



**REQUEST FOR PROPOSAL (RFP)
for Authorized Staff Uniform Vendors**

#002-RFP-STAFFUNI-2122

Proposals will be accepted on or before March 1st at 4:00 pm CST. Proposals received later than the date and time designated may not be considered.

Submit your proposal with all appropriate attachments to:

Albento Anguiano
Purchasing Supervisor
2115 W. Pike
Weslaco, TX 78596
(956) 332-0913

Albento.anguiano@ideapublicschools.org

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

Company Name: _____

Company Address: _____

Employer Identification Number: _____

Representative Name: _____

Representative Telephone Number: _____

Signature: _____

Date: _____

By signing this document, you attest to providing the goods and/or services according to the published provisions of this Request for Proposal unless modifications or exceptions are clearly noted in your submission.

PROPOSAL SUBMISSION REQUIREMENTS

Vendors shall submit an electronic copy or a hard copy of the following documents to

Albento Anguiano
Purchasing Supervisor
2115 W. Pike
Weslaco, TX 78596
Albento.anguiano@ideapublicschools.org

1. **Cover Page:** Page one of this package shall be filled out and signed by an authorized company representative.
2. **Profile and Experience:** Vendor shall include background information on company and key employees involved in the execution of goods and services outlined in their proposal.
3. **Cost and Service Information:** Vendor shall complete the “COST” and “SERVICE” tabs on the attached worksheet.
4. **Additional Fees:** Vendor shall include any additional fees not expressly stated or requested in this RFP, including one-time fees that may be charged.
5. **References:** Vendor shall complete a list of references either using the form attached or through alternative form for other entities similar to IDEA Public Schools for which the Vendor has provided goods and/or services.
6. **Certificate of Insurance:** Vendor shall provide proof of Workers’ Compensation, General Liability, and Fidelity Bonding insurance.
7. **Criminal History Review of Vendor Employees:** Vendor shall review and complete the attached form regarding “Covered Employees” and criminal history and/or fingerprinting records.
8. **Debarment or Suspension Certificate:** Vendor shall review and complete the attached form.
9. **Conflicts Disclosure Statement (CIQ):** Vendor shall provide a signed and completed copy of the attached Form CIQ.
10. **State of Texas Health and Human Services Commission- Child Support Certification:** Vendor shall review and complete the attached form required when utilizing state funding.
11. **Supplemental Documentation:** Vendor shall include supplemental information, i.e. website training documents, proposed shirt material, any pack recommendations for family orders, a sample pack label.

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An RFP packet will be available at 12:00 pm am CST on February 11, 2021, on our website at the following link, <https://ideapublicschools.org/our-story/finance-budget/>, under the “About us” and “Finance and Budget” tab . The vendor is responsible for obtaining any updates or amendments from the website.

Pre-Bid Q&A

A pre-bid question & answer period will be available from February 15th -16th,2021 during which any questions regarding the RFP will be answered. All questions and answers will be visible to all participants on our website. Please e-mail albento.anguiano@ideapublicschools.org to submit questions.

GENERAL INFORMATION

IDEA Public Schools prepares students from underserved communities for success in college and citizenship. We are a growing network of 119 high-performing charter schools serving over 76,500 students located throughout the Rio Grande Valley, San Antonio, Austin, El Paso, Houston, Permian Basin TX. As well as locations in Louisiana, Florida, and Ohio. Over 80% of IDEA students are considered low-income, and one of every three students is the first in their family to go to college. Since our first graduating class in 2007, 100% of our seniors have been accepted to colleges and universities.

By 2022, IDEA will operate 173 schools in ten regions educating 100,000 students on their road to and through college. IDEA Public Schools is expanding Tampa, FL in 2021, Jacksonville, FL in 2022. Although IDEA's growth is rapid, it is also well planned and carefully calculated. Schools begin with minimal grade levels, adding facilities as students advance and eventually reaching full scale as a Pre K-12 campus.

RFP Purpose

IDEA Public Schools is currently seeking vendors to serve as an authorized provider of Staff uniforms for one or any combination of the regions we serve. Vendors proposing on any regions outside the state of Texas will be required to enter into separate contractual agreements with various legal entities such as IDEA Public Schools Louisiana, IDEA Public Schools NOLA, IDEA Public Schools Florida, and IDEA Public Schools Greater Cincinnati. The authorized vendors will supply items from our approved uniform list such as Polo shirts, scarves, winter hats, caps, jackets/fleece/vest, rain boots, dri-fit shirts and athletic shoes for coaching staff. The authorized vendors may be eligible to provide other IDEA-branded items with approval from IDEA Public Schools including school spirit tees, belts and backpacks. Vendors should be prepared to serve IDEA Public Schools by providing retail locations and/or a website where staff can purchase items.

