or Employee Data to any party unless that party agrees not to attempt re-identification.
6. **Marketing and Advertising:** The vendor(s) will not use any Student Data to advertise or market to students or their parents.
 7. **Modification of Terms of Service:** Vendor(s) will not change how Student or Employee Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from IDEA.
 8. **Student Data Sharing:** Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.
 9. **Access and Transfer or Destruction:** Any Student or Employee Data held by the Vendor(s) will be made available to IDEA upon request by IDEA. Vendor(s) will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor(s) may have transferred Student or Employee Data are destroyed or transferred to IDEA when the Student or Employee Data is no longer needed for its specified purpose, at the request of IDEA.
 10. **Rights and License In and To Student or Employee Data:** The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of IDEA, and that Vendor(s) has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor(s) any rights, implied or otherwise, to Student or Employee Data, content, or intellectual property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student or Employee Data.
 11. **Security Controls:** Vendor(s) will store and process Student or Employee Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student or Employee Data from unauthorized access, disclosure, and use. Vendor(s) will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor(s) will also have a written incident response plan, to include prompt notification of IDEA in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. The vendor(s) agrees to share its incident response plan upon request.

Part X: Required Attachments

**ATTACHMENT A****Title Page****RFP #9-CSDAV-1126****Audio & Visual (AV) Services**

Submitted By:**Full Legal Name of Vendor:** _____**Vendor DBA (if applicable):** _____**Employer Identification Number:** _____**Street Address:** _____**City, State, and Zip Code:** _____**Additional Requirements**

The proposal must include the name of each person with at least 25% ownership of the business.

Name: _____ **Name:** _____**Name:** _____ **Name:** _____**Date of Proposal Submission:** _____



ATTACHMENT B
Vendor Acknowledgement

Solicitation #: RFP #9-CSDAV-1126**Solicitation Title:** Audio & Visual (AV) Services

The undersigned representative of the proposing organization indicated below hereby acknowledges and affirms that:

1. I am authorized to enter into a contractual relationship on behalf of the proposing organization indicated below.
2. I have carefully examined and accept the general terms and conditions posted on IDEA's Procurement & Contract Services page, in addition to the specifications and supplemental terms and conditions (if applicable) included in this solicitation.
3. Neither the respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, has in any way colluded, conspired, or agreed, directly or indirectly, with any person, corporation, or other respondent or potential respondent, or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response.
4. No attempt has been or will be made by the firm's officers, employees, or agents to lobby, directly or indirectly, IDEA's Board of Directors, or any employee involved in this procurement activity.
5. If all or any part of this proposal is accepted, the vendor shall provide all products/services at the prices quoted and in strict compliance with all terms and conditions associated with this solicitation.
6. The proposing organization is in compliance with all applicable federal, state, and local codes, laws, and statutes.

Vendor Information**Vendor Legal Name:** _____**Address:** _____**Telephone Number:** _____ **Fax Number:** _____**Project Contact Person:** _____**Contact Phone Number:** _____**Contact Email Address:** _____**Website Address:** _____**Certification****Legal Vendor Name:** _____**Signature of Authorized Representative:** _____ **Date:** _____**Printed Name and Title of Authorized Representative:**



ATTACHMENT C

Evidence of Insurance

Solicitation #: RFP #9-CSDAV-1126

Solicitation Title: Audio & Visual (AV) Services

Evidence of insurance meeting the minimum coverage specified below is required upon proposal submission. **The Additional Insured Endorsement language must name: IDEA Public Schools, 2115 W. Pike Blvd, Weslaco, TX 78596.*

