



**IDEA Public Schools**  
**Request for Qualifications**  
**For**  
**Fresh Produce Services**  
**# 02-RFQ-CNP-2021-TX**

## Calendar of Events

1. Date of Solicitation Open: **Monday, May 24, 2021**
2. **MANDATORY** Pre-Proposal Meeting Date and Time: **Tuesday, June 1, 2021 @ 10:00 AM - CST**
3. Deadline for Written questions from Vendors: **Wednesday, June 2, 2021 @ 5:00 PM CST**
4. Deadline for responses from IDEA Public Schools – Child Nutrition Program team for questions: **Friday, June 4, 2021 @ 3:00 PM CST**
5. RFQ Due Date and Time: **Wednesday, June 9, 2021 @ 4:00 PM CST**

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**PART I - GENERAL INFORMATION****1.1 BACKGROUND**

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

**1.2. FUNDING**

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

**1.3. SERVICES SOLICITED**

IDEA Public Schools is soliciting an Request for Qualifications for Fresh Produce services for listed campuses.

- a. Each vendor shall furnish the information required by the Contract Documents. The vendor shall sign the *proposal, all addenda, and the bid sheet*. The person signing the proposal must initial at the bottom of every page, erasures, and/or other changes. Proposals signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been previously furnished to IDEA Public Schools.
- b. The purpose and intent of this Request for Qualifications is to enter into an agreement with a vendor to delivery fresh produce to IDEA campuses. The successful proposer will be selected based on their qualifications as specified herein. Fee information will **not** be considered during the selection process. The resulting agreement shall be utilized on an as needed or as required basis; therefore, IDEA Public Schools – Child Nutrition Program does not guarantee the successful proposer an agreement value of any amount for services to be rendered under this contract. IDEA Public Schools reserves the right to initiate additional procurement action for any portion of the prescribed services. *Pricing should NOT be included at this time. Pre-qualified vendors will be notified by IDEA Public Schools after the evaluation process has been completed so qualified vendors can be prepared for future IDEA Produce Quote Requests.*
- c. **Term of Agreement:** IDEA is seeking qualified produce vendors for a contract a one (1) year term upon Board Approval and Contract execution with the option of three (3) additional one (1) year terms if both parties are in agreement.
- d. **AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible and responsive Vendor(s) whose proposal(s) is/are determined after evaluation **"Attachment K – Evaluation**

**Criteria** by IDEA CNP, to be the best value and obtain a **minimum scoring of 80 points**. To qualify for evaluation, a proposal must materially satisfy all mandatory requirements identified in this document. Quotations will be compiled and compared to the week's fresh produce requirements for the CNP. The District may award one vendor during each quote period.

- e. **ESTIMATED COST:** Approximately \$2,040,000 for the Rio Grande Valley and \$1,087,000 for the Central Texas regions (San Antonio, Austin, the Permian Basin, and Houston) as determined by an independent estimate based on historical data. The estimated cost or value of this Proposal should not be construed to be a guarantee of either a minimum or maximum usage. Actual order quantities will be dependent on needs and budget availability of IDEA CNP and may be influenced by the availability of USDA Foods or other resources and is contingent upon funding.
- f. **AVAILABILITY OF FUNDS:** This procurement is subject to the availability of funding. IDEA's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of IDEA for any payment shall arise until funds are made available to the IDEA-CNP for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the IDEA-CNP. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.
- g. IDEA Public Schools does not pay Federal Excise Taxes. Tax exemption certificates will be provided upon request.
- h. The vendor may offer an "equal" product or product exceeding Specifications as an alternate proposal. Final determination of whether an item is an "approved equal" remains with IDEA Public Schools.
- i. Bids submitted on forms other than the IDEA Public Schools forms or with different terms or provisions may be considered as **non-responsive** proposals.
- j. 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.
- k. "Reservations". IDEA Public Schools expressly reserves the right to:
  - i. Waive minor deviations from the specifications when it is determined that the total cost to the IDEA Public Schools of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming proposal.
  - ii. Waive any defect, irregularity or informality in any proposal procedure.

- iii. Reject any or all proposals.
- iv. Amend a proposal prior to proposal opening date to extend or make changes to specification.
- v. Procure any item by other means.
- vi. Increase or decrease the quantity specified in the proposal unless the offeror specifies otherwise.

#### 1.4 TIME-FRAME

An RFQ packet will be available at **1:00 PM CST on Monday, May 24, 2021**, at the Headquarters Office located at 2115 W. Pike, Weslaco TX 78596 and in our website at the following link <https://ideapublicschools.org/our-story/finance-budget/>. The vendor is responsible for obtaining any updates or amendments to the RFQ from the website. **The deadline for submitting bids for this RFQ is Wednesday, June 9, 2021, at 4:00 PM CST.** The conference call will be held via web on <https://bluejeans.com/321875600/> or join via phone: **+1-888-240-2560 (Conference ID: 321 875 600).** **Attendance is MANDATORY. Any vendor who does not attend the pre-proposal meeting and submits a proposal will not be considered.**

If you have any questions regarding this RFQ process, please contact the Child Nutrition Program Director of Finance and Procurement, Michael Lopez, at (956) 314-9343. Proposals must be delivered to and received prior to this deadline to the address noted above. There will be no exceptions. **Proposals received after the deadline will not be considered for this procurement. No facsimiles or e-mails will be accepted.**

#### 1.5 PAYMENT TERMS

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

### PART II- PROPOSAL CONTENT AND PROCESS

#### 2.1 PURPOSE

Utilizing the Request for Qualifications (RFQ) method of procurement, IDEA Public Schools is requesting proposals from companies/businesses (Respondents) for Fresh Produce Services to the campuses provided in this solicitation.

## 2.2 NOTICE TO ALL VENDORS

IDEA Public Schools is interested:

- a. Vendor must keep IDEA Public Schools (IDEA) advised of any changes in order(s) status.
- b. All submitted proposals are to be for Fresh Produce services as indicated in the bid item list located on **Attachment L** of this Request for Qualifications. Pricing should **NOT** be included in the proposal.
- c. Questions regarding this proposal must be in writing and emailed to Michael Lopez, [Michael.lopez@ideapublicschools.org](mailto:Michael.lopez@ideapublicschools.org) and Janet Fuentes, [janet.fuentes@ideapublicschools.org](mailto:janet.fuentes@ideapublicschools.org) by **Wednesday, June 2, 2021 at 5:00 PM CST**.
- d. IDEA encourages HUB vendor participation, if vendor is a state certified HUB vendor (Historically Underutilized Business) and/ or certified MWBD vendor (Minority and Women-owned Business), **certification must be included in submittal**.

## 2.3 SCOPE OF SERVICES

### 2.3 (a) RESPONDENT RESPONSIBILITY

IDEA Public Schools expectations with respect to the performance by each vendor in connection with the IDEA Public Schools purchases are set out in the "Contract Documents" which consist of the *Request for Qualifications* ("RFQ"), *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 [Michael.lopez@ideapublicschools.org](mailto:Michael.lopez@ideapublicschools.org) and [janet.fuentes@ideapublicschools.org](mailto:janet.fuentes@ideapublicschools.org) by **Wednesday, June 2, 2021 at 5:00 PM CST** to allow for a reply to reach vendors before the submission of their proposals. Oral explanations or instructions given before the award will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as an *Addendum*, if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed vendor.