IDEA Public Schools is interested in vendors that can provide the best overall value to the district through cost, delivery options, customer service, timeliness, and quality. This Request for Proposal (RFP) states the instructions for submitting the proposal, the specifications for the work, the criteria by which a vendor may be selected, and the contractual terms by which IDEA Public Schools intends to govern the relationship between itself and the authorized vendors.

Project Description and Scope of Services

IDEA Public Schools is seeking vendors to provide Staff uniforms for the schools and IDEA Entities listed below starting in the 2021-2022 school year. The Staff uniforms would need to be available for Campuses to purchase no later than June 1, 2021.

Rio Grande Valley TX (Upper)

IDEA Quest	14001 N ROUTH	EDINBURG	TEXAS	78541	HIDALGO
IDEA Mission	1600 S SCHUERBACH RD	MISSION	TEXAS	78572	HIDALGO
IDEA San Juan Academy	200 N NEBRASKA AVE	SAN JUAN	TEXAS	78589	HIDALGO
IDEA San Juan College Prep	600 E SIOUX RD	SAN JUAN	TEXAS	78589	HIDALGO
IDEA Alamo	325 E. FM 495	ALAMO	TEXAS	78516	HIDALGO
IDEA Pharr	600 E LAS MILPAS RD	PHARR	TEXAS	78577	HIDALGO
IDEA Edinburg	2553 N ROEGIERS RD	EDINBURG	TEXAS	78541	HIDALGO
IDEA McAllen	201 N BENTSEN RD	MCALLEN	TEXAS	78501	HIDALGO
IDEA North Mission	2706 N HOLLAND AVE	MISSION	TEXAS	78572	HIDALGO
IDEA Toros College Prep	315 EAST PALM DRIVE	EDINBURG	TEXAS	78539	HIDALGO
IDEA Rio Grande City	2803 W MONARCH LN	RIO GRANDE CITY	TEXAS	78582	STARR
IDEA Tres Lagos	5200 TRES LAGOS BLVD	MCALLEN	TEXAS	78504	HIDALGO
IDEA Owassa	1000 E OWASSA RD	PHARR	TEXAS	78577	HIDALGO
IDEA Los Encinos	5400 S. WARE RD	MCALLEN	TEXAS	78503	HIDALGO
IDEA McAllen	201 N BENTSEN RD	MCALLEN	TEXAS	78501	HIDALGO
IDEA Palmview	4100 N SCHUERBACH RD	MISSION	TEXAS	78572	HIDALGO
IDEA La Joya	725 E. EXPRESSWAY 83	LA JOYA	TEXAS	78560	HIDALGO

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Rio Grande Valley TX (Lower)

IDEA Donna	401 S 1ST ST	DONNA	TEXAS	78537	HIDALGO
IDEA Frontier	2800 S DAKOTA AVE	BROWNSVILLE	TEXAS	78521	CAMERON
IDEA San Benito	2151 RUSSELL LN	SAN BENITO	TEXAS	78586	CAMERON
IDEA Weslaco	2931 E SUGAR CANE DR	WESLACO	TEXAS	78599	HIDALGO
IDEA Brownsville	4395 PAREDES LINE RD	BROWNSVILLE	TEXAS	78526	CAMERON
IDEA Weslaco Pike	1000 E PIKE BLVD	WESLACO	TEXAS	78596	HIDALGO
IDEA Riverview	30 PALM BLVD	BROWNSVILLE	TEXAS	78520	CAMERON
IDEA Elsa	431 S FANNIN	ELSA	TEXAS	78543	HIDALGO
IDEA Harlingen	24240 CHESTER PARK RD	HARLINGEN	TEXAS	78552	CAMERON
IDEA Robindale	3802 E. RUBEN TORRES SR. BLVD	BROWNSVILLE	TEXAS	78521	CAMERON
IDEA Sports park	3802 E. RUBEN TORRES SR. BLVD	BROWNSVILLE	TEXAS	78521	CAMERON