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 General Aggregate: \$2,000,000 Medical Expenses: \$5,000	Additional Insured and Waiver of Subrogation Endorsement
	Automobile Liability	Combined Single Limit or Umbrella Liability (excess) \$5,000,000 Uninsured Motorist: \$100,000 Medical Payments or Personal Injury Protection: \$5,000	Additional Insured and Waiver of Subrogation Endorsement
Maintenance/Repair (painting, plumbing, HVAC, roofing, landscape, etc.) Service Providers (copier/fax service, computers, security, equipment vendors, etc.)	Commercial General Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000 Personal and Advertising Injury: \$500,000	Additional Insured Endorsement
	Automobile Liability Including: ☐ Owned Vehicles ☐ Non-Owned Vehicles ☐ Hired Vehicles (Required for vehicles driven on school property)	Combined Single Limit: \$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence: \$500,000	Waiver of Subrogation Endorsement
Vendor General Insurance Requirements	Commercial General Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000 Personal and Advertising Injury: \$500,000	Additional Insured Endorsement
	Automobile Liability Including: ☐ Owned Vehicles ☐ Non-Owned Vehicles ☐ Hired Vehicles (Required for vehicles driven on school property)	Combined Single Limit: \$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory 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 Each Occurrence: \$1,000,000 Abuse of Molestation (If applicable) \$1,000,000	Additional Insured Endorsement
Nurses, therapists, medical providers	Professional Liability or Medical Malpractice (as applicable)	General Aggregate: \$3,000,000 Each Occurrence: \$1,000,000 Abuse of Molestation: \$1,000,000 (If applicable)	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 D
IDEA Conflict of Interest Form

Solicitation #: RFP #9-CSDAV-1126**Solicitation Title: Audio & Visual (AV) Services**

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

- No manager, employee, or paid consultant of Vendor is a member of the IDEA Board of Directors or an employee of IDEA.
- No manager or paid consultant of Vendor 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.
- 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.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA receives compensation from Vendor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- 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 conflict of interest, Vendor 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 Name: _____**Signature of Authorized Representative:** _____**Date:** _____**Printed Name and Title of Authorized Representative:**



ATTACHMENT E
Texas Ethics Commission Form CIQ

Solicitation #: RFP #9-CSDAV-1126

Solicitation Title: Audio & Visual (AV) Services

The respondent must fill out the State of Texas Conflict-of-Interest Questionnaire, Form CIQ, and submit it with their proposal. This is a Texas Ethics Commission form and must be obtained directly from the state — it is not reproduced here.

[Download Form CIQ and instructions \(ethics.state.tx.us\)](https://ethics.state.tx.us)

Chapter 176 of the Texas Local Government Code governs this requirement. A vendor must file a completed Form CIQ if the vendor has a business relationship with IDEA and meets the disclosure thresholds in §176.006(a).

Vendor Acknowledgement

- ☐ I have completed and attached Form CIQ to this proposal.
- ☐ Form CIQ is not applicable — no reportable business relationship exists under [Chapter 176](#).

Legal Vendor Name: _____

Signature of Authorized Representative: _____

Date: _____

Printed Name and Title of Authorized Representative:



ATTACHMENT F
Felony Conviction Disclosure Statement

Solicitation #: RFP #9-CSDAV-1126**Solicitation Title: Audio & Visual (AV) Services**

IDEA Public Schools ("IDEA") requires a person or business entity that enters into a contract with IDEA for the provision of goods or services to give advance notice to IDEA if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction.

IDEA may terminate a contract with a person or business entity if IDEA determines that the person or business entity failed to give such notice or misrepresented the conduct resulting in the conviction.

Note: This notice statement is not required of a publicly held corporation.

Please mark the appropriate choice below

- ☐ This business entity is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ This business entity is not owned nor operated by anyone who has been convicted of any felony.
- ☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____

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

Name of Individual: _____

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

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

Vendor Business (DBA) Name: _____**Name of Authorized Company Official (Print):** _____**Signature of Company Official:** _____ **Date:** _____**Title of Company Official:** _____



ATTACHMENT G
Certification Regarding Lobbying

Solicitation #: RFP #9-CSDAV-1126**Solicitation Title: Audio & Visual (AV) Services**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of IDEA in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement, or its extension, continuation, renewal, amendment, or modification.
2. If any funds other than Federal appropriated funds have been paid or will be paid for such influencing, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Legal Vendor Name: _____

Signature of Authorized Representative: _____

Date: _____

Printed Name and Title of Authorized Representative:



ATTACHMENT H

Contract Provisions for Contracts Involving Federal Funds**Solicitation #: RFP #9-CSDAV-1126****Solicitation Title: Audio & Visual (AV) Services**

