



IDEA Public Schools
REQUEST FOR PROPOSALS (RFP)
For
LOUISIANA FULL LINE OF GROCERIES

02-RFP-CNP-2021-LA

Calendar of Events

1. Date of Solicitation Open: **Monday, August 24, 2020**
2. Pre-Bid Meeting Date and Time: **Thursday, September 3, 2020 @ 10:00 AM CST**
3. Deadline for Written questions & approved equals request: **Monday, September 7, 2020 @ 5:00 PM CST**
4. Deadline for responses from IDEA Public Schools – Child Nutrition Program team for questions & approved equals requests: Wednesday, **September 9, 2020**
5. RFP Due Date and Time: **Monday, September 14, 2020 @ 12:00 PM CST**

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PART I - GENERAL INFORMATION

1.1 BACKGROUND

IDEA Public Schools is a growing network of tuition-free K-12 public charter schools serving more than 45,000 students in 79 schools throughout the Rio Grande Valley, San Antonio, Austin, El Paso and Louisiana. IDEA is committed to "College for All Children" and has sent 100% of its graduates to college for six consecutive years.

1.2. FUNDING

IDEA Public Schools is a 501(c)(3) non-profit organization. Funding for IDEA Public Schools operations and programs are provided through fundraising, philanthropic grants, state and federal funding.

1.3. SERVICES SOLICITED

IDEA Public Schools is soliciting a Request for Proposal (RFP) for A Full Line of Groceries for our 3 LA school cafeterias.

- a. Each vendor shall furnish the information required by the Contract Documents. The vendor shall sign the *proposal*, *all addenda*, and the *proposal sheet*. The person signing the proposal must initial erasures or other changes. Proposals signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been previously furnished to IDEA Public Schools.
- b. Deliveries shall be FOB Destination to IDEA Public Schools destination sites. Freight prepaid and assumed by the vendor. IDEA Public Schools reserves the right to pick up items in lieu of delivery from local vendors.
- c. IDEA Public Schools does not pay Federal Excise Taxes. Tax exemption certificates will be provided upon request.
- d. The vendor may offer an "equal" product or product exceeding Specifications as an alternate proposal. Final determination of whether an item is an "approved equal" remains with IDEA Public Schools. **Vendor will have to use template format on Attachment "K" for each item approved equal.**
- e. Proposals submitted on forms other than the IDEA Public Schools forms or with different terms or provisions may be considered as **non-responsive** proposals.
- f. IDEA Public Schools expects that all proposals will remain valid for the term of 60 days after RFP solicitation period is closed.
- g. The vendor shall certify that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award.

- h. "Reservations". IDEA Public Schools expressly reserves the right to:
- i. Waive minor deviations from the specifications when it is determined that the total cost to the IDEA Public Schools of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming proposal.
 - ii. Waive any defect, irregularity or informality in any proposal procedure.
 - iii. Reject any or all proposals.
 - iv. Amend a proposal prior to proposal opening date to extend or make changes to specification.
 - v. Procure any item by other means.
 - vi. Increase or decrease the quantity specified in the proposal, unless the offeror specifies otherwise.

1.4 TIME-FRAME

An RFP packet will be available at **8:00 AM CST on Monday, August 24, 2020**, at the Headquarters Office located at 2115 W. Pike, Weslaco TX 78596 and in our website at the following link <https://ideapublicschools.org/contact-us>. The vendor is responsible for obtaining any updates or amendments to the RFP from the website. **The deadline for submitting proposals for this RFP is Monday, September 14, 2020, at 12:00 PM CST.**

If you have any questions regarding this RFP process, please contact the Child Nutrition Program Procurement Manager, Linda de la Fuente, at (956) 355-2857. Proposals must be delivered to and received prior to this deadline to the address noted above. There will be no exceptions. **Proposals received after the deadline will not be considered for this procurement. No facsimiles or e-mails will be accepted.**

1.5 PAYMENT TERMS

Payment will be issued upon review and approval of invoice within 30 days (Net 30). Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the IDEA Public Schools Child Nutrition Program and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. Invoices should be submitted to IDEA Public Schools ATTN: Child Nutrition Program Accounts Payable via email at cnpaccountspayable@ideapublicschools.org or by mail at 2115 W. Pike Blvd., Weslaco, Texas 78596 Attn: CNP Department.

PART II- PROPOSAL CONTENT AND PROCESS

2.1 PURPOSE

Utilizing the Request for Proposals (RFP) method of procurement, IDEA Public Schools is requesting proposals from companies/businesses (Respondents) for supply of a Full Line of Groceries to our 3 schools located in Louisiana.

2.2 NOTICE TO ALL VENDORS

IDEA Public Schools is interested:

- a. Vendor must keep IDEA Public Schools (IDEA) advised of any changes in order(s) status.
- b. Pricing shall remain open to acceptance and shall be irrevocable for a period of Sixty (60) days after the Request for Proposal closing date.
- c. All submittals are to be for the supply of a Full Line of Groceries as indicated in the bid item list located on **Attachment M** of this Request for Proposals. Pricing should include freight/shipping costs and any other fees that apply as indicated by IDEA Child Nutrition Program.
- d. Questions regarding this proposal must be in writing and emailed to [the CNP Procurement Manager at linda.delafuente@ideapublicschools.org](mailto:linda.delafuente@ideapublicschools.org) by **Monday, September 7, 2020 at 5:00 PM CST**.
- e. IDEA encourages HUB vendor participation, if vendor is a state certified HUB vendor (Historically Underutilized Business) and/ or certified MWBD vendor (Minority and Women-owned Business), **certification must be included in submittal**.
- f. All pricing and any award under this RFP shall be good for IDEA and any other entity purchasing through IDEA.