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



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**2.3 (b) DESIRED SERVICES****FRESH PRODUCE SERVICES FOR IDEA PUBLICSCHOOLS****GENERAL INFORMATION**

- 1) List of items to be purchase by IDEA can be found on **Attachment "L"**. Confirm items can be made available to IDEA.
- 2) IDEA intends to obtain equipment for all locations listed in this RFQ. The locations of bid items may vary according to the district's needs and funding. Vendor(s) will be responsible to delivery to the locations listed in **Attachment "M"** by selecting locations available for services by the Vendor(s).
- 3) Evaluation criteria can be found on **Attachment "K"** for vendor reference. A vendor(s) must score of 80 or more to qualify for award of the Request for Qualifications.
- 4) Vendor(s) must submit at a minimum of three (3) reference sheets for IDEA-CNP review/evaluation. Reference Sheet can be found on **Attachment "N"**. IDEA-CNP has the right to verify references, if needed.
- 5) Vendor(s) must submit **Attachment "P"** completed to be considered for evaluation. Use Attachment "P" to guide your proposal.
- 6) LEAD-TIME: Time of delivery is part of the proposal consideration and must be stated in definite terms and must be adhered to completely. Proposals must show the number of calendar days required to place the materials in possession of IDEA CNP. Do not quote shipping dates. Failure to specify the lead-time may result in disqualification from consideration. Unrealistic short or long delivery promises may cause the proposal to be disregarded.
- 7) SHORTAGES: Vendor and/or sales agents acting on the Vendors behalf, shall give 72-hour prior notice to the ordering entity of any anticipated shortages, back orders, and/or out-of-stock items prior to delivery. The Vendor must keep the ordering entity informed at all times on the status of the order. Default in promised delivery, without acceptable reason, authorizes IDEA CNP to purchase goods elsewhere. No substitutions are accepted without prior written approval by IDEA CNP. Vendors must notify IDEA CNP of any known shortages, back orders, out-of-stock items, etc. that could affect multiple ordering entities for any extended period.
- 8) PRODUCT SUBSTITUTIONS: Any and all substitutions require prior written approval by IDEA CNP.
  - a. Any and all substitutions shall be of equivalent or higher quality to awarded product and provided at the awarded product price unless prior agreement for alternate pricing is approved by IDEA CNP.
  - b. The Vendor must contact the respective IDEA CNP Cafeteria Manager a minimum of 72-hours prior to shipment of the approved substitution.

- c. Vendors must notify the respective IDEA CNP Cafeteria Manager of any known shortages, back orders, out-of-stock items, etc. that could affect ordering for any extended period.

## 2.4 IDEA PUBLIC SCHOOLS RESPONSIBILITY

- a. The district reserves the right to cancel service due to unacceptable prices variances. Advance notice/notification is expected (from awarded vendor) when a large market price (increase) occurs for an item. This will allow IDEA an opportunity to search and approve a substitute item of equal or greater quality.
- b. Sample of standard contract has been available for vendor review, **Attachment "O"**. This NOT the final version of contract, as modifications will be done to reflect terms and conditions both parties have agreed upon based on this RFQ.

## 2.5 PRE-PROPOSAL MEETING (CONFERENCE CALL)

A pre-proposal conference call will be held on **Tuesday, June 1, 2021, at 10:00 AM CST** during which time any questions regarding the RFQ will be answered. The conference call will be held via web on <https://bluejeans.com/321875600/> or join via phone: **+1-888-240-2560 (Conference ID: 321 875 600)**. **Attendance is MANDATORY. Any vendor who does not attend the pre-proposal meeting and submits a proposal will not be considered.**

## 2.6 WHO IS ELIGIBLE TO RESPOND?

Respondents who are eligible 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 IDEA Public Schools that it meets the following requirements:

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



## 2.7 PROCUREMENT CONDITIONS/GENERAL TERMS

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

- 1) IDEA-CNP is utilizing the Request for Qualifications method of procurement in accordance with the Code of Federal Regulations, 2 CFR Part 200.320 (d) Methods of Procurement, Purchasing by Competitive Proposals for food products.
- 2) The listed bid items are commonly acquired items and prices will be used to determine best value.
- 3) This RFQ will be awarded to the responsive and responsible bidder.
- 4) All proposals must include a detailed statement of exceptions taken to any part of the request. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFQ to be part of a contractual obligation may result in the Vendor's proposals being disqualified. In the absence of any deviation(s) identified and described in accordance with above, Vendor must fully comply with the Terms and Conditions, Proposal Specifications, and all other requirements associated with this bid solicitation.
- 5) IDEA-CNP assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a bid or any amendments or addenda, participating in pre-bid conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a Contract/Agreement pursuant to this RFQ.
- 6) Deliveries under this Agreement shall be freight prepaid, Free on Board (FOB) destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendors proposal unless otherwise clearly stated in writing in Vendor's proposal. The IDEA-CNP assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by IDEA-CNP of damage. Bid prices will include all freight and delivery charges.
- 7) Services shall be made between 6:30 AM and 2:00 PM, at the designated IDEA-CNP campus, unless prior approval for after-hours delivery has been obtained from IDEA-CNP. Key drop deliveries are not allowed without the full approval of IDEA-CNP.
- 8) Vendor and/or sales agents acting on the Vendors behalf, shall give 72-hour prior notice to the ordering entity of any anticipated disruption of services.
- 9) All prices in Vendor's proposal should remain firm for the Term of the Agreement. Any price changes shall be presented to IDEA-CNP, for acceptance or rejection by IDEA-CNP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by the IDEA-CNP prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms and conditions, and/or manufacturers/distributors' impact (if any).
- 10) If a material change occurs to a contract entered into between IDEA-CNP and Vendor, the contract will

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not be renewed upon the conclusion of its term. Upon the expiration of the term, IDEA-CNP may issue a new RFQ for the goods or services procured under the previously existing contract. Material change means a modification that substantially exceeds and/or alters the terms of the original contract between IDEA-CNP and Vendor, and/or the total contract value greater than 10%. The following anticipated and unanticipated changes are to be considered as well do not qualify as a material change: 30% upward or downward trend in student enrollment and/or participation to allow flexibility for program growth or decline; unanticipated program and/or regulation changes.

- 11) The Vendor shall indemnify, defend, and hold harmless the IDEA-CNP its' board of directors, officers, employees, agents, and representatives from and against any and all claims, demands or liability for damages, losses or other relief, including, without limitation attorneys' fees and costs which IDEA-CNP may incur arising from the Vendor's performance of its obligations under this agreement. The foregoing shall include, without limitation: (i) injuries to or death of person; (ii) damage to property; or (iii) theft or loss of property, resulting from, in whole or part, any acts omissions or other conduct of

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

- 12) Invoices shall be directed to IDEA and submitted to IDEA Headquarters Business Office ([payable@ideapublicschools.org](mailto:payable@ideapublicschools.org)) once a month. Vendor shall submit invoices within a timely manner during IDEA-CNP's fiscal year in which the good(s) and/or service(s) are purchased, and:
- a) Submit separate invoices, in duplicate, on each purchase order at the time or shortly after each delivery.
  - b) Invoices shall indicate the purchase order number.
  - c) All invoices shall be itemized to include a description of each good(s) and/or service(s) rendered.
  - d) Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
  - e) Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
  - f) Total all extensions on the invoice.
  - g) Discount, if applicable, must be stated, extended and deducted to arrive at a Net Total for invoice.
  - h) Transportation charges, if any, shall be listed separately.
  - i) A copy of the bill of lading, and the freight weight bill when applicable, should be attached to

the invoice.