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

- 1. Remedies for Contract Breach or Violations.** Contracts exceeding the simplified acquisition threshold (currently \$250,000) must address administrative, contractual, or legal remedies for breach or violation of contract terms, and provide for appropriate sanctions and penalties.
- 2. Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by IDEA, including the manner of effect and basis for settlement.
- 3. Equal Employment Opportunity.** Federally assisted construction contracts must include the equal opportunity clause under 41 CFR 60-1.4(b), per Executive Order 11246 as amended.
- 4. Davis-Bacon Act.** When required by Federal program legislation, prime construction contracts over \$2,000 must include Davis-Bacon Act wage provisions (40 U.S.C. 3141-3148) and Copeland "Anti-Kickback" Act provisions (40 U.S.C. 3145).
- 5. Contract Work Hours and Safety Standards Act.** Contracts over \$100,000 involving laborers or mechanics must comply with 40 U.S.C. 3702 and 3704 (overtime pay and safe working conditions).
- 6. Rights to Inventions.** Where the award meets the "funding agreement" definition under 37 CFR 401.2(a), recipients must comply with 37 CFR 401 regarding inventions made under federally funded research work.
- 7. Clean Air Act and Federal Water Pollution Control Act.** Contracts and subgrants over \$150,000 must include a provision requiring compliance with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- 8. Energy Efficiency Standards and Policies.** Contractors must comply with mandatory standards in the state energy conservation plan issued under the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 9. Debarment and Suspension.** Awards must not be made to parties excluded or debarred in the System for Award Management (SAM), per 2 CFR 180.
- 10. Byrd Anti-Lobbying Amendment.** Contractors bidding \$100,000 or more must file the required certification and disclose lobbying with non-Federal funds, per 31 U.S.C. 1352.
- 11. Procurement of Recovered Materials.** IDEA and its contractors must comply with Section 6002 of the Solid Waste Disposal Act regarding procurement of items containing recovered materials.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, and certifies compliance with all provisions noted above.

Legal Vendor Name: _____

Signature of Authorized Representative: _____ **Date:** _____

Printed Name and Title of Authorized Representative:



ATTACHMENT I Reference Sheet

Solicitation #: RFP #9-CSDAV-1126**Solicitation Title: Audio & Visual (AV) Services**

Please list a minimum of three (3) verifiable references of clients/organizations (governments, charter schools, or ISDs) that have used your services. The use of IDEA Public Schools or its affiliates as a reference is not permitted. Preferably, list references for projects completed in the past five (5) years similar to the scope of this Solicitation. New customers from the last year and Texas clients/organizations are preferred. Attach additional pages if needed.

Reference 1**Customer/Client Name:** _____ **Dates of Contract:** _____**Street Address / City / State / Zip:** _____**Contact Person:** _____ **Phone Number:** _____**Email Address:** _____**Project Scope:** _____

_____**Reference 2****Customer/Client Name:** _____ **Dates of Contract:** _____**Street Address / City / State / Zip:** _____**Contact Person:** _____ **Phone Number:** _____**Email Address:** _____**Project Scope:** _____

_____**Reference 3****Customer/Client Name:** _____ **Dates of Contract:** _____**Street Address / City / State / Zip:** _____**Contact Person:** _____ **Phone Number:** _____**Email Address:** _____**Project Scope:** _____



ATTACHMENT J
Litigation, Terminations, Claims

Solicitation #: RFP #9-CSDAV-1126**Solicitation Title:** Audio & Visual (AV) Services

Respondent shall list any project completed in the past five (5) years where litigation was filed by a Customer/Client or Organization/Entity against Respondent, the contract was terminated before expiration of term, or insurance claims were reported against Respondent's insurance. Attach additional pages if needed.

