



**IPS Enterprises**  
**INVITATION FOR BID (IFB)**  
**For**  
***Personal Protective Equipment and Supplies***

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**#15-IFB-PPE-2021**

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**#15-IFB-PPE-2021****Bid Information I**

Bid Owner Elliott Nguyen  
Email [Elliott.Nguyen@ipsenterprises.org](mailto:Elliott.Nguyen@ipsenterprises.org)  
Phone 512-701-2077  
Fax  
Bid Number #15-IFB-PPE-2021  
Title Personal Protective Equipment and Supplies

Deadline for Questions November 10, 2020 at 3:00 p.m.  
Q/A Posted to Website November 12, 2020 by 5:00 p.m.  
Submission Date November 16, 2020 by 5 p.m. via EMAIL ONLY  
Subject line: #15-IFB-PPE-2021

Due to COVID-19 precautions and in an effort to prevent the spread of COVID-19 while continuing to provide ongoing support and services for IPS Enterprises, the District will accept electronic (email) bid submissions for #15-IFB-PPE-2021 – Personal Protective Equipment and Supplies via email only; FAX or HARD COPY Proposals will not be accepted.

Bid Packages Available Available on website: [www.ideapublicschools.org](http://www.ideapublicschools.org) → About IDEA → Finance and Budget → RFP Documents

**Bid questions should be submitted by November 10, 2020 by 3:00 p.m. to the email address below; questions received after this deadline will not be considered or answered.**

Contact Information Elliott Nguyen  
Email: [Elliott.Nguyen@ipsenterprises.org](mailto:Elliott.Nguyen@ipsenterprises.org)  
Phone 512-701-2077

**Supplier Information**

Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

By Submitting your response, you certify that you are authorized to represent and bind your company.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Bid Notes

Any questions or inquiries to this solicitation shall be made no later than 3:00 p.m. on November 10, 2020 via email only. Please see “bid attachments” to see terms and conditions pertaining to this Bid. Interested vendors shall fill out and submit Bid, via email, by the deadline. IPS Enterprises will select the Bid(s) that provide(s) the best value to IPS Enterprises in accordance to the awarding criteria contained in this solicitation. In further information is needed please contact the Procurement Department for further assistance.

## PART I - GENERAL INFORMATION

### BACKGROUND

IPS Enterprises is a 501(c)(3) non-profit organization responsible for the management and oversight of schools operating under the name of IPS Enterprises in the states of Louisiana, Florida, and Ohio. IPS Enterprises operates six schools in New Orleans and Baton Rouge in 2020-2021 and shall open 3 additional schools in 2021-2022. Additionally, IPS Enterprises will open its first four schools in Tampa, Florida in 2021-2022. IPS Enterprises is committed to "College for All Children."

### FUNDING

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

### SERVICES SOLICITED

IPS Enterprises is soliciting Invitations for Bids for Personal Protective Equipment (PPE) and Supplies.

- 1.1 Each vendor shall furnish the information required by the Contract Documents. The vendor shall sign the *Bid*, *all addenda*, and the *Bid sheet*. The person signing the Bid must initial erasures or other changes. Bids signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been previously furnished to IPS Enterprises.
- 1.2 Deliveries shall be to IPS Enterprises destination sites. Freight prepaid and assumed by the vendor. IPS Enterprises reserves the right to pick up items in lieu of delivery from local vendors.
- 1.3 IPS Enterprises does not pay Federal Excise Taxes or Texas and local retail sales and use taxes. Tax exemption certificates will be provided upon request.
- 1.4 The vendor may offer an "equal" product or product exceeding specifications as an alternate Bid. Final determination of whether or not an item is an "approved equal" remains with IPS Enterprises.
- 1.5 All data and material safety data sheets (MSDS) must accompany Bid (if needed).