San Antonio, TX

IDEA Caver	217 ROBINSON PL	SAN ANTONIO	TEXAS	78202	BEXAR
IDEA South Flores	6919 S FLORES ST	SAN ANTONIO	TEXAS	78221	BEXAR
IDEA Monterrey Park	222 SW 39TH ST	SAN ANTONIO	TEXAS	78236	BEXAR
IDEA Walzem	6445 WALZEM RD	SAN ANTONIO	TEXAS	78239	BEXAR
IDEA Eastside	2519 MARTIN LUTHER KING DR	SAN ANTONIO	TEXAS	78220	BEXAR
IDEA Mays	1210 HORAL DR	SAN ANTONIO	TEXAS	78245	BEXAR
IDEA Judson	13427 JUDSON RD	SAN ANTONIO	TEXAS	78233	BEXAR
IDEA Ewing Halsell	2523 W ANSLEY BLVD	SAN ANTONIO	TEXAS	78224	BEXAR
IDEA Brackenridge	5555 OLD PEARSALL RD	SAN ANTONIO	TEXAS	78242	BEXAR
IDEA Harvey E. Najim	926 S WW WHITE RD	SAN ANTONIO	TEXAS	78220	BEXAR
IDEA Ingram Hills	3115 MAJESTIC DR	SAN ANTONIO	TEXAS	78228	BEXAR
IDEA Amber Creek	10170 KRIEWALD	SAN ANTONIO	TEXAS	78245	BEXAR
IDEA Burke	10434 MARBACH ROAD	SAN ANTONIO	TEXAS	78545	BEXAR
IDEA Converse	5490 FM 1516 N	SAN ANTONIO	TEXAS	78109	BEXAR
IDEA Hidden Meadow	10138 CULEBRA RD	SAN ANTONIO	TEXAS	78250	BEXAR

Austin, TX

IDEA Montopolis	1701 VARGAS RD	AUSTIN	TEXAS	78741	TRAVIS
IDEA Rundberg	9504 N IH 35	AUSTIN	TEXAS	78753	TRAVIS
IDEA Bluff Springs	1700 E SLAUGHTER LN	AUSTIN	TEXAS	78747	TRAVIS
IDEA Pflugerville	1901 E WELLS BRANCH PKWY	PFLUGERVILLE	TEXAS	78660	TRAVIS
IDEA Kyle	640 PHILOMENA DR	KYLE	TEXAS	78640	HAYS
IDEA Health Professions	5816 WILCAB RD	AUSTIN	TEXAS	78721	TRAVIS
IDEA Parmer Park	1438 E YAGER LN	AUSTIN	TEXAS	78753	TRAVIS
IDEA Round Rock Tech	3301 GREENLAWN BLVD	ROUND ROCK	TEXAS	78664	TRAVIS

El Paso, TX

IDEA Rio Vista	210 N RIO VISTA RD	SOCORRO	TEXAS	79927	EL PASO
IDEA Edgemere	15101 EDGEMERE BLVD	EL PASO	TEXAS	79938	EL PASO
IDEA Horizon Vista	201 HORIZON CROSSING ST	HORIZON CITY	TEXAS	79928	EL PASO
IDEA Mesa Hills	405 WALLEBERG	EL PASO	TEXAS	79912	EL PASO
IDEA Mesquite Hills	11881 DYER ST	EL PASO	TEXAS	79934	EL PASO

Houston, TX

IDEA Hardy <small>New 2020-2021</small>	1930 LITTLE YORK RD	HOUSTON	TEXAS	77093	HARRIS
IDEA Houston Lake <small>New 2021-2022</small>	5627 S LAKE HOUSTON PARKWAY	HOUSTON	TEXAS	77049	HARRIS
IDEA Spears <small>New 2020-2021</small>	2010 SPEARS RD	HOUSTON	TEXAS	7767	HARRIS

Tarrant County

IDEA Achieve	1900 THOMAS ROAD	HALTOM CITY	TEXAS	76117	TARRANT
IDEA Edgecliff	1640 ALTAMESA BLVD	FORT WORTH	TEXAS	76134	TARRANT
IDEA Rise	3000 S. CHERRY LANE	FORT WORTH	TEXAS	76116	TARRANT
IDEA Southeast	ONGHORN RD & OLD DECATUR RD	SAGINAW	TEXAS	76179	TARRANT

Permian Basin

IDEA Yukon <small>new 2021-2022</small>	7300 E YUKON RD	ODESSA	TEXAS	79762	ECTOR
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IDEA Louisiana (Entity)