Item 1**Customer/Client or Organization/Entity Name:** _____**Contact Person:** _____ **Phone Number:** _____**Email Address:** _____Brief Description of Event or Issue:

_____**Item 2****Customer/Client or Organization/Entity Name:** _____**Contact Person:** _____ **Phone Number:** _____**Email Address:** _____Brief Description of Event or Issue:

_____**Item 3****Customer/Client or Organization/Entity Name:** _____**Contact Person:** _____ **Phone Number:** _____**Email Address:** _____Brief Description of Event or Issue:

☐ I certify that no claims, litigations, or terminations have been filed against my company in the past 5 years.

Signature of Authorized Representative: _____**Date:** _____



ATTACHMENT K

Proposed Pricing

Solicitation #: RFP #9-CSDAV-1126

Solicitation Title: Audio & Visual (AV) Services

Vendor must provide pricing using IDEA's official Proposed Pricing workbook for this solicitation. Pricing submitted in any other format **will not** be accepted. Indicate "**No Bid**" on any line items you do not wish to bid on.

[Download the Attachment K – Proposed Pricing workbook \(ideapublicschools.org, under Open Solicitations\)](https://www.ideapublicschools.org)

Attach the completed pricing workbook to your proposal along with this cover sheet.

☐ Completed Attachment K pricing workbook is included with this proposal.

[illegible]

Vendor Legal Name:

Prepared By:

Date: _____

**ATTACHMENT L**
IRS Form W-9**Solicitation #: RFP #9-CSDAV-1126****Solicitation Title: Audio & Visual (AV) Services**

Respondent must complete IRS Form W-9, Request for Taxpayer Identification Number and Certification, and submit it with the proposal. This is an official IRS form and must be obtained directly from the IRS — it is not reproduced here.

[Download IRS Form W-9 \(irs.gov\)](https://www.irs.gov/individuals/get-ir-9)

Vendor Acknowledgement

☐ A completed and signed Form W-9 is attached to this proposal.

Vendor Legal Name: _____

Prepared By: _____

Date: _____



ATTACHMENT M

Deviations and Exceptions

Solicitation #: RFP #9-CSDAV-1126

Solicitation Title: Audio & Visual (AV) Services

If the undersigned Vendor intends to deviate from the specifications listed in this solicitation, 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 award decisions and reserves the right to accept or reject any Proposal based on deviations indicated below or in any attachments. 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 assures IDEA of its full compliance with the terms and conditions, specifications, and all other information contained in this solicitation.

☐The Respondent hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this solicitation without deviation and exception.

☐The Respondent hereby declares and represents that it will fully comply except as follows (attach additional pages as needed):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Legal Vendor Name:

Signature of Authorized Representative: _____ **Date:** _____

Printed Name and Title of Authorized Representative:

**IDEA**
Public Schools**ATTACHMENT N****Certification Regarding Drug-Free Workplace****Solicitation #: RFP #9-CSDAV-1126****Solicitation Title: Audio & Visual (AV) Services**

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 for drug violations in the workplace.
- Providing each employee with a copy of Vendor's/Contractor's policy statement.
- Notifying employees, through the policy statement, that as a condition of services to IDEA, employees shall abide by the terms of the policy statement and notify Vendor/Contractor in writing within five days after any conviction for a workplace criminal drug abuse violation.
- Notifying IDEA within ten (10) days of Vendor's/Contractor's receipt of a notice of a conviction of any employee.
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute, or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

Legal Vendor Name: _____**Signature of Authorized Representative:** _____**Date:** _____**Printed Name and Title of Authorized Representative:**



ATTACHMENT O
Child Support Certification

Solicitation #: RFP #9-CSDAV-1126

Solicitation Title: Audio & Visual (AV) Services

Texas Health and Human Services Commission Form 1903, Child Support Certification, must be completed legibly, either handwritten or typed, and signed by a duly authorized representative. Failure to complete this form shall disqualify the Proposal. This is an official Texas HHS form and must be obtained directly from the state.

[Download Form 1903 – Child Support Certification \(hhs.texas.gov\)](https://hhs.texas.gov)

Vendor Acknowledgement

☐ A completed and signed Form 1903 is attached to this proposal.

Vendor Legal Name: _____

Prepared By: _____

Date: _____

Part XI: APPENDICES

The appendices included in this section contain information relevant to this RFP and to the preparation of a responsive Proposal.

(The rest of this page was intentionally left blank.)