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- 1.6 Bids submitted on forms other than the IPS Enterprises forms or with different terms or provisions may be considered as non-responsive Bids.
- 1.7 IPS Enterprises expects that all Bids will remain valid for the term of this Bid.
- 1.8 Award to vendor(s) will be for the period of 12/01/2020 through 08/1/2021 with the option to extend for 1 year upon mutual agreement of IPS Enterprises and the vendor.
  - 1.8.1 Multiple vendors may be awarded to meet pricing needs.
  - 1.8.2 Multiple vendors may be awarded to meet quantity needs.
  - 1.8.3 Each listed item on "Attachment A" will be treated as an independent bid. If the vendor can only supply one item out of the list and is the most advantageous bid and conforms to specs solicited, the vendor will be selected for that item.
- 1.9 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.
- 1.10 "Reservations". IPS Enterprises expressly reserves the right to:
  - 1.10.1 Waive minor deviations from the specifications when it is determined that the total cost to the IPS Enterprises of the deviating Bid is lower than the lowest conforming Bid which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating Bid is equal to or greater than that of the conforming Bid.
  - 1.10.2 Waive any defect, irregularity, or informality in any Bid procedure.
  - 1.10.3 Reject any or all Bids.
  - 1.10.4 Amend a Bid prior to Bid opening date to extend or make changes to specification.
  - 1.10.5 Procure any item by other means.
  - 1.10.6 Increase or decrease the quantity specified in the Bid, unless the offeror specifies otherwise.

## IFB CALENDAR

1. An IFB packet will be available **10:00 a.m. CST on October 28, 2020**. Bid packages may be obtained electronically with request emailed to: [Elliott.Nguyen@ipsenterprises.org](mailto:Elliott.Nguyen@ipsenterprises.org)
2. Bids should be delivered electronically [Elliott.Nguyen@ipsenterprises.org](mailto:Elliott.Nguyen@ipsenterprises.org) no later than 5:00 PM, CT, on **November 16, 2020**. No Bids shall be accepted after this deadline.

Issue Date                      October 28, 2020 at 10:00 a.m. CST  
 Deadline for Questions      November 10, 2020 at 3:00 p.m.

Q/A Posted to Website November 12, 2020 by 5:00 p.m.  
Submission Date November 16, 2020 by 5 p.m. via EMAIL ONLY  
Subject line: #15-IFB-PPE-2021

3. Bid Inquiries: Should any questions arise, please submit inquiries via e-mail to: [Elliott.Nguyen@ipsenterprises.org](mailto:Elliott.Nguyen@ipsenterprises.org) by the deadline referenced above.

## PAYMENT TERMS

Payment will be issued upon review and approval of invoice within 30 days. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the IPS Enterprises - Purchasing Department 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 IPS Enterprises ATTN: Accounts Payable via email at [payable@ideapublicschools.org](mailto:payable@ideapublicschools.org) or by mail at 2115 W. Pike Blvd., Weslaco, Texas 78596.

## PART II- BID CONTENT AND PROCESS

### PURPOSE

The purpose of this Invitation for Bid (IFB) is to obtain Personal Protective Equipment and Supplies for the 2020-2021 school year, with a possible extension into the 2021-2022 school year.

### NOTICE TO ALL VENDORS DURING COVID-19

IPS Enterprises is interested:

1. Vendor must keep IPS Enterprises (IPS) advised of any changes in order(s) status.
2. Award to vendor(s) will be for a period ending on June 30<sup>th</sup>, 2021 with the option to extend mutually for up to 1 year.
3. Questions regarding this Bid must be in writing and emailed to [Elliott.Nguyen@ipsenterprises.org](mailto:Elliott.Nguyen@ipsenterprises.org) in accordance to the date and time outlined above.
4. All pricing and any award under this IFB shall be good for IPS and any other entity purchasing through IPS.

## SCOPE OF SERVICES

### RESPONDENT RESPONSIBILITY

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

Any explanation desired by a vendor regarding the meaning or interpretation of any portion of the contract documents must be emailed to [Elliott.Nguyen@ipsenterprises.org](mailto:Elliott.Nguyen@ipsenterprises.org), in a timely manner to allow for a reply to reach vendors before the submission of their Bids. 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 Bids 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.

### DESIRED SERVICES

#### **Personal Protective Equipment and Supplies MANDATORY REQUIREMENTS & EQUIPMENT QUANTITIES**

- 1) General. The following instructions by IPS Enterprises are intended to afford offerors an equal opportunity to participate in the contract.
- 2) Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.
- 3) Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/Bid) is submitted will be construed by the IPS Enterprises Board of Directors to indicate that the offeror agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.
- 4) The terms offeror, contractor, proposer, vendor, respondent and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms IPS, Owner, and/or government entity refer to IPS Enterprises.
- 5) Specifications. Offerors are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the offeror's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.
- 6) The specifications listed on 'Attachment A'. Any deviation or comparable must be properly identified and be acceptable by IPS Enterprises. For this reason, vendors are discouraged from describing and deviations simply



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as “equal” or “exceeds” the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the space provided or on a separate piece of paper and submit their bid. Failure to do so may result in the rejection of the bid and or product for non-compliance. Any deviation to specifications must be listed and clearly defined. If additional pages are needed, please include a separate sheet of paper titled “Deviations to Specifications” and include with the bid document.