2.3 SCOPE OF SERVICES

2.3 (a) RESPONDENT RESPONSIBILITY

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

Any explanation desired by a vendor regarding the meaning or interpretation of any portion of the contract documents must be emailed to linda.delafuente@ideapublicschools.org by **Monday, September 7, 2020 at 5:00 PM CST** to allow for a reply to reach vendors before the submission of their proposals. Oral explanations or instructions given before the award will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as an *Addendum*, if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial

to an uninformed vendor.

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

2.3 (b) DESIRED SERVICES

FULL LINE OF GROCERIES FOR LOUISIANA SCHOOLS

GENERAL INFORMATION

- 1) The bid item list and specifications that follow are specific requirements and are restricted to serving presentation and nutritional requirement. Any deviation or comparable product must be properly identified and be accepted by IDEA Public Schools through individual submittals of **Attachment "L"** included in this RFP packet, one for each deviation. Any deviation to specifications must be listed and clearly defined.
- 2) The brand name or equivalent brand shall be submitted with the bid through the bid submittal template included in **Attachment "M"**. For this reason, vendors are discouraged from describing any deviations simply as "equal" or "exceeds" the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the template provided. Failure to do so may result in the rejection of the bid and or product for non-compliance
- 3) The district intends to purchase the items and quantities of grocery bid items listed in this RFP. The actual quantity of bid items may vary according to the district's needs and funding.

2.4 IDEA PUBLIC SCHOOLS RESPONSIBILITY

- a. The district reserves the right to cancel service due to unacceptable prices variances. Advance notice/notification is expected (from awarded vendor) when a large market price (increase) occurs for an item. This will allow IDEA an opportunity to search and approve a substitute item of equal or greater quality.
- b. All pricing and any award under this RFP shall remain firm for IDEA and any other entity purchasing through IDEA.
- c. Prices may be decreased at any time after award. If prices are affected by statute, regulation, administrative or judicial order, vendors may not include additional costs in billing to the end user. Vendors must first provide IDEA written justification for any increase and IDEA must provide determination of applicability of the increase to the contract. In the event a vendor offers or provides a decrease in rates to its customers or potential customers for the same products or services provided for IDEA pursuant to its contract, the vendor must provide the same decrease in rates for IDEA. It is recommended that the vendor provide said rate decreases voluntarily. If IDEA learns of a decrease in rates from a source other than the vendor, the vendor shall credit IDEA with the difference between IDEAS' contracted rate and the decreased rate from the date of said decrease or the

vendor's contract will be subject to cancellation at the discretion of IDEA. Any charges not proposed but required to make this service viable will be considered a hidden cost and will be provided by the vendor at no additional cost to IDEA for the term of the contract.

2.5 PRE-BID MEETING (CONFERENCE CALL)

A pre-bid conference call will be held on **Thursday, September 3, 2020, at 10:00 AM CST** during which time any questions regarding the RFP will be answered. The conference call will be held via web on <https://bluejeans.com/783842454/> or join via phone: **+1-888-240-2560** (Conference ID: **783842454**). Attendance is not mandatory.

2.6 PROPOSAL EVALUATIONS

Proposal evaluations will be done by IDEA Headquarters Child Nutrition Staff and will take place at IDEA Public Schools Headquarters at 2115 W Pike Blvd., Weslaco, TX 78596. Purchase price is not the only criteria that will be used in the evaluation process, refer to pages **17 - 19**. Interviews may be requested during the evaluation process.

2.7 WHO IS ELIGIBLE TO RESPOND?

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

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

2.8 PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of these items shall be in accordance with the IDEA Public Schools procurement policies and general terms as follows:

- 1) IDEA-CNP is utilizing the Request for Proposals (RFP) method of procurement in accordance with the Code of Federal Regulations, 2 CFR Part 200.320 (d) Methods of Procurement, Purchasing by Competitive Proposals for food products.
- 2) The listed bid items are commonly acquired items and prices will be used to determine best value.
- 3) This RFP will be awarded as a multi-level vendor contract – It is the intent of this solicitation to procure a term contract that shall be awarded, if feasible, to a total of three (3) general suppliers. There shall be contract award to a Level 1 – Primary Supplier, Level 2 – Secondary Supplier, Level 3 – Tertiary Supplier. No more than one level shall be awarded to any contractor participating in this solicitation. If at any time the Primary Level 1 Supplier cannot fulfill its obligations upon receipt of a "Purchase Order" for a specific amount of products, then the Level 2 Supplier shall supply the products based on the unit pricing submitted. Should the Level 2 Supplier be unable to fulfill its obligation, then the Tertiary Level 3 Supplier shall supply the requested products based on the unit pricing submitted.
- 4) All proposals must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the deviations and exceptions form. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposals being disqualified. In the absence of any deviation(s) identified and described in accordance with above, Vendor must fully comply with the Terms and Conditions, Proposal Specifications, and all other requirements associated with this bid solicitation. Every deviation from the bid items requested must have its own individual **Exception or Deviation template located in Attachment "K"**.
- 5) Every bid item that requires a CN Label or Product Formulation Statements (PFS) must be numbered by the vendor and that same numbering system must be reflected in the required CN Label or Product Formulation Statements (PFS) as required by the United States Department of Agriculture on 7 CFR 210 and 220.