1500 N AIRWAY DRIVE	BATON ROUGE	LOUISIANA	70815	EAST BATON ROUGE
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Baton Rouge, LA

IDEA Bridge					
IDEA Innovation	7800 INNOVATION DRIVE	BATON ROUGE	LOUISIANA	70820	EAST BATON ROUGE

IDEA NOLA(Entity)

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New Orleans, LA

IDEA Oscar Dunn

[12000 HAYNE BLVD](#)

NEW ORLEANS

LOUISIANA

70128

ORLEANS

IDEA Florida (Entity)

TAMPA BAY, FL

IDEA Hope New 2021-2022

[5050 E 10TH AVE](#)

TAMPA

FLORIDA

33619

HILLSBOROUGH

IDEA Victory Vinik 2021-2022

[11612 N NEBRASKA AVE](#)

TAMPPA

FLORIDA

33612

HILLSBOROUGH

IDEA Cincinnati (Entity)

There is no guaranteed amount of business, expressed or implied, by IDEA Public Schools. The vendors selected as authorized providers shall furnish all required goods and/or services at pre-negotiated prices and during agreed dates, times and locations to IDEA Campuses and staff.

The vendors will bear the responsibility of managing all relationships with IDEA campuses and collecting any and all payments and handling any returns, product quality control and customer satisfaction with IDEA Campuses. At no time will IDEA be responsible for the payment of items not expressly authorized in writing by a Purchase order from IDEA Public School. IDEA Public Schools will provide campuses with the contact information of the authorized providers of staff uniforms throughout the district. IDEA will develop the appropriate protocols to help assist in setting uniform expectations that are clearly to Staff members.

RFP Performance Requirements

A prospective vendor will provide the following:

Desired Services

The selected vendor(s) will be responsible for supplying staff uniform Polo shirts, scarves, winter hats, caps, jackets/fleece/vest, rain boots, dri-fit shirts, and athletic shoes for coaching staff. Vendors who are unable to supply uniform items the vendor(s) shall be responsible for all aspects of the uniform process, including but not limited to: forecasting, manufacturing, transporting, selling, and distributing uniform items. In addition, the vendors shall be responsible for resolving any issues related to quality control, customer service and/or the collection of funds.

Vendors should be prepared to serve families in a single region or any combination of the following regions:

- Rio Grande Valley, Texas
- San Antonio, Texas
- Austin, Texas
- El Paso, Texas
- Tarrant County, Texas
- Houston, Texas
- Midland/Odessa, Texas
- Baton Rouge/New Orleans, Louisiana
- Tampa Bay/ Jacksonville, Florida

IDEA Public Schools Responsibility

IDEA will negotiate an agreement for preferred Staff uniform vendors. IDEA Public Schools, at its sole discretion, reserves the right to renew the contract annually based on the vendor's performance under the contract, current needs of IDEA Campuses and departments, and the availability of funds for uniform purchases.

Quality Assurance

Prospective vendors will enter into an agreement with IDEA Public Schools to serve as an authorized provider of Staff uniforms. IDEA will negotiate performance benchmarks related to proposed outcomes and will utilize those benchmarks to measure the performance of the vendor(s). Authorized vendors must meet quality control and other standards required by IDEA for all products marketed to IDEA families or ordered by IDEA.

Who is Eligible to Respond?

Vendors who can meet the specifications for quality and other terms of this proposal, and who are not debarred and/or suspended from conducting business with federal and state funded agencies are invited to respond. A prospective vendor must affirmatively demonstrate the vendor's responsibility. A prospective vendor, by submitting a proposal, represents to IDEA Public Schools that it meets the following requirements: Ability to obtain adequate financial resources as required to perform under this RFP; Ability to comply with the required or proposed RFP; Have a satisfactory record of integrity and ethics.

Contract Term

The term for this contract will be from the date of acceptance June 1, 2021 – July 31, 2022 with an option of continuation for an additional year at the discretion of IDEA Public Schools.

Right to Additional Competition

IDEA Public Schools occasionally solicits qualifications or bids for services, and expressly reserves the right to enter into one or more service agreements for any goods and/or services described in this request if deemed to be in the best interest of IDEA Public Schools.