7) Scope of Services

IPS Enterprises is requesting bids for personal protective equipment and supplies in the minimum quantities outlined below:

Item Description	Minimum Quantity Requested
Adult Sized Nitrile Gloves (Powder Free)– 3 millimeter minimum	5,000 pairs, S-XL
Adult Sized Vinyl Gloves (Powder Free) – 3 millimeter minimum	50,000 pairs, S/M/L/XL
Adult Sized Protective Gowns – AAMI Level 1 minimum	1,000
Adult sized Multi-Use Face Shields	300
Child sized Multi-Use Face Shields – Ages 3+	3,000
Adult Sized Single-Use Face Shields	300
Child sized Multi-Use Face Shields – Ages 3+	3,000
Adult sized Disposable Face Masks	3,000
Child sized Disposable Face Masks – Ages 3+	10,000
No Touch Thermometers	50
Oral Probe Thermometers	50
Oral Probe Covers	10,000
Eye Goggles	100
Alcohol Prep Pads	10,000
Sanitizing Wipes – Safe for Technology	25,000
Sanitizing Wipes – General Use	25,000

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The Bid should also include the cost of delivery to each of IPS's campuses and locations, potentially representing 15 unique addresses in Louisiana, Florida, and Ohio. Consumable PPE and Supplies such as gloves, gowns, wipes, etc. may require recurring shipments over the course of several months throughout the year.

**IPS ENTERPRISES RESPONSIBILITY**

- A. The district reserves the right to cancel service due to unacceptable prices variances. 20 business day advanced notice/notification is expected (from awarded vendor) when a large market price increase (7%+) occurs for a particular item. This will allow IPS an opportunity to search and approve a substitute item of equal or greater quality.
- B. All pricing and any award under this IFB shall be good for IPS and any other entity purchasing through IPS.
- 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 IPS written justification for any increase and IPS must make a 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 services provided for IPS pursuant to its contract, the vendor must provide the same decrease in rates for IPS. It is recommended that the vendor provide said rate decreases voluntarily. If IPS learns of a decrease in rates from a source other than the vendor, the vendor shall credit IPS with the difference between IPSS' 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 IPS. 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 IPS for the term of the contract.

**BID OPENING**

Bid Opening is scheduled for **Tuesday, November 17, 2020** at 3 PM and bids evaluated through **Friday, November 20, 2020**. A formal "opening" will not be held and prices will not be read. Trade secrets and confidential information contained in Bids shall not generally be open for public inspection, but IPS's records are a matter of public record.

**WHO IS ELIGIBLE TO RESPOND?**

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

- Possess or is able to obtain adequate financial resources as required to perform under this IFB
- Is able to comply with the required or proposed IFB
- Have a satisfactory record of integrity and ethics
- Be otherwise qualified and eligible to receive an award

- Be in good standing with the applicable national or state associations

## INSURANCE REQUIREMENTS

**Proof of Insurance:** Contractor certifies that any certificate of insurance, (preferably an ACORD certificate), provided as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement. The District's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the District's rights or remedies under this Agreement. **The District's Risk Management Department may require additional proof of insurance including but not limited to policies and endorsements.**

Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement.

Contractor shall provide a copy of this Agreement to its insurance agent or broker.

Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement.

## PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of these items shall be in accordance with the IPS Enterprises procurement policies and general terms as follows:

- IPS Enterprises reserves the right to accept or reject any or all Bids received or to cancel or extend in part or its entirety, this Invitation for Bid, or make multiple or partial awards.
- 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 IFB
- When submitting Bids, 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 IFB.
- Bids may be withdrawn only by delivery of a written request to IPS Enterprises prior to the specified deadline time/date stated in the IFB. The authorized signatory must sign such requests.
- Bids received will become a part of the IPS Enterprises' official files without further obligation to the respondents.
- The contents of a successful bid 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. IPS Enterprises 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 IFB or if adequate funding is not received.