- (a) For further guidance please visit: <https://www.doa.la.gov/osr/lac/28v49/28v49.pdf> or <https://fns-prod.azureedge.net/sites/default/files/resource-files/TA07-2010v3os.pdf>

CN Labeled Products

Schools and other program operators are not required to offer processed products with CN Labels. However, it is important to recognize that CN Labeled products provide an assurance that foods provide the stated contributions toward CN meal pattern requirements. CN labeled products are processed under a Quality Control plan administered by USDA's Agricultural Marketing Service or Department of Commerce (USDC) National Marine Fisheries Service using guidelines provided by FNS. CN Labels are only available for items that contribute toward the meat/meat alternates component of the meal pattern.

Product Formulation Statements/Other Documentation

When purchasing a processed product without a CN Label, a program operator may request a signed Product Formulation Statement on manufacturers' letterhead that demonstrates how the processed product contributes to the meal pattern requirements. Program operators must maintain files on nutrient information to meet the requirements of program regulations in 7CFR 210 and 220. If there is no Nutrition Facts panel on the processed product, nutrient information must be obtained from the manufacturer.

Program operators are ultimately responsible if a menu does not fulfill meal pattern requirements; therefore they must keep records of supporting documentation. It is the program operator's responsibility to request and verify that the supporting documentation is accurate.

- 6) IDEA-CNP assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-bid conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a Contract/Agreement pursuant to this RFP.
- 7) Samples may be requested and are to be delivered by the bidder to the attention of Keely Hawkins CNP Director of Nutrition, 2800 S IH-35 Frontage Rd, Suite 265, Austin, TX 78704. The notification of sample delivery must be sent to the Procurement Manager via email and provide estimated delivery date, delivery tracking information, if applicable, actual delivery date, and who signed to accept delivery. Samples needed for a proposal to be evaluated properly must be delivered within ten working days from the time the vendor is notified. Each sample must be clearly marked to show the bidder's name, address, proposal title and proposal item number for which the sample is being proposed. Sample items from the successful bidder may be retained for the purpose of determining that the quality of the delivered items is comparable to the sample.
- 8) Deliveries under this Agreement shall be freight prepaid, Free on Board (FOB) destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendors proposal unless otherwise clearly stated in writing in Vendor's proposal. The IDEA-CNP assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by IDEA-CNP of damage. Proposal prices will include all freight and delivery charges.
- 9) Deliveries shall be made between 6:30 AM and 2:00 PM, at the designated IDEA-CNP campus, unless prior approval for after-hours delivery has been obtained from IDEA-CNP. Key drop deliveries are not allowed without the full approval of IDEA-CNP and such request must be identified in the Deviations and Exceptions Form "Attachment K".
- 10) Vendor shall ship ordered products within seven (7) working days for available goods and within four to six weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by IDEA-CNP. If a product cannot be delivered within that time frame, the vendor shall notify IDEA-CNP of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. IDEA-CNP may cancel the order if the estimated shipping time is not acceptable to IDEA-CNP at its sole discretion. Consistent failure of a vendor to meet delivery promises without a valid reason is cause for termination of contract.
- 11) Vendor and/or sales agents acting on the Vendors behalf, shall give 72-hour prior notice to the ordering entity of any anticipated shortages, back orders, and/or out-of-stock items prior to delivery.

- (a) The Vendor must always keep the ordering entity informed on the status of the order. Default in promised delivery, without acceptable reason, authorizes IDEA-CNP to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting Vendor. No substitutions are accepted without prior written approval by IDEA-CNP. Vendors must notify IDEA-CNP of any known shortages, back orders, out-of-stock items, etc. that could affect multiple ordering entities for any extended period.
- 12) All prices in Vendor's proposal should remain firm for the Term of the Agreement. Any price changes shall be presented to IDEA-CNP, for acceptance or rejection by IDEA-CNP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by the IDEA-CNP prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms and conditions, and/or manufacturers/distributors' impact (if any). Proposal price must be submitted on cases and/or units of quantity specified and extended to show total if applicable.
- 13) Any discounts available to IDEA-CNP for early payment should be noted in the proposal. Vendor(s) may propose volume discounts or other adjustments to the price for large orders. Discounts may be considered in determining highest ranking vendor.
- 14) Any and all substitutions require prior written approval by IDEA-CNP. If applicable, the product substitution request must be accompanied with CN Label or Nutritional Analysis information, and/or other product information. IDEA-CNP reserves the right to require the Vendor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. The Vendor must contact the qualified ordering entity 72-hours prior to shipment of the approved substitution.
- a) If substitutions are made without prior written approval of the ordering entity, under Uniform Commercial Code, the entity shall retain the Right to Remedy and purchase the product(s) from another supplier, charging the difference of the bid price to the Vendor.
- b) Bid pricing for the product substituted will apply to the substitute product unless substitute product is of a lesser price.
- 15) If a material change occurs to a contract entered into between IDEA-CNP and Vendor, the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, IDEA-CNP may issue a new RFP for the goods or services procured under the previously existing contract. Material change means a modification that substantially exceeds and/or alters the terms of the original contract between IDEA-CNP and Vendor, and/or the total contract value greater than 10%. The following anticipated and unanticipated changes are to be considered as well do not qualify as a material change: 30% upward or downward trend in student enrollment and/or participation to allow flexibility for program growth or decline; unanticipated program and/or regulation changes.
- 16) The Vendor shall indemnify, defend, and hold harmless the IDEA-CNP its' board of directors, officers, employees, agents, and representatives from and against any and all claims, demands or liability for damages, losses or other relief, including, without limitation attorneys' fees and costs which IDEA-CNP may incur arising from the Vendor's performance of its obligations under this agreement. The foregoing shall include, without limitation: (i) injuries to or death of person; (ii) damage to property; or (iii) theft or

loss of property, resulting from, in whole or part, any acts omissions or other conduct of