Appendix A: CSD Venues

Region	Venue Name	Address
Rio Grande Valley (RGV)	McAllen Convention Center	700 Convention Center Blvd, McAllen, TX 78501
San Antonio	Freeman Coliseum	3201 E Houston St, San Antonio, TX 78219
Austin	Palmer Events Center	900 Barton Springs Rd, Austin, TX 78704
El Paso	El Paso Convention Center	One Civic Center Plaza, El Paso, TX 79901
Houston	ULH Event Center	331 United Leuva Cir, Houston, TX 77060
Fort Worth	Will Rogers Memorial Center	3401 W Lancaster Ave, Fort Worth, TX 76107
Midland	Bush Convention Center	105 N Main St, Midland, TX 79701

The following identifies the anticipated venues and location-specific requirements for IDEA Public Schools' 2027 College Signing Day (CSD) events. Respondents shall review the venue information in conjunction with the **Scope of Work** and include all equipment, labor, transportation, delivery, travel, and other costs necessary to provide the required services at each location in their proposed pricing.

Rio Grande Valley (RGV), San Antonio, and Austin

These locations shall receive the **full AV configuration** identified in the Scope of Work, including:

- Four (4) 20-foot fast-fold screens and associated projectors.
- Full camera, audio, lighting, intercom, streaming, and power distribution requirements identified in the Scope of Work.
- Minimum of 200 feet of drape, as applicable to the venue.
- AV systems designed and appropriately scaled to provide full audio and visual coverage for audiences of up to **7,000 attendees**.

El Paso, Fort Worth, Houston, and Midland

These locations shall receive the AV configuration identified in the Scope of Work, with the following location-specific adjustments:

- Two (2) 20-foot fast-fold screens and two (2) associated projectors.
- Same camera, audio, lighting, intercom, streaming, and power distribution requirements identified in the Scope of Work.
- Minimum of 200 feet of drape at each venue.
- AV systems designed and appropriately scaled to provide full audio and visual coverage for audiences of up to **3,000 attendees**.

Venue Coordination

The selected Vendor shall coordinate with IDEA and applicable venue representatives prior to each event to confirm venue access, load-in/load-out schedules, available power, rigging requirements, stage configuration, equipment placement, and other site-specific requirements necessary for successful event execution.

Any venue information provided in this Appendix is intended to assist Respondents with planning and pricing. Respondents remain responsible for identifying and including all equipment, labor, materials, transportation, and ancillary resources reasonably necessary to perform the Scope of Work.

Signature of Authorized Representative

Date

Appendix B: RFP Completion Checklist

The documents below are **required** for proposal submission to be considered complete. Failure to submit the required documents will result in a proposal being deemed nonresponsive.

- ☐ Executive Summary
- ☐ Summary of Experience & Qualifications
- ☐ Response to Evaluation Criteria
- ☐ Attachment A – Title Page
- ☐ Attachment B – Vendor Acknowledgement
- ☐ Attachment C – Evidence of Insurance
- ☐ Attachment D – IDEA Conflict of Interest Form
- ☐ Attachment E – Texas Ethics Commission Form CIQ
- ☐ Attachment F – Felony Conviction Disclosure Statement
- ☐ Attachment G – Certification Regarding Lobbying
- ☐ Attachment H – Contract Provisions for Contracts Involving Federal Funds
- ☐ Attachment I – Reference Sheet
- ☐ Attachment J – Litigation, Terminations, Claims
- ☐ Attachment K – Proposed Pricing
- ☐ Attachment L – IRS Form W-9
- ☐ Attachment M – Deviations and Exceptions
- ☐ Attachment N – Certification Regarding Drug-Free Workplace
- ☐ Attachment O – Child Support Certification
- ☐ Appendix A – CSD Venues
- ☐ Appendix B – RFP Completion Checklist
- ☐ **By selecting this checkbox, the vendor(s) acknowledges and agrees to the terms and conditions outlined in this solicitation document.**

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Part XII: ADDENDA

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

(The rest of this page was intentionally left blank.)

END OF IDEA PUBLIC SCHOOLS RFP