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- A response does not commit IPS Enterprises to award a purchase agreement or a contract. IPS 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 IPS Enterprises.
- IPS Enterprises reserves the right to contact any individual, agency, or employers listed in the IFB, 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.
- Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of IPS Enterprises, or to any consultant, employee, or member of IPS Enterprises for the purpose of or having the effect of influencing favorable disposition toward their own Bid or any other bid submitted hereunder.
- No employee, officer or member of IPS Enterprises shall participate in the selection, development of a response to this IFB, award or administration of a contract supported by the IFB if a conflict of interest, real or apparent, would be involved.
- 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.
- 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.
- Prior to award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IPS Enterprises policy regarding free and open competition and conflicts of interest.
- 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.

**ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS**

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

IPS Enterprises  
Attn. Purchasing Dept.  
2115 W. Pike Blvd  
Weslaco, TX 78596  
(956) 377-8000

## BID CONSIDERATION/SELECTION CRITERIA

“Most Advantageous Bid”. In evaluating bids, the following considerations will be taken into account for the award:

- The purchase prices, inclusive of freight
- The reputation of the vendor and of the vendor’s goods and services
- The quality of the vendor’s goods or services
- The speed at which goods and services can be provided without additional cost
- The extent to which the goods or services meet IPS’s needs
- The vendor’s past relationship with IPS
- The total long-term cost to IPS to acquire the vendor’s goods or services
- Vendor’s service and delivery capabilities
- Probability of continuous availability
- Any other relevant factor specifically listed in the IFB

## RESPONSIVE/RESPONSIBLE RESPONDENTS

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

1. The Bids must have been submitted by the due date and time.
2. The Bids must be complete with the original signatures.
3. The Bids must be for the specific services requested and described in the IFB Packet.
4. The Bids must be submitted in the format described in the IFB Packet.

All Bids will be screened for inclusion of all required information prior to release to the evaluation team. IPS Enterprises staff may exclude from further consideration for contract award any non-responsive Bid or portion of a Bid.

## 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. Each item will be evaluated individually.**

**EVALUATION RUBRIC FOR PPE AND SUPPLIES**

<b>SCORING RUBRIC</b>	<b>POINTS POSSIBLE</b>
Adherence to item specifications*	20
Availability to meet minimum product quantities	20
Timeliness of product turnaround from date of order	15
The overall quality of the product samples	15
Reputation of the bidder specific to supplying PPE	10
Price inclusive of shipping and delivery	10
Bidder's past experience working with IPS	10
<b>Total Score</b>	<b>100</b>

\*As a part of the evaluation process, bidders must submit 10 samples of each unique item of PPE that would be provided if awarded the contract. 5 samples must be sent to BOTH of the following addresses by the November 16 deadline at 5:00 p.m. Submission of physical samples to the addresses below is a requirement for a complete IFB package submission.

Elliott Nguyen  
 Director of Procurement  
 9424 Sawyer Fay Lane  
 Austin TX, 78748

Elda Pruneda  
 Assistant Director of Facilities Procurement  
 IPS Enterprises  
 2115 West Pike Blvd  
 Weslaco TX, 78596

IPS Enterprises may use IPS Enterprises staff, independent evaluators, or a combination of both to evaluate and rank Bids.

After evaluation, an award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification. IPS Enterprises may enter into negotiations with the highest ranked respondent. If IPS Enterprises 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 IPS Enterprises has rejected all Bids.

NOTE: After evaluation, any Bid with a total score less than 60 points will be considered as nonresponsive and will be disqualified from further consideration. Bids receiving a final score of 60 or better are not guaranteed an award. **IPS Enterprises reserves the right to request Best and Final Offers (BAFO) from all responsive respondents.**

**HOW TO SUBMIT A BID?**

All Bid packages must be clearly marked with the Respondents' name and IFB number in the Subject Line of the email. Bid packages must be sent via email prior to the deadline, see IFB Calendar section (p.5).