Vendor and/or of any of Vendor's agents, servants, or employees, or any other person or entity employed directly or indirectly by Vendor in connection with performance of the Vendor's obligations and their respective agents, officers or employees. In the event that any action or proceeding, whether judicial, administrative, or otherwise, shall be commenced against IDEA-CNP on account of any claim, demand or liability subject of this indemnification agreement the Vendor shall, at its sole cost and expense, defend the IDEA-CNP in such action or proceeding with counsel reasonably satisfactory to IDEA-CNP. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which the IDEA-CNP is bound by, Vendor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Vendor shall indemnify and hold harmless the IDEA-CNP from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Vendor's obligations hereunder shall survive notwithstanding Vendor's completion of the services or the termination of the Contract.

- 17) Invoices shall be directed to IDEA-CNP and submitted to each cafeteria manager/assistant manager upon delivery of purchased items. Vendor shall submit invoices within a timely manner during IDEA-CNP's fiscal year in which the good(s) and/or service(s) are purchased, and:
- a) Submit separate invoices, in duplicate, on each purchase order at the time or shortly after each delivery.
 - b) Invoices shall indicate the purchase order number.
 - c) All invoices shall be itemized to include a description of each good(s) and/or service(s) rendered.
 - d) Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
 - e) Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
 - f) Total all extensions on the invoice.
 - g) Discount, if applicable, must be stated, extended and deducted to arrive at a Net Total for invoice.
 - h) Transportation charges, if any, shall be listed separately.
 - i) A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.
 - j) Shipment date of merchandise must be shown.
 - k) Date of purchase order must be shown.
 - l) Payment shall not be due until the above instruments are submitted after delivery.
 - m) Vendors should keep the IDEA-CNP advised of any changes to remittance addresses.
 - n) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
 - o) Do not include Federal Excise, State or City Sales Tax. The IDEA-CNP shall furnish exemption certificate, if required.
 - p) Each invoice should be verified by IDEA-CNP for accuracy.
 - q) If a credit is due, the next/subsequent invoice must show the credit owed and applied.
 - r) If IDEA-CNP denies or rejects a product deemed unacceptable, the cafeteria manager or assistant manager will make a notation directly on the invoice, initial and date it, along with the initials of the delivery driver

18) Vendor is required to provide IDEA-CNP with copies of certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to IDEA-CNP prior to the commencement of any work under this Agreement. All policies of insurance shall waive all rights of subrogation against IDEA-CNP, its officers, employees, and agents. The insurance company ensuring the vendor shall be licensed in the State of Louisiana and shall be acceptable to IDEA-CNP. Vendor shall give IDEA-CNP a minimum of ten (10) days - notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. IDEA-CNP reserves the right to require additional insurance should IDEA-CNP deem additional insurance necessary, in IDEA-CNP's sole discretion. Proof of insurance coverage must be submitted with the proposal. Minimum insurance requirements for any activities conducted on school property:

a) Workman's Compensation/Employer's Liability:

Statutory Limits

- i) \$500,000 Each Accident
- ii) \$500,000 Policy Limit
- iii) \$500,000 Each Employee

b) General Liability, Bodily Injury & Property Damage:

- i) \$500,000 Combined Single Limits
- ii) \$1,000,000 Aggregate

c) Automotive Liability:

- i) \$250,000 Each Person

d) Bodily Injury:

- i) \$500,000 Each Accident

e) Property Damage:

- i) \$250,000

19) The laws of the State of Louisiana, without regard to its provisions on conflicts of laws, shall govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in East Baton Rouge Parish, and Orleans Parish, Louisiana, and the parties hereby submit to the exclusive jurisdiction of said courts.

20) **BUY AMERICAN PROVISION:** IDEA-CNP requires for domestic end products and supplies for use in the United States when spending federal funds. IDEA-CNP, participating in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program for Children, Summer Food Service Program and/or Child and Adult Care Food Programs, is required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent practicable, to buy domestic commodities and products. A "domestic commodity or product" is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities produced in the United States. "Substantially" means over 51 percent (51%) of the final processed product must consist of agricultural commodities that were grown domestically. For foods that are unprocessed, agricultural commodities must be domestic and for foods that are processed, they must be processed domestically using agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the United States. The product label must designate the United States, or its territories, as the country of origin. IDEA-CNP requires Vendor to certify compliance with the Buy American provision, as defined in 7 CFR §

210.21(d). Vendors shall provide certification of the domestic content in the parts,

components, and other elements contained in the product, including specific information about the percentage of U.S. content from the supplier (i.e., manufacturer or distributor). In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American provision, or applicability of an exception to the Buy American provision, IDEA-CNP may decide not to purchase from Vendor. IDEA-CNP may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement. **Any exception to the Buy American Provision must be explicitly stated on the deviations of this proposal and include the country of origin, and percent (%) of U.S. content for each item.** Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by IDEA-CNP upon request. To be considered for an alternative or exception, the request must be submitting in writing to a designated official of IDEA-CNP in advance of delivery; IDEA-CNP may set a deadline for such requests to be submitted by Vendor. The request must include:

- a) Alternative substitute(s) that are domestic and meet the required specifications:
 - i) Price of the domestic food alternative substitute(s); and
 - ii) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- b) Reason for exception: limited/lack of availability or price (include price):
 - i) Price of the domestic food product; and
 - ii) Price of the non-domestic product that meets the required specification of the domestic product.