PROPOSAL EVALUATION

Evaluation Criteria

Proposals will be evaluated on criteria deemed to be in the best interest of IDEA families and include, but are not limited to:

- Ability to meet required and desired specifications, including terms and conditions.
- **Pricing.** Vendors agree to provide items at pre-negotiated prices to IDEA Staff base on best overall value; prices will remain stable throughout the course of any agreement without any increase in price without the approval of IDEA Public Schools. Vendors who can provide incentive programs to encourage early buying, discounts, rebates, and/or free items should describe these programs in the proposal.
- **Inventory Risk Management.** Vendors will provide a thorough and robust forecast of all uniform garments the vendor intends to provide using baseline data provided by IDEA. This forecast will include all sizes and colors and comply with the specific colors and designs designated by IDEA. Vendors agree to bear the burden of any start-up costs affiliated to this project, including but not limited to: the planning, production, transportation, and distribution of uniform garments, the addition of storage facilities or storefronts, the training of staff and personnel, or investment in equipment or technology. The responsibility of ordering, supplying, sorting, and distributing uniform components will be borne solely by vendor. It is recommended that vendors outline all processes from design phase through production. Vendors are required to provide samples of a size run and materials. Color swatches and samples (of current standards) are available on request. Size run = one sample piece in a particular color, from small to adult XX Large. Material run= one sample piece of every color, in size L. Vendors will maintain a minimum number of garments at all times throughout the year, starting on June 1st, 2021.
- **Distribution and Logistics.** Vendors agree to serve all campuses and departments in the region(s) where they have been selected as an authorized vendor. Vendors who are able to provide in-person sales and customer service should include this in the proposal. Vendor should list shipping and Curbside pickup availability. All locations should be equipped to begin selling and distributing orders by June 1st, 2021. It is preferable that Vendor have a location within a 25-mile radius from The campuses in regions they are submitting for.
- **Customer Service.** Vendor(s) shall serve as primary provider of customer service to IDEA Staff. Vendor employees should provide expedient, courteous, and high-quality customer service while maintaining a clean and organized environment conducive to an excellent customer experience. Vendors should expect to receive unannounced visits from IDEA employees to evaluate the overall level of service being provided at any storefront location. Vendors will have bilingual staff to serve IDEA staff in applicable regions. Customers should be served through a variety of mediums including, but not limited to a retail store, an online store, on the phone, and through e-mail. Vendors should have curbside and shipping options available. Customers should have a basic expectation for a typical response time from the vendor. Vendors should be willing to accept Purchase Orders from IDEA Public Schools for purchased items. Itemized receipts should be provided for all orders. Vendors should be prepared to accept exchanges based on size or fit, as well as returns for damaged items. Returns should be accommodated up to 30 days after the first day of school.
- **Experience and References, and Past Relationships.** The relative weights for scoring are provided below; the evaluation team will consider the following elements in the evaluation process. Ability to meet acceptable purchase prices will not be the only factor considered in the selection process.

RANKING CRITERIA POINTS (Total 100 points)

1. Cost/Price: Keep costs for IDEA families as low as possible; additional consideration will be given for rebates, discount programs, payment plans, and/or free uniforms. (40 points)
2. Inventory Management: Forecast, manufacture, supply, and provide uniform garments starting June 1 and throughout the school year. (20 points)
3. Logistics and Distribution: Serve all IDEA campuses and departments throughout the region of service. (15 points)
4. Customer Service: Provide excellent customer service to all IDEA Staff by catering to their needs in a friendly demeanor. (10 points)
5. Quality of Uniforms Items: Uniforms must be of satisfactory and of high quality to withstand use throughout the year and for various job functions by staff members of IDEA Public Schools. (10 points)
6. References and Past Performance: Demonstrated ability to meet expectations, manage relationships, troubleshoot, and excellent service for IEA and/or other public school systems. (5 points)

IDEA Public Schools may use internal 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, or IDEA may enter into negotiations with the highest ranked respondent. If IDEA 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 has rejected all proposals. IDEA reserves the right to request “Best and Final Offers” (BAFO) from all responsive respondents.

ADMINISTRATIVE PROCEDURE FOR COMPLAINTS

Members of the public having complaints regarding 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. Purchasing Department
2115 W. Pike Blvd.
Weslaco, TX 78596
(956) 377-8000

GENERAL TERMS AND CONDITIONS

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

- 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, make multiple or partial awards, or waive all formalities in the procurement process.
- 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.
- 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.
- Proposals received will become a part of the IDEA Public Schools' official files without further obligation to the respondents.
- The contents of a successful Proposal may become a contractual obligation if selected. 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.
- A response does not commit IDEA Public Schools to award an agreement or a contract; 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.
- 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.
- 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.
- No employee, officer or member of IDEA Public Schools shall participate in the selection, development of a response to this RFQ, award or administration of a contract supported by the RFQ if a conflict of interest, real or apparent, would be involved.
- 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.
- 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.