**PART III- BID FORMAT**

**TITLE PAGE**

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

See coversheet below:

**PROCUREMENT**

A Bid Submitted in Response to

**IPS Enterprises**

**Invitation for Bids #15-IFB-FCL-2021**

**Submitted by:**

---

**(Full Legal Name of Respondent)**

**On:**

---

**(Date of Bid Submission)**

**IFB RESPONSE FORMAT AND CONTENT****1. Page/Items to return/include.**

- Title Page
- Table of Contents
- Business Identification
- Background and History of Company
- Additional Requirements
- Compliance with Specifications
- Past Performance/Demonstrated Effectiveness/References
- Evaluation Requirements
- Cost Bid

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

**RESPONDENT IDENTIFICATION**

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

1. Name of Firm \_\_\_\_\_

2. Street Address \_\_\_\_\_

3. City, State & Zip Code \_\_\_\_\_

4. Federal ID# or Social Security Number \_\_\_\_\_

5. Email Address \_\_\_\_\_

6 Phone Number \_\_\_\_\_



#### ADDITIONAL REQUIREMENTS

1. Ownership: Bid 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: \_\_\_\_\_

## NOTICE TO RESPONDENTS

Finalists may be asked to attend a panel conference via Zoom or other electronic teleconferencing system 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 Bid. **Attachment D** is required to ensure that no potential conflicts of interest exist with IPS Enterprises Board or staff members. **All forms must be signed and completed.**

1. Reference Sheet
2. Attachment A-Item Specifications
3. Attachment B-Certification of Respondent
4. Attachment C-Certification Regarding Drug-Free Workplace
5. Attachment D—Conflict of Interest
6. Attachment E-Equal Opportunity and Nondiscrimination
7. Attachment F—Bidders Certifications Form
8. Attachment G-Certification Regarding Lobbying
9. Attachment H-Certification Regarding Debarment
10. Attachment I-Mandatory Requirement
11. Attachment J-Cost Bid

### REFERENCE SHEET

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.

1.	<hr/>			
	COMPANY NAME OR CONTACT PERSON			
	<hr/>			
	STREET ADDRESS	CITY	STATE	ZIP
	<hr/>			
	CONTACT PERSON	TELEPHONE NUMBER		
	<hr/>			
	PRODUCTS/SERVICES USED			
	<hr/>			
	DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK			
	<hr/>			
2.	<hr/>			
	COMPANY NAME OR CONTACT PERSON			
	<hr/>			
	STREET ADDRESS	CITY	STATE	ZIP
	<hr/>			
	CONTACT PERSON	TELEPHONE NUMBER		
	<hr/>			
	PRODUCTS/SERVICES USED			
	<hr/>			
	DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK			
	<hr/>			
3.	<hr/>			
	COMPANY NAME OR CONTACT PERSON			
	<hr/>			
	STREET ADDRESS	CITY	STATE	ZIP
	<hr/>			
	CONTACT PERSON	TELEPHONE NUMBER		
	<hr/>			
	PRODUCTS/SERVICES USED			
	<hr/>			
	DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK			

**ATTACHMENT "A"**  
ITEM SPECIFICATIONS

The items below are being requested as a part of this IFB. Vendors may bid on any or all of the items below.

<b>Item Description</b>	<b>Minimum Quantity Requested</b>
Adult Sized Nitrile Gloves (Powder Free)– 3 millimeter minimum	500,000 pairs, S/M/L/XL
Adult Sized Vinyl Gloves (Powder Free) – 3 millimeter minimum	2M pairs, S/M/L/XL
Adult Sized Protective Gowns – AAMI Level 1 minimum	24,000
Adult sized Multi-Use Face Shields	6,000
Child sized Multi-Use Face Shields – Ages 3+	25,000
Adult Sized Single-Use Face Shields	6,000
Child sized Multi-Use Face Shields – Ages 3+	25,000
Adult sized Disposable Face Masks	100,000
Child sized Disposable Face Masks – Ages 3+	250,000
No Touch Thermometers	1,000
Oral Probe Thermometers	1,000
Oral Probe Covers	60,000
Eye Goggles	1,000
Alcohol Prep Pads	600,000
Sanitizing Wipes – Safe for Technology	4,000,000
Sanitizing Wipes – General Use	4,000,000

List of IPS campuses and offices that PPE shipments may be sent to should a contract be awarded.

<b>Site</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
IPS Enterprises District Warehouse	<a href="#">320 A-UTAH AVE STE 11</a>	WESLACO	TX	78596
IDEA SoLA Regional Office	<a href="#">804 MAIN STREET</a>	BATON ROUGE	LA	70802
IDEA Bridge Academy	1500 North Airway Blvd	Baton Rouge	LA	70815
IDEA Innovation Academy	7800 Innovation Park Drive	Baton Rouge	LA	70820
IDEA Oscar Dunn Academy	12000 Hayne Blvd	New Orleans	LA	70128
IDEA Hope	5050 East 10 <sup>th</sup> Ave	Tampa	FL	33619
IDEA Victory	11612 N Nebraska Ave	Tampa	FL	33612
IDEA Tampa Regional Office	5001 Nebraska Ave, Ste A	Tampa	FL	33603

**ATTACHMENT "B"****CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this quote/bid and have read the specifications, 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:**

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Printed Name and Title of Agent:

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Name of Firm:

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Address:

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Telephone Number:

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FAX Number:

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Contact Person:

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Email Address:

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Web Site Address (if applicable):

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**ATTACHMENT "C"****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 IPS Enterprises 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.