See 7 CFR § 210.21(d), and USDA-FNS memo SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program. The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds.

- 21) All goods and/or services provided by the Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of IDEA-CNP's acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/manufacture's warranty is less than the required period, the Vendor shall warrant the goods and/or services to the full extent as provided by the Vendor/manufacture. IDEA-CNP will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair IDEA-CNP's rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by IDEA-CNP. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order.
- 22) IDEA Public Schools reserves the right to accept or reject any or all proposals received or to cancel or extend in part or its entirety, this Request for Proposal, or make multiple or partial awards.
- 23) Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this RFP

- 24) When submitting proposals, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this RFP.
- 25) Proposals may be withdrawn only by delivery of a written request to IDEA Public Schools prior to the specified deadline time/date stated in the RFP. The authorized signatory must sign such requests.
- 26) Proposals received will become a part of the IDEA Public Schools' official files without further obligation to the respondents.
- 27) The contents of a successful Proposal may become a contractual obligation if selected for funding. Failure of the Respondent to accept these obligations can result in cancellation of an award or purchase agreement. IDEA Public Schools reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this RFP or if adequate funding is not received.
- 28) A response does not commit IDEA Public Schools to award a purchase agreement or a contract. IDEA does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IDEA Public Schools.
- 29) IDEA Public Schools reserves the right to contact any individual, agency, or employers listed in the RFP, to contact others who may have experience and/or knowledge of the respondent's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.
- 30) Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of IDEA Public Schools, or to any consultant, employee, or member of IDEA Public Schools for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.
- 31) This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by either party in whole or in part in the event of the other party's substantial failure to fulfill its obligations under this agreement through no fault of the terminating party. The defaulting party must provide written notification of the default and intent to terminate within a minimum of ten (10) business days. At IDEA-CNP's option, and in addition to any other remedies it may have available, IDEA-CNP reserves the right to terminate the Agreement if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitutes grounds for termination:
- Default in the payment of any fees, including timely remittance of Service Fee due to;
 - Continuous delivery of product or services rendered that fails to meet the Scope of Work;
 - Continuous delivery of product that is defective or fails to pass product inspection;
 - Continuous failure to meet required delivery timelines (three times or more);
 - Continuous failure to timely supply the awarded products or services at the contract price (more than one time);
 - Failure to provide, within a reasonable time and where required by the Agreement, information reasonably requested by IDEA CNP including, but not limited to, information requested of these

Terms and Conditions

- g. Selling non-awarded goods or services to IDEA CNP under this Agreement;
- h. Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to IDEA CNP unless caused by a Force Majeure event.
- i. Failure to meet schedules, deadlines and/or delivery dates within the time specified in this Agreement, the procurement solicitation and/or a purchase or work order;
- j. Otherwise fail to perform in accordance with this Agreement and/or the procurement solicitation

IDEA-CNP also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if IDEA-CNP believes, in its sole discretion that it is in the best interest of IDEA-CNP to do so. Vendor agrees that IDEA-CNP shall not be liable for damages in the event that IDEA-CNP declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by IDEA-CNP and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and IDEA-CNP, all terms of this Contract shall continue to apply to the Supplemental Contract.

- 32) In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, IDEA-CNP reserves the right to enforce the performance of the Agreement and/or procurement solicitation in any manner prescribed by law or deemed to be in the best interest of IDEA-CNP. IDEA-CNP may exercise any or all of the following rights:
- a)IDEA-CNP may take possession of the assigned premises and any fees accrued or becoming due to date;
 - b)IDEA-CNP may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
 - c)IDEA-CNP reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of IDEA-CNP.
 - d)In such event, the IDEA-CNP may charge the successful bidder the difference for any additional cost of such bid item.

- 33) No employee, officer or member of IDEA Public Schools shall participate in the selection, development of a response to this RFP, award or administration of a contract supported by the RFP if a conflict of interest, real or apparent, would be involved.
- 34) Respondents shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts. Violation of this provision may cause a respondent's response to be rejected.
- 35) No purchase agreement or contract may be awarded until the respondent has complied with Executive Order 12549, 29 CFR, Part 98 by submitting a signed Certification of Debarment, which states that neither the respondent, nor any of its principles, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.
- 36) Prior to award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IDEA Public Schools policy regarding free and open competition and conflicts of interest.
- 37) The District is exempt from federal excise tax, state, and local tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.