- j) Shipment date of merchandise must be shown.
  - k) Date of purchase order must be shown.
  - l) Payment shall not be due until the above instruments are submitted after delivery.
  - m) Vendors should keep the IDEA-CNP advised of any changes to remittance addresses.
  - n) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
  - o) Do not include Federal Excise, State or City Sales Tax. The IDEA-CNP shall furnish exemption certificate, if required.
  - p) Each invoice should be verified by IDEA-CNP for accuracy.
  - q) If a credit is due, the next/subsequent invoice must show the credit owed and applied.
  - r) If IDEA-CNP denies or rejects a product deemed unacceptable, the cafeteria manager or assistant manager will make a notation directly on the invoice, initial and date it, along with the initials of the delivery driver
- 13) Vendor is required to provide IDEA-CNP with copies of certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to IDEA-CNP prior to the commencement of any work under this Agreement. All policies of insurance shall waive all rights of subrogation against IDEA-CNP, its officers, employees, and agents. The insurance company ensuring the vendor shall be licensed in the State of Louisiana and shall be acceptable to IDEA-CNP. Vendor shall give IDEA-CNP a minimum of ten (10) days - notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. IDEA-CNP reserves the right to require additional insurance should IDEA-CNP deem additional insurance necessary, in IDEA-CNP's sole discretion. Proof of insurance coverage must be submitted with the proposal. Minimum insurance requirements for any activities conducted on school property:
- a) Workman's Compensation/Employer's Liability:
    - Statutory Limits
    - i) \$500,000 Each Accident
    - ii) \$500,000 Policy Limit
    - iii) \$500,000 Each Employee
  - b) General Liability, Bodily Injury & Property Damage:
    - i) \$500,000 Combined Single Limits
    - ii) \$1,000,000 Aggregate
  - c) Automotive Liability:
    - i) \$250,000 Each Person
  - d) Bodily Injury:
    - i) \$500,000 Each Accident
  - e) Property Damage:
    - i) \$250,000
- 14) **TERMINATION OF CONTRACT:** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by either party in whole or in part in the event of the other party's substantial failure to fulfill its obligations under this agreement through no fault of

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the terminating party. The defaulting party must provide written notification of the default and intent to terminate within a minimum of ten (10) business days. At IDEA CNP's option, and in addition to any other remedies it may have available, IDEA CNP reserves the right to terminate the Agreement if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitutes grounds for termination:

- a. Default in the payment of any fees, including timely remittance of Service Fee due;
- b. Continuous delivery of product that fails to meet the specifications;
- c. Continuous delivery of product that is defective or fails to pass product inspection;
- d. Continuous delivery of product substitutions, except as specifically authorized;
- e. Continuous failure to meet required delivery schedules;
- f. Continuous failure to timely supply the awarded products or services at the contract price;
- g. Failure to provide, within a reasonable time and where required by the Agreement, information reasonably requested by IDEA CNP including, but not limited to, information requested of these Terms and Conditions
- h. Selling non-awarded goods or services to IDEA CNP under this Agreement;
- i. Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to IDEA CNP unless caused by a Force Majeure event.

- 15) **BUY AMERICAN PROVISION:** IDEA-CNP requires for domestic end products and supplies for use in the United States when spending federal funds. IDEA-CNP, participating in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program for Children, Summer Food Service Program and/or Child and Adult Care Food Programs, is required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent practicable, to buy domestic commodities and products. A "domestic commodity or product" is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities produced in the United States. "Substantially" means over 51 percent (51%) of the final processed product must consist of agricultural commodities that were grown domestically. For foods that are unprocessed, agricultural commodities must be domestic and for foods that are processed, they must be processed domestically using agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the United States. The product label must designate the United States, or its territories, as the country of origin. IDEA-CNP requires Vendor to certify compliance with the Buy American provision, as defined in 7 CFR § 210.21(d). Vendors shall provide certification of the domestic content in the parts,

components, and other elements contained in the product, including specific information about the percentage of U.S. content from the supplier (i.e., manufacturer or distributor). In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American provision, or applicability of an exception to the Buy American provision, IDEA-CNP may decide not to purchase from Vendor. IDEA-CNP may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement. **Any exception to the Buy American Provision must be explicitly stated on the deviations of this proposal and include the country of origin, and percent (%) of U.S. content for each item.** Exceptions to the Buy

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American provision are very limited; however, an alternative or exception may be approved by IDEA-CNP upon request. To be considered for an alternative or exception, the request must be submitting in writing to a designated official of IDEA-CNP in advance of delivery; IDEA-CNP may set a deadline for such requests to be submitted by Vendor. The request must include:

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

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

- 16) Protest procedures: The CNP maintains protest procedures to handle and resolve disputes relating to procurements made with Federal funds. The protestor must exhaust all administrative remedies with the CNP before pursuing a protest with a Federal agency. Review of protest by the CNP will be limited to:
- a) Violations of Federal law or regulations and procurement standards established by Federal regulations (violations of state or local law will be under the jurisdiction of State or local authorities)
  - b) Violations of the Contractor's or subcontractor's protest procedures for failure to review a compliant or protest

The CNP Procurement staff is the primary individual responsible for handling and coordinating any disputes relating to procurements. In the event of a timely protest, the CNP Procurement staff shall take any action reasonably necessary to resolve a protest of an aggrieved bidder/offer concerning procurement. The CNP Procurement staff shall promptly issue a determination of the protester which states the reasons for action take and inform the protestor of the right to appeal to the CNP Director of Finance and Procurement. The CNP Director of Finance and Procurement shall promptly issue a determination of the protester and inform the protestor of the right to appeal to the CNP Managing Director. The CNP Managing Director should promptly issue a determination to the protestor and inform the protestor of the right to appeal to the VP of Auxiliary Services.

- 17) All goods and/or services provided by the Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of IDEA-CNP's acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/manufacture's warranty is less than the required period, the Vendor shall warrant the goods and/or services to the full extent as provided by the Vendor/manufacture. IDEA-CNP will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair IDEA-CNP's rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by IDEA-CNP. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they

**#02-RFQ-CNP-2021-TX**

are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order.

- 18) 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 Qualifications, or make multiple or partial awards.
- 19) 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 RFQ.
- 20) 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 RFQ.
- 21) Proposals may be withdrawn only by delivery of a written request to IDEA Public Schools prior to the specified deadline time/date stated in the RFQ. The authorized signatory must sign such requests.
- 22) Proposals received will become a part of the IDEA Public Schools' official files without further obligation to the respondents.
- 23) The contents of a successful proposals may become a contractual obligation if selected for funding. Failure of the Respondent to accept these obligations can result in cancellation of an award or purchase agreement. IDEA Public Schools reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this RFQ or if adequate funding is not received.
- 24) A response does not commit IDEA Public Schools to award a purchase agreement or a contract. IDEA does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IDEA Public Schools.
- 25) IDEA Public Schools reserves the right to contact any individual, agency, or employers listed in the RFQ, 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.
- 26) 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.
- 27) This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by either party in whole or in part in the event of the other party's substantial failure to fulfill its obligations under this agreement through no fault of the terminating party. The defaulting party must provide written notification of the default and intent to terminate within a minimum of ten (10)



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business days. At IDEA-CNP's option, and in addition to any other remedies it may have available, IDEA-CNP reserves the right to terminate the Agreement if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitutes grounds for termination:

- a. Default in the payment of any fees, including timely remittance of Service Fee due to;
- b. Continuous delivery of product or services rendered that fails to meet the Scope of Work;
- c. Continuous delivery of product that is defective or fails to pass product inspection;
- d. Continuous failure to meet required delivery timelines (three times or more);
- e. Continuous failure to timely supply the awarded products or services at the contract price (more than one time);
- f. Failure to provide, within a reasonable time and where required by the Agreement, information reasonably requested by IDEA CNP including, but not limited to, information requested of these Terms and Conditions
- g. Selling non-awarded goods or services to IDEA CNP under this Agreement;
- h. Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to IDEA CNP unless caused by a Force Majeure event.
- i. Failure to meet schedules, deadlines and/or delivery dates within the time specified in this Agreement, the procurement solicitation and/or a purchase or work order;
- j. Otherwise fail to perform in accordance with this Agreement and/or the procurement solicitation

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

28) In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, IDEA-CNP reserves the right to enforce the performance of the Agreement and/or procurement solicitation in any manner prescribed by law or deemed to be in the best interest of IDEA-CNP. IDEA-CNP may exercise any or all the following rights:

- a)IDEA-CNP may take possession of the assigned premises and any fees accrued or becoming due to date
- b)IDEA-CNP may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
- c)IDEA-CNP reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of IDEA-CNP.
- d)In such event, the IDEA-CNP may charge the successful bidder the difference for any additional cost of such bid item.