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Name of Organization/Firm

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Signature of Authorized Representative

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Date

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Print Name and Title of Authorized Representative

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

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

- X No manager, employee or paid consultant of the Respondent is a member of the Board, or an employee of IPS Enterprises or IDEA Public Schools;
- X No manager or paid consultant of the Respondent is married to a member of the Board, the CEO, or an employee of IPS Enterprises or IDEA Public Schools;
- X No member of the Board, the CEO or an employee of IPS Enterprises or IDEA Public Schools is a manager or paid consultant of the respondent;
- X No member of the Board, the CEO or an employee of IPS Enterprises or IDEA Public Schools owns or controls more than 10 percent in the Respondent;
- X No member of the Board, CEO, or employee of IPS Enterprises or IDEA Public Schools receives compensation from Respondent for lobbying activities as defined in Chapter 305 of the Texas Government Code;
- X Respondent has disclosed within the Bid any interest, fact or circumstance which does or may present a potential conflict of interest;
- X 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 IPS Enterprises and shall immediately refund to IPS Enterprises 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 IPS Enterprises relating to that contract.

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Name of Organization/Firm

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Signature of Authorized Representative

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Date

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Print Name and Title of Authorized Representative



**ATTACHMENT "E"****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.

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Name of Organization/Firm

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Signature of Authorized Representative

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Date

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Print Name and Title of Authorized Representative

## ATTACHMENT "F"

**BIDDER CERTIFICATIONS FORM**  
**(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 "G"**

## CERTIFICATION REGARDING LOBBYING

## PROCUREMENT

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

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

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

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Name of Organization/Firm

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Signature of Authorized Representative

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Date

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Print Name and Title of Authorized Representative

**ATTACHMENT "H"****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 "I"**

**MANDATORY REQUIREMENTS**

Mandatory requirements are specific to the items listed in Attachment A.

\_\_\_\_\_  
Name of Organization/Firm

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

**ATTACHMENT “J”****COST BID**

Prices should be inclusive of all costs, including shipping, to the addresses referenced in Attachment A.

<b>Item Description</b>	<b>Minimum Quantity Requested</b>	<b>Cost</b>
Adult Sized Nitrile Gloves (Powder Free)– 3 millimeter minimum	500,000 pairs, S/M/L/XL	Please indicate price per glove:
Adult Sized Vinyl Gloves (Powder Free) – 3 millimeter minimum	2M pairs, S/M/L/XL	Please indicate price per glove:
Adult Sized Protective Gowns – AAMI Level 1 minimum	24,000	Please indicate price per gown:
Adult sized Multi-Use Face Shields	6,000	Please indicate price per shield:
Child sized Multi-Use Face Shields – Ages 3+	25,000	Please indicate price per shield:
Adult Sized Single-Use Face Shields	6,000	Please indicate price per shield:
Child sized Multi-Use Face Shields – Ages 3+	25,000	Please indicate price per shield:
Adult sized Disposable Face Masks	100,000	Please indicate price per mask:
Child sized Disposable Face Masks – Ages 3+	250,000	Please indicate price per mask:
No Touch Thermometers	1,000	Please indicate price per thermometer:
Oral Probe Thermometers	1,000	Please indicate price per thermometer:
Oral Probe Covers	60,000	Please indicate price per cover:
Eye Goggles	1,000	Please indicate price per pair of goggles:
Alcohol Prep Pads	600,000	Please indicate price per prep pad:
Sanitizing Wipes – Safe for Technology	4,000,000	Please indicate price per wipe:
Sanitizing Wipes – General Use	4,000,000	Please indicate price per wipe:

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Name of Organization/Firm

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Signature of Authorized Representative

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Date

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Print Name and Title of Authorized Representative



# **END OF IPS ENTERPRISES IFB**

**PACKAGE FOR PROCUREMENT**