2.9 ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS

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

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

2.10 PROPOSAL CONSIDERATION/SELECTION CRITERIA

"Most Advantageous Proposal". In evaluating proposals, the following considerations will be taken into consideration for the award recommendations as per 2 CFR 200.320-324 and TDA SquareMeals - Administrator's Reference Manual - Section 17:

1. The purchase price
2. The responsiveness of the vendor

3. The reputation of the vendor and the vendor's goods and services
4. The vendor's past relationships with other educational institutions
5. The vendor's automated resources
6. The vendor is registered as a Historically Underutilized Business (HUB)

2.11 RESPONSIVE/RESPONSIBLE RESPONDENTS

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

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

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

2.12 EVALUATION

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

RFP # 01-RFP-CNP 2021-LA – LOUISIANA LINE OF GROCERIES - EVALUATION FORM			
Evaluation and Selection Criteria		Value	Score
1)	The Purchase Price;		
	a) Proposed price under this program.	53 pts.	
2)	The responsiveness of the vendor		
	a) The vendor provided all documentation requested in the RFP	7 pts.	
	b) The vendor provided the CN Labels or Product Formulation Statements for bid items as applicable and as requested in this RFP	7 pts.	
3)	The reputation of the vendor and of the vendor's goods or services;		
	a) The respondents experience and demonstrated competence with similar type services with districts and / or public entities.	5 pts.	
	b) The reputation of the vendor's goods and services	5 pts.	
4)	The vendor's past relationship with other educational institutions;		
	a) The respondent's type of services provided to other organizations based on the verified reference forms submitted	10 pts.	
5)	Vendor's Automated Resources		
	a) The vendor offers an automated system where orders can be placed and tracked	10 Pts.	
6)	Vendor is a certified historically underutilized business;		
	a) The respondent's proof of being a Historically Underutilized Business certification	3 Pts.	
	Total	100 Pts.	
Evaluator:			
Signature:		Date:	

IDEA Public Schools may use IDEA Public Schools staff, independent evaluators or a combination of both to evaluate and rank proposals.

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

NOTE: After evaluation, any proposal with a total score less than 50 points will be considered as non-responsive and will be disqualified from further consideration. Proposals receiving a final score of 50 or better are not guaranteed an award. **IDEA Public Schools reserves the right to request Best and Final Offers (BAFO) from all responsive respondents.**

2.13 HOW TO SUBMIT A PROPOSAL?

All proposal packages must be clearly marked with the Respondents' name and address **(it is very important to include the RFP #)**. Proposal packages must be delivered to and received prior to the deadline.

Linda de la Fuente, CNP Procurement Manager

Michael Lopez, CNP Director of Finance and Procurement

Janet Fuentes, CNP Procurement Analyst

IDEA Public Schools

2115 W. Pike Blvd

Weslaco, TX 78596

(956) 377-8000

Attn: RFP # 02-RFP-CNP-2021-LA

PART III- PROPOSAL FORMAT

3.1 TITLE PAGE

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

See coversheet below:

Child Nutrition Program

A Proposal Submitted in Response to

IDEA Public Schools

Request for Proposals # 02-RFP-CNP-2021-LA

Submitted by:

(Full Legal Name of Respondent)

On:

(Date of Proposal Submission)

3.2 RFP RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.

- Title Page
- Table of Contents
- Business Identification
- Additional Requirements
- Compliance with Specifications
- Past Performance/Demonstrated Effectiveness/References
- Cost **(Must use format included in attachment "M")**

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

3.3 RESPONDENT IDENTIFICATION

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

Name of Firm: _____

Name of Respondent: _____

Street Address: _____

City, State & Zip Code: _____

Taxpayer Identification Number: _____

3.4 ADDITIONAL REQUIREMENTS

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

NAME: _____ SSN: _____

NAME: _____ SSN: _____

3.5 NOTICE TO RESPONDENTS

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

ATTACHMENTS

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

1. Reference Sheet
2. Attachment A - Certification of Respondent
3. Attachment B – Certification Regarding Clean Air and Water Acts
4. Attachment C – Certification Regarding Work Hours & Safety Standards
5. Attachment D – Certification Regarding Davis-Bacon Act
6. Attachment E - Certification Regarding Drug-Free Workplace
7. Attachment F – Conflict of Interest
8. Attachment G - Equal Opportunity and Nondiscrimination
9. Attachment H– Bidders Certifications Form
10. Attachment I- Certification Regarding Lobbying
11. Attachment J- Certification Regarding Debarment
12. Attachment K – Product exception form - Janet
13. Attachment L – Reference Verification Template
14. Attachment M – Cost proposal submittal template
15. Attachment N – IDEA Vendor Packet

REFERENCE SHEET

(MUST INCLUDE REFERENCE VERIFICATION SHEETS - ATTACHMENT “L”)

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

1.

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

TELEPHONE NUMBER

PRODUCTS/SERVICES USED

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

2.

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

TELEPHONE NUMBER

PRODUCTS/SERVICES USED

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

3.

COMPANY NAME OR CONTACT PERSON

STREET ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

TELEPHONE NUMBER

PRODUCTS/SERVICES USED

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

ATTACHMENT "A"

CERTIFICATION OF RESPONDENT

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

Signature of Authorized Agent:

Printed Name and Title of Agent:

Name of Firm:

Address:

Telephone Number:

FAX Number:

Contact Person:

Email Address (if applicable):

Web Site Address (if applicable):

ATTACHMENT "B"**CERTIFICATION REGARDING CLEAN AIR AND THE FEDERAL WATER POLLUTION CONTROL ACT**

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

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT "C"**CERTIFICATION REGARDING WORK HOURS AND SAFETY STANDARDS**

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

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

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

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in previous paragraphs of this section.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT "D"**CERTIFICATION REGARDING DAVIS-BACON ACT**

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

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT “E”**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

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

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

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

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT “G”

EQUAL OPPORTUNITY AND NONDISCRIMINATION

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

EEO Laws, Rules, Guidelines, Regulations

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

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

- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

ATTACHMENT "H"**(Return signed form with your submittal)****1. Felony Conviction Notification**

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation.