Standard terms and conditions

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

- **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
- **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.
- **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, IDEA will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
- **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by IDEA's Board of Directors.
- **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor or between IDEA and the Vendor's employees. IDEA shall not be subject to any obligation or liabilities of the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by IDEA's Workers' Compensation Program.
- **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of IDEA (a public school) to enter into certain types of contracts, including, but not limited to, any terms and conditions relating to liens on IDEA's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on IDEA except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Vendor acknowledges, stipulates, and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to IDEA under applicable law.
- **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless IDEA, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind of any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of IDEA is not the cause of the loss, claim, damage expense or cost.
- **GRATUITIES:** IDEA may, by written notice to the Vendor, cancel any agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or

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employee of IDEA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event a contract is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.

- **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of IDEA. Any attempt assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- **WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
- **INTERPRETATION OF EVIDENCE:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- **APPLICABLE LAW:** This contract shall be governed by the policies of the IDEA Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. IDEA Board Policies can be accessed by contacting IDEA.
- **ADVERTISING:** Vendor shall not advertise or publish, without IDEA's prior consent, the fact that IDEA has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
- **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Hidalgo County, Texas.
- **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by IDEA's Board of Directors or otherwise not made available to IDEA.
- **TERMINATION:** IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the Vendor, for delay or nonperformance by the Vendor or, if it is deemed in the best interest of IDEA, for convenience.
- **INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT:** Pursuant to Texas Family Code § 231.006(d), regarding child support, the Vendor certifies that the Vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and IDEA may be terminated and payment may be withheld if this certification is inaccurate.
- **SIGNATURE AUTHORITY:** By submitting the Response, Vendor represents and warrants that the individual submitting this document and the documents made part of the response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission on this response.
- **DEBARMENT AND SUSPENSION:** Neither the Vendor nor any of its officers, directors, owners,

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members, employees, or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

- **TERMS AND CONDITIONS ATTACHED TO RESPONSE:** Any terms and conditions attached to a response will not be considered unless specifically referred to in the response.

References

Provide the name, address, telephone number and contact name for other schools that have knowledge of the type and quality of services/ goods provided by your company:

_____ School Name	_____ Contact Name and Title
_____ E-mail Address	_____ Phone
_____ School Name	_____ Contact Name and Title
_____ E-mail Address	_____ Phone
_____ School Name	_____ Contact Name and Title
_____ E-mail Address	_____ Phone
_____ School Name	_____ Contact Name and Title
_____ E-mail Address	_____ Phone

Debarment or Suspension Certificate

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

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

Vendor Official Name

Vendor Name

Signature of Vendor

Official Date

Criminal History Review of Vendor Employees

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain name-based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

“Covered Employees”: Any employee of a Vendor or Sub-Vendor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. IDEA Public Schools retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by IDEA Public Schools, 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 or conviction for 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 Public Schools believes might compromise the safety of students, staff, or property.

Any Vendor interested in participating in IDEA Public Schools selection process must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Vendors who fail to follow the fingerprint process will not be allowed to compete for IDEA Public School contracts.

Criminal History Review of Vendor Employees

Please complete the information below:

I, the undersigned agent for _____ (“Vendor”), certify that [check one]:

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

Or

Some or all of the employees of Vendor and any Sub-Vendor are “Covered Employees.” If this box is checked, I further certify that:

1. Vendor 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 Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify IDEA Public Schools in writing within three business days.
3. Upon request, Vendor will provide IDEA Public Schools with the name and any other requested information regarding covered employees so that IDEA Public Schools may obtain criminal history record information on the covered employees.
4. If IDEA Public Schools objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Vendor agrees to discontinue using that covered employee to provide services to IDEA Public Schools.
5. All covered employees hired after January 1, 2018 have completed the required background check process prior to performing any duties related to IDEA Public Schools or having any direct contact with students.

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

Signature of Vendor

Official Date



State of Texas
Health & Human Services Commission
Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
_____	_____
_____	_____
_____	_____
_____	_____

III.

As required by Section 231.006, the undersigned certifies the following:

“Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

_____ Signature	_____ Title
_____ Printed Name	_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.