- 29) 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.
- 30) 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.
- 31) 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.
- 32) 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.
- 33) The District is exempt from federal excise tax, state, and local tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.

## 2.8 ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS

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

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

## 2.9 RESPONSIVE/RESPONSIBLE RESPONDENTS

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

1. The Proposals must have been submitted by the due date and time.
2. The Proposals must be complete with the original signatures.

3. The Proposals must be for the specific services requested and described in the RFQ Packet.
4. The Proposals must be submitted in the format described in the RFQ Packet.
5. One original (in blue ink and marked original) and one copy must be submitted. Physical Proposals **must** be submitted by due date and time at IDEA Public Schools – Rio Grande Valley Headquarters (Address state below).
6. Electronic format on a USB flash drive. The electronic version shall be one file that replicates your original proposal including required signatures. **NOTE:** Do not send individual files of each section or page of your proposal as the electronic version.

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

#### 2.10 HOW TO SUBMIT A Proposal?

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

Michael Lopez, CNP Director of Finance and Procurement

Janet Fuentes, CNP Procurement Analyst

IDEA Public Schools

2115 W. Pike Blvd

Weslaco, TX 78596

(956) 377-8000

**Attn: RFQ # 02-RFQ-CNP-2021-TX**

**PART III- BID FORMAT**

**3.1 TITLE PAGE**

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

See coversheet below:

**Child Nutrition Program**

A Proposal Submitted in Response to

**IDEA Public Schools**

**Request for Qualifications # 02-RFQ-CNP-2021-TX**

**Submitted by:**

---

**(Full Legal Name of Respondent)**

**On:**

---

**(Date of Proposal Submission)**

### 3.2 RFQ RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.

- Title Page
- Table of Contents
- Business Identification
- Additional Requirements
- Compliance with Specifications

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

### 3.3 RESPONDENT IDENTIFICATION

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

Name of Firm: \_\_\_\_\_

Name of Respondent: \_\_\_\_\_

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

City, State & Zip Code: \_\_\_\_\_

\_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

### 3.4 ADDITIONAL REQUIREMENTS

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

NAME: \_\_\_\_\_ SSN: \_\_\_\_\_

NAME: \_\_\_\_\_ SSN: \_\_\_\_\_

### 3.5 NOTICE TO RESPONDENTS

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

### ATTACHMENTS

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

1. Attachment A - Certification of Respondent
2. Attachment B – Certification Regarding Clean Air and Water Acts
3. Attachment C – Certification Regarding Work Hours & Safety Standards
4. Attachment D – Certification Regarding Davis-Bacon Act
5. Attachment E - Certification Regarding Drug-Free Workplace
6. Attachment F – Conflict of Interest
7. Attachment G - Equal Opportunity and Nondiscrimination
8. Attachment H– Bidders Certifications Form
9. Attachment I- Certification Regarding Lobbying
10. Attachment J- Certification Regarding Debarment
11. Attachment K – Evaluation Criteria
12. Attachment L – Items List
13. Attachment M – Delivery Locations
14. Attachment N – Reference Sheet
15. Attachment O – Sample of Contract
16. Attachment P – Questionnaire

**ATTACHMENT “A”**

**CERTIFICATION OF RESPONDENT**

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

|                                       |       |
|---------------------------------------|-------|
| <b>Signature of Authorized Agent:</b> | _____ |
| Printed Name and Title of Agent:      | _____ |
| Name of Firm:                         | _____ |
| Address:                              | _____ |
| Telephone Number:                     | _____ |
| FAX Number:                           | _____ |
| Contact Person:                       | _____ |
| Email Address (if applicable):        | _____ |
| Web Site Address (if applicable):     | _____ |



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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

- The contractor or subcontractor shall insert in any subcontracts the clauses set forth in previous paragraphs of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in previous paragraphs of this section.

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

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

\_\_\_\_\_  
Date

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

**ATTACHMENT "D"**

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**CERTIFICATION REGARDING DAVIS-BACON ACT**

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

**ATTACHMENT “G”**

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**EQUAL OPPORTUNITY AND NONDISCRIMINATION**

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

**EEO Laws, Rules, Guidelines, Regulations**

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

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

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

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

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

---

Name of Organization/Firm

---

Signature of Authorized Representative

---

Date

---

Print Name and Title of Authorized Representative



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

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an 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.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT "J"**

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**CERTIFICATION REGARDING DEBARMENT**

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

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

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

Firm's Name: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized  
Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT “K”**

| <b>Evaluation Criteria</b>   | <b>Max Points</b> |
|--|-------------------|
| <b>(1). Number of weeks produce vendor can provide fixed pricing for produce items</b>   | <b>15</b>         |
| <b>(2) Responsiveness of the vendor</b> (must indicate that they can provide at least 80% of the produce items, otherwise proposal will be considered non-responsive)  | <b>10</b>         |
| <b>(3) The reputation of the vendor and of the vendor’s goods and services</b> - (based on verified references)  | <b>10</b>         |
| <b>(4) The quality of the vendor’s service(s)/good(s)</b> - (based on verified references)   | <b>10</b>         |
| <b>(5) Documented policy for communicating produce shortages to IDEA Public Schools</b>  | <b>10</b>         |
| <b>(6) Warranty turn around in days</b> (replace bad produce with good quality produce at no cost to IDEA Public Schools)  | <b>10</b>         |
| <b>(7) The vendor’s past relationship with IDEA Public Schools, if any</b>   | <b>6</b>          |
| <b>(8) Minimum Order / Delivery Requirements</b>   | <b>6</b>          |
| <b>(9) Delivery Terms</b>  | <b>5</b>          |
| <b>(10) Vendor offers an internet based ordering and tracking system</b>   | <b>5</b>          |
| <b>(11) Vendor provided proof of being a Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women’s Business Enterprises, and Labor Surplus Area Firms - 2 CFR 200.312</b> | <b>3</b>          |
| <b>(12) Order Lead Time in days</b>  | <b>2</b>          |
| <b>(13) Cancellation/Return Policy</b>   | <b>2</b>          |
| <b>(14) Proof of Insurance</b>   | <b>2</b>          |
| <b>(15) Health &amp; Safety Certificates/Licences as applicable</b>  | <b>2</b>          |
| <b>(16) Evidence of Financial Health and Stability: Audited Financial Statement or Most Recent Filed Tax Return, Credit Report, etc</b>  | <b>2</b>          |
| <b>TOTAL:</b>  | <b>100</b>        |
| <b>A vendor score of 80 or more is needed to qualify for this RFQ.</b>   |                   |