Initial where applicable.

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

2. Criminal History Record Information Review of Certain Contract Employees

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

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

OR

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

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

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

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

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

ATTACHMENT "I"**CERTIFICATION REGARDING LOBBYING****PROCUREMENT**

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

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

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

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Signature

Date

ATTACHMENT “J”

CERTIFICATION REGARDING DEBARMENT

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

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

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

Firm’s Name: _____

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

Title of Authorized Company Official: _____
Typed or printed)

Signature of Authorized
Company Official: _____

Date Signed: _____

ATTACHMENT "K"

Approved Equals Form Change Form / Request for Approved Equals Attachment "K"		
Company Requesting Name: Contact Name: Address: Bid Item # Change Requested:	Date: Phone: Email:	
Comments/Reason for Change:		
IDEA Public Schools - CNP Use Only:		
Reviewed by: Date:	Title: Number of Request:	
Action Taken:	Approved	Denied
Comment:		
<small>Note: A separate form must be submitted for each request for an approved equal. Proposers are required to submit a CN label or Product Formulation Statement for each item before the bid due date and time for review. Any request received without the necessary CN Label or Product Formulation Statement will be returned.</small>		

ATTACHMENT “L”**Instructions:**

- Section (A) has to be filled by the vendor prior to it being sent to a customer for reference verification
- Section (B) has to be completed by the customer
- IDEA Public Schools encourages entering comments that would assist us in making a more educated decision regarding this vendor
- Incomplete forms will not be considered as reference since this documentation will be used as part of the evaluation criteria

(A) TO BE FILLED BY VENDOR

REFERENCE VERIFICATION REQUESTED BY (Name of vendor): _____

FOR THE SERVICES PROVIDED ON (Enter Date): _____

FOR THE FOLLOWING RFP, IFB, or RFQ: _____

(B) TO BE FILLED BY CUSTOMER (REFERENCE)

OVERALL HOW WAS YOUR EXPERIENCE WITH THIS VENDOR? (Please circle one)

EXCELLENT

GOOD

AVERAGE

POOR

WOULD YOU RECOMMEND THIS VENDOR TO ANOTHER SCHOOL DISTRICT? (Please circle one)

YES

NO

TYPE OF COMMODITIES OR SERVICES PROVIDED BY THE VENDOR (Please circle one):

FOOD

NON-FOOD

JANITORIAL

OTHER SERVICE

DID THE VENDOR SUPPLIED THE PRODUCTS WITHIN THE TIME ALLOWED IN YOUR SOLICITATION? (Please circle one)

YES

NO

HOW OFTEN DID THE VENDOR SENT PRODUCT SUBSTITUTION? (Please circle one)

YES

NO

N/A

DID THE VENDOR REQUESTED APPROVAL PRIOR TO DELIVERING PRODUCT SUBSTITUTIONS? (Please circle one)

YES

NO

N/A

HOW LONG HAVE YOU DONE BUSINESS WITH THIS VENDOR FOR? (Please circle one)

LESS THAN 1 YEAR

BETWEEN 1 TO 5 YEARS

FOR LONGER THAN 5 YEARS

PROVIDE ANY COMMENTS DETAILING YOUR EXPERIENCE WITH THIS VENDOR RELEVANT TO SOLICITING THEIR SERVICES (Optional)

CUSTOMER NAME_____
TITLE_____
CUSTOMER SIGNATURE_____
DATE_____
CUSTOMER PHONE NUMBER_____
CUSTOMER E-MAIL ADDRESS

Created May 15, 2020

ATTACHMENT “M”

**COST PROPOSAL FORMATTING TO BE SUBMITTED WITH THE PACKET
ATTACHMENT “M” CAN BE DOWNLOADED AT <https://ideapublicschools.org/our-story/finance-budget/>**

ATTACHMENT "N" – VENDOR PACKET



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

We appreciate your interest in becoming a vendor with IDEA Public Schools. Before we can set you or your business up in our software system and do business with you, please fill out and return the vendor packet in its entirety.

Here are a few things to keep in mind:

- Does your business accept purchase orders?
- Do not perform services or fulfill any orders without an approved purchase order in place.
- IDEA Public Schools is not responsible for materials, supplies or equipment delivered without an approved purchase order.
- IDEA Public Schools has a 30 day net payment policy.
- IDEA Public Schools does not pre-pay vendors for services or goods.
- Do not over ship or substitute items from the original purchase order unless pre-approved by the Purchasing or Accounts Payable Team Lead or the Director of Accounting Operations.
- Invoices must be rendered on date of complete shipment of all materials/items on the purchase order. Separate billing for partial shipments is not allowed unless other arrangements have been done with Accounts Payable Team Lead or Director of Accounting Operations.
- IDEA Public Schools will verify if your business has been debarred or suspended on www.sam.gov
- IDEA Public Schools will verify information on your W9 with the IRS website for TIN matching.
- All invoices should be sent to payable@ideapublicschools.org for processing.
- Contact Maribel Anzaldua @ 956-373-6825 or Maribel.anzaldua@ideapublicschools.org if you have any questions.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	--	--

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



IDEA Public Schools

VENDOR MAINTENANCE FILE

Vendor no. assigned <input type="text"/>		<input type="checkbox"/> New Vendor <i>(check one)</i>
		<input type="checkbox"/> Revision to Vendor File
Name: _____		Remit to Address (if different)
Attention: _____		Contact: _____
Address: _____		Address: _____
City: _____		City: _____
State: _____ Zip Code: _____		State: _____ Zip Code: _____
Telephone: _____		Alt. Phone: _____
Fax: _____		Email: _____
Vendor's Identification Number		
<input type="checkbox"/> Individual's Social Security Number _____ <i>i.e. (123-45-6789)</i>		
Business / Company's Employer I.D. # _____ <i>i.e. (74-1234567)</i>		
Is this business / company / individual _____ <i>(Choose one)</i>		
We pay this vendor for the following (Check as many as applicable)		
Purchase Goods <i>(Explain Products)</i>		
<input type="checkbox"/> Rent Products, equipment, etc.	<div style="border: 1px solid black; padding: 5px;"> Form 1099: Box 1 Form 1099: Box 6 Form 1099: Box 7 </div>	
<input type="checkbox"/> Medical Payments		
<input type="checkbox"/> Personal Services <i>(repairs, consultants, other services, etc.)</i>		
Employee Reimbursements		
<input type="checkbox"/> Travel Related <i>(mileage, meals, hotels, taxi, plane fare, conference fees, etc.)</i>		
Requested by: _____		Date: _____
<i>signature</i>		

Business Office Use Only		
Signature	Date	
Posted by: _____	_____	1099 Vendor: YES / NO <i>(Circle One)</i>
		IF YES: 1099 BOX NO. <input type="text"/>

* This form must be filled out by IDEA employees- not by vendors.

TYPE OR PRINT

Vendors will not be added on system without an email or phone number provided.
All sections of this form must be filled out in order to process
Turn in forms to M. Anzaldúa at the Purchasing Department

**ACH Vendor Payment Enrollment Form**

(Only for use with banks within the United States)

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

Section 1: Payee / Company Information

Vendor Name: _____

Social Security Number or FID Number: _____

Phone Number: _____

Mailing Address: _____ City _____ State _____ Zip _____

Email: _____

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

Section 2: Account Information☐

Personal Account

☐

Business Account

Bank Name: _____

Bank Address: _____ City _____ State _____ Zip _____

Bank Routing Number: _____ (must be 9 digits)

Bank Account Number: _____ Checking ☐ Savings ☐**Section 3: Authorization**

Vendor Signature

Print Name

Date

Section 4: Submit Information to

IDEA Public Schools
2115 W Pike Blvd
Weslaco, TX 78596
Phone: 956-377-8000

OR

Maribel.Anzaldua@ideapublicschools.org



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

SB9 FORMS:

Before IDEA Public Schools can set you or your business up as one of our approved vendors, we require an SB9 form to be completed if you will have direct contact with students. Fill out the attached form and return it as part of your completed vendor packet. This form is required in order to comply with state law. Contact Maribel Anzaldua @ 956-373-6825 or purchasing@ideapublicschools.org should you have any questions.

**HUMAN RESOURCES****Model SB 9 Contractor Certification
Independent Contractor**

Introduction: Texas Education Code Chapter 22 requires an independent contractor who provides services to a school district to submit to a criminal history review if the independent contractor will have continuing duties related to the contracted services and direct student contact. Each independent contractor must certify to the District that the contractor has complied.

The district may not obtain criminal histories for individual independent contractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas department of Public Safety's Crime Records Services at (512) 424-2474.

A covered independent contractor with a disqualifying criminal history is prohibited from serving at a school district. The following offenses are disqualifying: (1) a conviction or other criminal history information designated by the District; or (2) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas code of Criminal Procedure, (c) an equivalent offense under federal law or the laws of another state.

I certify to IDEA Public Schools Independent School District ("District") that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT). I further certify to the District that I do not have disqualifying criminal history. I agree to notify the District in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term.

I agree to provide the District, upon request, my full name and any other requested information so that the District may obtain my criminal history record information. I understand that the District may terminate my services at any time if the District determines, at its sole discretion, that my criminal history is not acceptable.

Noncompliance or misrepresentations regarding this certification may be grounds for contract termination.

Signature

Date

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Chapter 22 of the Texas Education Code requires entities that contract with public schools to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from providing services to IDEA Public Schools ("IDEA"). Contractors must certify to IDEA that they have complied and must obtain similar certifications from their subcontractors.

IDEA may not obtain criminal histories for contractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

Definitions:

"Covered Employees": Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. IDEA retains the discretion to determine what constitutes direct contact with students.

"Disqualifying Criminal History": Any conviction or other criminal information designated by IDEA, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
 - a. Crimes involving moral turpitude;
 - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
 - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
 - d. Crimes involving school property or funds;
 - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
 - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
 - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that IDEA believes might compromise the safety of students, staff, or property.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES**Please complete the information below:**

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

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

Or

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

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

I also certify to IDEA on behalf of Contractor that Contractor has obtained certifications from its subcontractors, if any, of compliance with Chapter 22 of the Texas Education Code.

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

Contractor Representative

Date

END OF IDEA PUBLIC SCHOOLS RFP

PACKAGE FOR CHILD NUTRITION PROGRAM DEPARTMENT