**ATTACHMENT "L" – Item List**

**Note to vendor: DO NOT include pricing in this sheet, ONLY indicate with an (X) if you can provide the items on the list at any given time during the contract period of one (1) year.**

| Item # | Item Name                       | Count | Unit | Packed | Specification   | YES | NO | Vendor Comments |
|--------|---------------------------------|-------|------|--------|---|-----|----|-----------------|
| 1      | Apples, Sliced                  | 100   | lbs  | Bags   | Sliced apples ready to eat in 100 / 2oz baggies per case  |     |    |                 |
| 2      | Baby Carrots, Raw               | 20    | lbs  | Bags   | Ready to serve. Mid to bright orange skin and flesh. Firm, crisp and juicy, no excess water in pre-packs. Packed US Grade 1 or US Grade A or higher.  |     |    |                 |
| 3      | Baby Carrots, Raw               | 2     | oz   | Pckg   | Ready to serve. Mid to bright orange skin and flesh. Firm, crisp and juicy, no excess water in pre-packs. Packed US Grade 1 or US Grade A or higher.  |     |    |                 |
| 4      | Bananas, Raw                    | 40    | lbs  | Case   | Stage 4 Regular, mostly yellow with green tips, brightly colored, free from bruises, scars. Firm, not soft, slightly arched with blunted butt end and intact, undamaged necks. Packed US Grade 1 or US Grade A or higher. |     |    |                 |
| 5      | Broccoli, Raw                   | 14    | ea   | Case   | stalks are fresh, tender, good characteristic color and compact heads, well trimmed, free from decay and cull material, free from damage. Packed US Grade 1 or US Grade A or higher.                                      |     |    |                 |
| 6      | <b>Pre-cut</b> Broccoli, Raw    | 5     | lbs  | Bags   | Pre-cut. stalks are fresh, tender, good characteristic color and compact heads, well trimmed, free from decay and cull material, free from damage. Packed US Grade 1 or US Grade A or higher.                             |     |    |                 |
| 7      | Carrots, Raw                    | 25    | lbs  | Case   | Jumbo Carrots. Should be bright orange or red color, fresh-looking, smooth. Packed US Grade 1 or US Grade A or higher. May order by case or lb.   |     |    |                 |
| 8      | Carrots, Shredded, Raw          | 5     | lbs  | Bags   | Processed, shredded. Should be bright orange or red color, fresh-looking, and crispy. Packed US Grade 1 or US Grade A or higher.  |     |    |                 |
| 9      | Cauliflower, Raw                | 12    | ea   | Case   | Clean, compact; white, creamy white, or cream, unless otherwise specified. Free from soft or wet decay. Free from damage caused by bruising, cuts, discoloration, wilting and other mean.                                 |     |    |                 |
| 10     | <b>Pre-cut</b> Cauliflower, Raw | 5     | lbs  | Bags   | Pre-cut. Clean, compact; white, creamy white, or cream, unless otherwise specified. Free from soft or wet decay. Free from damage caused by bruising, cuts, discoloration, wilting and other mean.                        |     |    |                 |

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|    |                          |     |       |      |  |  |  |  |
|----|--------------------------|-----|-------|------|--|--|--|--|
| 11 | Celery, Raw              | 36  | ea    | Case | With green outer stalks to whitish – green inner stalks, mid dark green leaves. Stalks not fibrous, woody or with strong bitter flavor. Packed US Grade 1 or US Grade A or higher. May order by case, ctn, lb, diced celery, or pre-cut celery sticks. |  |  |  |
| 12 | Celery Sticks            | 5   | lbs   | Bags | With green outer stalks to whitish – green inner stalks, mid dark green leaves. Stalks not fibrous, woody or with strong bitter flavor. Packed US Grade 1 or US Grade A or higher. May order by case, ctn, lb, diced celery, or pre-cut celery sticks. |  |  |  |
| 13 | Cherry Tomato            | 12  | pints | Case | Uniformly round to round squat, smooth and firm, free from blemishes, cracks. Not over-ripped or bruised. Ripeness stage 5. Packed US Grade 1 or US Grade A or higher. May order by case or pint.  |  |  |  |
| 14 | Cilantro, Raw            | 1   | bu.   |      | Vivid Green leaves; clean, no yellow or brown/red leaves, straight stems. Packed US Grade 1 or US Grade A or higher. May order by case, ctn, lb or bunch.  |  |  |  |
| 15 | Cucumber, Raw            | 50  | lbs   | Case | Uniformed mid green to dark green skin; whitish to pale green flesh: with small white seeds. Uniformly firm; relatively smooth skin, crisp, juicy flesh with milk flavor. Slicing type. Packed to US Fancy Grade Standard. May order by case or lb.    |  |  |  |
| 16 | Granny Smith Apples, Raw | 138 | ct    | Case | Fresh green, deep green over striped red blush. Skin fairly smooth and dry, stem intact. Stems may be missing provided that the break is clean and there is not torn flesh or skin, harvested ripe. Packed to US Fancy Grade or US Extra Fancy.        |  |  |  |
| 17 | Grape Tomato             | 12  | Pints | Case | Uniformly round to round squat, smooth and firm, free from blemishes, cracks. Not over-ripped or bruised. Ripeness stage 5. Packed US Grade 1 or US Grade A or higher. May order by case or pint.  |  |  |  |
| 18 | Grapefruit, Raw          | 40  | lbs   | Case | Grapefruit should be Heavy for size; firm, well-shaped; thin skin. Packed US Grade 1 or US Grade A or higher; size 40; Ruby red; 34 to 40 lb. carton   |  |  |  |
| 19 | Green Bell Peppers, Raw  | 22  | lbs   | Case | Peppers should be well formed, firm, and glossy; rich green, red or yellow color; free from blemish or decay. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |

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|    |                           |     |     |      |  |  |  |  |
|----|---------------------------|-----|-----|------|--|--|--|--|
| 20 | Onions, Raw               | 50  | lbs | Case | Onion should be firm, well-shaped, short neck; dry and papery outer skin; flesh juicy and crisp; free of green spots, blemish, decay or mold. Packed US Grade 1 or US Grade A or higher. May order by case, lb, or diced onion.                                    |  |  |  |
| 21 | Oranges, Raw              | 138 | ct  | Case | With firm, smooth skin, waxed surface, nil with greening. Packed to US Fancy Grade.  |  |  |  |
| 22 | Pears, Raw                | 135 | ct  | Case | Bartlett. Mid green to greenish yellow skin, white flesh, firm, free from decay. Packed US Grade 1 or US Grade A or higher.  |  |  |  |
| 23 | Red Bell Pepper, Raw      | 11  | lbs | Case | Peppers should be well formed, firm, and glossy; rich green, red or yellow color; free from blemish or decay. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |
| 24 | Red Delicious Apples, Raw | 138 | ct  | Case | Fresh red delicious, dark red block over striped red blush. Skin fairly smooth and dry, stem intact. Stems may be missing provided that the break is clean and there is not torn flesh or skin, harvested ripe. Packed to US Fancy Grade or US Extra Fancy.        |  |  |  |
| 25 | Red Cabbage, Raw          | 50  | lbs | Case | Dark purple leaves; Firm well formed, round head, compact heart of leaves with max. 3-4 large outer leaves. Clean cut stem. Free from foreign matter.  |  |  |  |
| 26 | Red Grapes                | 18  | lbs | Case | Red, Seedless; Grapes should be firm, attached to capstems, and not split, shattered, crushed, dried, or wet. Stems should be free from mold and decay and not damaged by freezing or dryness. Packed US Grade 1 or US Grade A or higher. May order by case or lb. |  |  |  |
| 27 | Romaine Lettuce, Raw      | 24  | ea  | Case | Should be fresh with good color. Packed US Grade 1 or US Grade A or higher; well-trimmed. May order by case, lb, or pre-cut lettuce.   |  |  |  |
| 28 | Spinach, Raw              | 2.5 | lbs | Bags | Should have a dark green color, fresh, crisp leaves. Wilted, long stems indicate poor quality. Should be fresh with good color. Packed US Grade 1 or US Grade A or higher; tender Broadleaf.   |  |  |  |
| 29 | Tomatoes, Red, Raw        | 25  | lbs | Case | Uniformly round to round squat, smooth and firm, free from blemishes, cracks. Not over-ripped or bruised. Ripeness stage 5. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |
| 30 | Zucchini, Raw             | 20  | lbs | Case | Cylindrical shape, dark green shiny rind with some light speckling, white flesh.   |  |  |  |

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|    |              |        |      |      |  |  |  |  |
|----|--------------|--------|------|------|--|--|--|--|
|    |              |        |      |      | Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 31 | nectarine    | 60     | ea   | Case | Nectarines should be mature but not soft or overripe, well formed, clean, and free from decay and broken skins. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |
| 32 | baby bananas | 100    | each | Case | Baby bananas stage 4 regular, mostly yellow with green tips, brightly colored, free from bruises, scars. Firm, not soft, slightly arched with blunted butt end and intact, undamaged necks. Packed US Grade 1 or US Grade A or higher. May order by case or lb.      |  |  |  |
| 33 | plum         | 60     | ea   | Case | Plums: Normal bloom, firm not hard. Sound fruit with or without stalks. Intact skins. Free from juice and spray residues or foreign matter on the skin. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |
| 34 | blood orange | 60     | lbs  | Bags | Blood oranges: Uniform rich orange skin with red blush, dark red to burgundy flesh. Nil with green tinge >10% of surface. With firm, smooth skin. Packed to US Fancy Grade. May order by case or lb.   |  |  |  |
| 35 | peach        | 60     | lbs  | Case | Peaches: Uniformly round to round squat, smooth and firm, free from blemishes, cracks. Not over-ripped or bruised. Ripeness stage 5. Packed US Grade 1 or US Grade A or higher. May order by case or lb.   |  |  |  |
| 36 | grapes - red | 18     | lbs  | Case | Red, Seedless; Grapes should be firm, attached to capstems, and not split, shattered, crushed, dried, or wet. Stems should be free from mold and decay and not damaged by freezing or dryness. Packed US Grade 1 or US Grade A or higher. May order by case or lb.   |  |  |  |
| 37 | green grapes | 18     | lbs  | Case | Green, Seedless; Grapes should be firm, attached to capstems, and not split, shattered, crushed, dried, or wet. Stems should be free from mold and decay and not damaged by freezing or dryness. Packed US Grade 1 or US Grade A or higher. May order by case or lb. |  |  |  |
| 38 | green grapes | 12/6oz | each | Case | Green, Seedless; Grapes should be firm, attached to capstems, and not split, shattered, crushed, dried, or wet. Stems should be free from mold and decay and not damaged by freezing or dryness. Packed US Grade 1 or US   |  |  |  |



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|    |              |          |      |      |   |  |  |  |
|----|--------------|----------|------|------|---|--|--|--|
|    |              |          |      |      | Grade A or higher. May order by case or lb.   |  |  |  |
| 39 | blueberries  | 12/6oz   | each | Case | Blueberries: Well colored, not overripe, not crushed, split or leaking, not wet. Free from attached stems, mold, decay or damages caused by shriveling broken skins, scars, green berries or other means. Packed US Grade 1 or higher. May order by case or lb.                                 |  |  |  |
| 40 | watermelon   | 100/3 oz | each | Case | Ready to serve. Watermelons should be mature, well formed, not overripe, uniformly diced, and free from damage by other means. Packed US Grade 1 or US Grade A or higher. May order by case/lb  |  |  |  |
| 41 | watermelon   | 4/5 lb   | each | Case | Watermelons that are mature, have similar varietal characteristics, are fairly well formed, and are not overripe. Watermelons should be uniformly diced, and free from damage by other means. Packed US Grade 1 or US Grade A or higher. May order by case or lb.                               |  |  |  |
| 42 | pineapple    | 100/3 oz | oz   | Case | Ready to serve. Pineapple should be mature, well formed, not overripe, uniformly diced, and free from damage by other means. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |
| 43 | pineapple    | 4/5 lb   | each | Case | Pineapple: US No.1 consists of watermelons that are mature, have similar varietal characteristics, are fairly well formed, and are not overripe. Pineapples should be uniformly diced, and free from damage by other means. Packed US Grade 1 or US Grade A or higher. May order by case or lb. |  |  |  |
| 44 | honeydew     | 100/3 oz | oz   | Case | Ready to serve. Honeydew should be mature, well formed, not overripe, uniformly diced, and free from damage by other means. Packed US Grade 1 or US Grade A or higher. May order by case or lb  |  |  |  |
| 45 | honeydew     | 4/5 lb   | each | Case | Honeydew: US No.1 consists of honeydew that are mature, have similar varietal characteristics, are fairly well formed, and are not overripe. Honeydew should be uniformly diced, and free from damage by other means. Packed US Grade 1 or US Grade A or higher. May order by case or lb.       |  |  |  |
| 46 | blackberries | 12/6oz   | each | Case | Blackberries: Well colored, not overripe, not crushed, split or leaking, not wet. Free from attached stems, mold, decay or damages caused by  |  |  |  |

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|    |                      |          |      |      |  |  |  |  |
|----|----------------------|----------|------|------|--|--|--|--|
|    |                      |          |      |      | shriveling broken skins, scars, green berries or other means. Packed US Grade 1 or higher. May order by case or lb.  |  |  |  |
| 47 | strawberries         | 12/6oz   | each | Case | Strawberries: Well colored, not overripe, not crushed, split or leaking, not wet. Free from attached stems, mold, decay or damages caused by shriveling broken skins, scars, green berries or other means. Packed US Grade 1 or higher. May order by case or lb. |  |  |  |
| 48 | raspberries, raw     | 12/6oz   | each | Case | Raspberries: Well colored, not overripe, not crushed, split or leaking, not wet. Free from attached stems, mold, decay or damages caused by shriveling broken skins, scars, green berries or other means. Packed US Grade 1 or higher. May order by case or lb.  |  |  |  |
| 49 | rainbow cauliflower  | 100/3oz  | oz   | Case | Ready to serve. Rainbow cauliflower must have multicolored skin and flesh, including reds, oranges, purples, and yellows. Firm, crisp and juicy, no excess water in pre-packs. Packed US Grade 1 or US Grade A or higher. May order by case or lb.               |  |  |  |
| 50 | rainbow baby carrots | 100/3 oz | oz   | Case | Ready to serve. Rainbow carrots must have multicolored skin and flesh, including reds, oranges, purples, and yellows. Firm, crisp and juicy, no excess water in pre-packs. Packed US Grade 1 or US Grade A or higher. May order by case or lb.                   |  |  |  |
| 51 | sugar snap peas      | 100/3oz  | oz   | Case | Ready to serve. Sugar snap peas must have mid to bright green skin and flesh. Firm, crisp and juicy, no excess water in pre-packs. Packed US Grade 1 or US Grade A or higher. May order by case or lb.   |  |  |  |
| 52 | jicama, raw          | 100/3oz  | oz   | Case | Ready to serve. Jicama sticks must have cream to yellow flesh. Firm, crisp and juicy, no excess water in pre-packs. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |
| 53 | cantaloupe           | 4/5 lb   | each | Case | Ready to serve. Cantaloupe should be mature, well formed, not overripe, uniformly diced, and free from damage by other means. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |
| 54 | cantaloupe           | 100/3 oz | oz   | Case | Ready to serve. Cantaloupe should be mature, well formed, not overripe, uniformly diced, and free from damage by other means. Packed US Grade 1 or   |  |  |  |

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|    |                     |                       |       |      |  |  |  |  |
|----|---------------------|-----------------------|-------|------|--|--|--|--|
|    |                     |                       |       |      | US Grade A or higher. May order by case or lb  |  |  |  |
| 55 | kiwi                | 117                   | count | Case | Ready to serve. Kiwi should be mature, well formed, not overripe, and free from damage by other means. Packed US Grade 1 or US Grade A or higher. May order by case or count.  |  |  |  |
| 56 | mango               | 100/3oz               | each  | Case | Similar varietal characteristics which are mature, clean, well formed, well trimmed, and which are free from decay, overripe or damage by other means. Pack US Grade 1 or US Grade A or higher.  |  |  |  |
| 57 | yellow bell Peppers | 11                    | lbs   | Case | Peppers should be well formed, firm, and glossy; yellow color; free from blemish or decay. Packed US Grade 1 or US Grade A or higher. May order by case or lb.   |  |  |  |
| 58 | jalapeno peppers    | 11                    | lbs   | Case | Peppers should be well formed, firm, and glossy; green color; free from blemish or decay. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |
| 59 | orange bell Peppers | 11                    | lbs   | Case | Peppers should be well formed, firm, and glossy; rich orange color; free from blemish or decay. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |
| 60 | avocado             | 25 (70 S; 48 M; 36 L) | lbs   | Case | Avocados should be mature, ripe, well formed, clean, well colored, well trimmed, and free from decay, overripe, or damaged by other means. Packed US Grade 1 or US Grade A or higher.  |  |  |  |
| 61 | edamame             | 100/3oz               | oz    | Case | Bright typical green color, must be well developed, tender with no evidence of toughness or extreme over-maturity. Frozen and shelled. To be packed to U.S. Grade a standard or higher.  |  |  |  |
| 62 | English cucumbers   | 12                    | unit  | Case | English cucumbers must have a uniformed mid green to dark green skin; whitish to pale green flesh: with small white seeds. Uniformly firm; relatively smooth skin, crisp, juicy flesh. Slicing type. Packed to US Fancy Grade Standard.                      |  |  |  |
| 63 | Fingerling potato   | 50                    | lbs   | Box  | Fingerling potato should be firm, fairly clean, fairly well-shaped and free from freezing, blackheart, late blight, wilt and ring rot, soft rot and wet breakdown as well as free from damage by any other cause. Packed US Grade 1 or US Grade A or higher. |  |  |  |

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|    |                              |                            |     |      |   |  |  |  |
|----|------------------------------|----------------------------|-----|------|---|--|--|--|
| 64 | Red potato<br>(Bee Size)     | 50                         | lbs | Case | Red Potato should be firm, fairly clean, fairly well shaped and free from freezing, blackheart, late blight, wilt and ring rot, soft rot and wet breakdown as well as free from damage by any other cause. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 65 | Blue/purple<br>potato        | 50                         | lbs | Box  | Blue Potato should be firm, fairly clean, fairly well shaped and free from freezing, blackheart, late blight, wilt and ring rot, soft rot and wet breakdown as well as free from damage by any other cause. Packed US Grade 1 or US Grade A or higher.  |  |  |  |
| 66 | cubed<br>butternut<br>squash | 100/3oz                    | oz  | Case | Cubed butternut squash should be well matured, not broken or cracked, free from soft rot or wet breakdown, and free from damage by scars, dry rot, freezing, disease, insects and mechanical or other means. Packed US Grade 1 or US Grade A or higher. |  |  |  |
| 67 | spaghetti<br>squash          | 35-40                      | lbs | Case | Spaghetti squash should be mature, well formed, not overripe, processed and ready to prepare. Free of seeds, and no damage by other means. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 68 | zucchini<br>noodles          | 8 lbs (4-<br>2lbs<br>bags) | lbs | Case | Zucchini noodles should have dark green shiny rind with some light speckling, white flesh. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 69 | squash<br>noodles            | 8 lbs (4-<br>2lbs<br>bags) | lbs | Case | Ready to serve zucchini noodles should have bright yellow shiny rind with some light speckling, white flesh. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 70 | sweet<br>potatoes            | 40                         | lbs | Box  | Sweet Potato should be firm, fairly clean, fairly well shaped and free from freezing, blackheart, late blight, wilt and ring rot, soft rot and wet breakdown as well as free from damage by any other cause. Packed US Grade 1 or US Grade A or higher. |  |  |  |
| 71 | red (purple)<br>onion        | 25                         | lbs | Sack | Onion should be firm, well-shaped, short neck; dry and papery outer skin; flesh juicy and crisp; free of blemish, decay or mold. Packed US Grade 1 or US Grade A or higher. May order by case, lb, sliced, or diced onion.                              |  |  |  |
| 72 | papaya                       | 35-40                      | lbs | Case | Ready to serve. Papayas should be mature, well formed, not overripe, and free from damage by other means. Packed US Grade 1 or US Grade A or higher.  |  |  |  |
| 73 | sliced carrots               | 4x5#                       | lbs | Case | Ready to serve. Mid to bright orange skin and flesh. Firm, crisp and juicy, no  |  |  |  |

## #02-RFQ-CNP-2021-TX

|    |                           |         |        |      |   |  |  |  |
|----|---------------------------|---------|--------|------|---|--|--|--|
|    |                           |         |        |      | excess water in pre-packs. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 74 | zucchini sticks           | 4x5#    | lbs    | Case | Ready to serve. Cylindrical shape, dark green shiny rind with some light speckling, white flesh. Processed into uniform sticks. Packed US Grade 1 or US Grade A or higher.  |  |  |  |
| 75 | yellow squash sticks      | 4x5#    | lbs    | Case | Ready to serve. Cylindrical shape, bright yellow shiny rind with some light speckling, white flesh. Processed into uniform sticks. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 76 | brussel sprouts           | 25      | lbs    | Case | Brussel sprouts should be well colored, firm, not withered or burst, free from soft decay and seedstems, and free from damage caused by discoloration, dirt or other foreign material, freezing, disease, insects, or mechanical or other means. Packed US Grade 1 or US Grade A or higher.                                     |  |  |  |
| 77 | asparagus                 | 11      | lbs    | Case | Asparagus stalks should be fresh, well-trimmed, and fairly straight; they should be free from decay and free from damage caused by spreading or broken tips, dirt, disease, insects, or other means. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 78 | apricots                  | 24      | lbs    | Case | Seasonal: Apricots should be mature but not soft, overripe, or shriveled. They should be well formed and free from decay, cuts, skin breaks, worm holes, and free from damage by any other cause. Packed US Grade 1 or US Grade A or higher.  |  |  |  |
| 79 | star fruit                | 8 - 10c | lbs    | Case | **Note: There are no U.S. grade standards for Carambola. Specification from the Speciality Fruits and Vegetables Inspection Instructions: Light golden yellow color, may have traces of light green. Mostly egg-shaped. Must be free from decay and damage. Packed US Grade 1 or US Grade A or higher. May order by case or lb. |  |  |  |
| 80 | Mandarin Oranges "Cuties" | 10x3#   | lbs    | Case | Cuties should be mature but not soft or overripe, well formed, clean, and free from decay and broken skins. Packed US Grade 1 or US Grade A or higher. May order by case or lb.   |  |  |  |
| 81 | tangelo                   | 125-150 | pieces | Case | Tangelos should be mature but not soft or overripe, well formed, clean, and free from decay and broken skins. Packed US Grade 1 or US Grade A or higher. May order by case or lb.   |  |  |  |

## #02-RFQ-CNP-2021-TX

|    |                     |         |     |      |  |  |  |  |
|----|---------------------|---------|-----|------|--|--|--|--|
| 82 | Pico de Gallo       | 5       | lbs | Case | PRE-made pico de gallo with tomatoes, onions, cilantro, jalapeño in 5 lbs cases  |  |  |  |
| 83 | Celery sticks       | 100/3oz | ea  | case | With green outer stalks to whitish – green inner stalks, mid dark green leaves. Stalks not fibrous, woody or with strong bitter flavor. Packed US Grade 1 or US Grade A or higher. May order by case, ctn, lb, diced celery, or pre-cut celery sticks.           |  |  |  |
| 84 | Broccoli Florets    | 100/3oz | ea  | case | Stalks are fresh, tender, good characteristic color and compact heads, well trimmed, free from decay and cull material, free from damage. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 85 | Cauliflower Florets | 100/3oz | ea  | case | Clean, compact; white, creamy white, or cream, unless otherwise specified. Free from soft or wet decay. Free from damage caused by bruising, cuts, discoloration, wilting and other mean.  |  |  |  |
| 86 | Cherry tomato       | 100/3oz | ea  | case | Uniformly round to round squat, smooth and firm, free from blemishes, cracks. Not over-ripped or bruised. Ripeness stage 5. Packed US Grade 1 or US Grade A or higher. May order by case or pint.  |  |  |  |
| 87 | Grape Tomato        | 100/3oz | ea  | case | Uniformly round to round squat, smooth and firm, free from blemishes, cracks. Not over-ripped or bruised. Ripeness stage 5. Packed US Grade 1 or US Grade A or higher. May order by case or pint.  |  |  |  |
| 88 | Blueberries         | 100/3oz | ea  | case | Blueberries: Well colored, not overripe, not crushed, split or leaking, not wet. Free from attached stems, mold, decay or damages caused by shriveling broken skins, scars, green berries or other means. Packed US Grade 1 or higher. May order by case or lb.  |  |  |  |
| 89 | Blackberries        | 100/3oz | ea  | case | Blackberries: Well colored, not overripe, not crushed, split or leaking, not wet. Free from attached stems, mold, decay or damages caused by shriveling broken skins, scars, green berries or other means. Packed US Grade 1 or higher. May order by case or lb. |  |  |  |
| 90 | Raspberries         | 100/3oz | ea  | case | Raspberries: Well colored, not overripe, not crushed, split or leaking, not wet. Free from attached stems, mold, decay or damages caused by shriveling broken skins, scars, green berries or other means. Packed US Grade 1 or higher. May order by case or lb.  |  |  |  |

## #02-RFQ-CNP-2021-TX

|     |                |         |     |      |  |  |  |  |
|-----|----------------|---------|-----|------|--|--|--|--|
| 91  | Strawberries   | 100/3oz | ea  | case | Strawberries: Well colored, not overripe, not crushed, split or leaking, not wet. Free from attached stems, mold, decay or damages caused by shriveling broken skins, scars, green berries or other means. Packed US Grade 1 or higher. May order by case or lb. |  |  |  |
| 92  | Spring mix     | 3#      | lbs | case | Should be fresh with good color. Packed US Grade 1 or US Grade A or higher; well-trimmed. May order by case, lb, or pre-cut.   |  |  |  |
| 93  | PARSLEY        | 60CT    | EA  | CASE | PARSLEY  |  |  |  |
| 94  | Chop Romaine   | 6/2#    | ea  | case | Should be fresh with good color. Packed US Grade 1 or US Grade A or higher; well-trimmed. May order by case, lb, or pre-cut.   |  |  |  |
| 95  | Cole Slaw      | 4/5#    | ea  | case | Cole Slaw  |  |  |  |
| 96  | Carrot Stick   | 4/5#    | ea  | case | Ready to serve. Mid to bright orange skin and flesh. Firm, crisp and juicy, no excess water in pre-packs. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 97  | Green Cabbage  | Case    | ea  | case | Green leaves; Firm well formed, round head, compact heart of leaves with max. 3-4 large outer leaves. Clean cut stem. Free from foreign matter.  |  |  |  |
| 98  | Diced Onion    | 4/5#    | ea  | case | Onion should be firm, well-shaped, short neck; dry and papery outer skin; flesh juicy and crisp; free of green spots, blemish, decay or mold. Packed US Grade 1 or US Grade A or higher. May order by case, lb, or diced onion.                                  |  |  |  |
| 99  | Baby Carrots   | 100/3oz | oz  | case | Ready to serve. Mid to bright orange skin and flesh. Firm, crisp and juicy, no excess water in pre-packs. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 100 | Golden Apple   | 138ct   | ea  | case | Golden apple. Skin fairly smooth and dry, stem intact. Stems may be missing provided that the break is clean and there is not torn flesh or skin, harvested ripe. Packed to US Fancy Grade or US Extra Fancy.  |  |  |  |
| 101 | Diced Celery   | 4/5#    | ea  | case | With green outer stalks to whitish – green inner stalks, mid dark green leaves. Stalks not fibrous, woody or with strong bitter flavor. Packed US Grade 1 or US Grade A or higher. May order by case, ctn, lb, diced celery, or pre-cut celery sticks.           |  |  |  |
| 102 | Diced Red Bell | 4/5#    | ea  | case | Peppers should be well formed, firm, and glossy; rich green, red or yellow   |  |  |  |

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|     |                   |         |     |      |   |  |  |  |
|-----|-------------------|---------|-----|------|---|--|--|--|
|     |                   |         |     |      | color; free from blemish or decay. Packed US Grade 1 or US Grade A or higher. May order by case or lb.  |  |  |  |
| 103 | Sliced Red Bell   | 4/5#    | ea  | case | Peppers should be well formed, firm, and glossy; rich green, red or yellow color; free from blemish or decay. Packed US Grade 1 or US Grade A or higher. May order by case or lb.   |  |  |  |
| 104 | Royal Gala Apple  | 138ct   | ea  | case | Royal red block over striped red blush. Skin fairly smooth and dry, stem intact. Stems may be missing provided that the break is clean and there is not torn flesh or skin, harvested ripe. Packed to US Fancy Grade or US Extra Fancy.             |  |  |  |
| 105 | Sliced Cucucumber | 100/3oz | oz  | case | Uniformed mid green to dark green skin; whitish to pale green flesh: with small white seeds. Uniformly firm; relatively smooth skin, crisp, juicy flesh with milk flavor. Slicing type. Packed to US Fancy Grade Standard. May order by case or lb. |  |  |  |
| 106 | Cucumber Spears   | 4/5#    | ea  | case | Uniformed mid green to dark green skin; whitish to pale green flesh: with small white seeds. Uniformly firm; relatively smooth skin, crisp, juicy flesh with milk flavor. Slicing type. Packed to US Fancy Grade Standard. May order by case or lb. |  |  |  |
| 107 | Green Onion       | 4dz/cs  | DZ  | Case | Onion should be firm, well-shaped, short neck; dry and papery outer skin; flesh juicy and crisp; free of green spots, blemish, decay or mold. Packed US Grade 1 or US Grade A or higher. May order by case, lb, or diced onion.                     |  |  |  |
| 108 | Baby Carrots      | 25#     | lbs | Case | Ready to serve. Mid to bright orange skin and flesh. Firm, crisp and juicy, no excess water in pre-packs. Packed US Grade 1 or US Grade A or higher.  |  |  |  |
| 109 | Zucchini 100/3oz  | Case    | ea  | Case | Cylindrical shape, dark green shiny rind with some light speckling, white flesh. Packed US Grade 1 or US Grade A or higher.   |  |  |  |
| 110 | Broccoli Crown    | 20# cs  | lbs | Case | Crowns are fresh, tender, good characteristic color and compact heads, well trimmed, free from decay and cull material, free from damage. Packed US Grade 1 or US Grade A or higher.  |  |  |  |
| 111 | KEY LIME          | 38# CS  | lbs | Case | Key Lime  |  |  |  |
| 112 | Pico De Gallo     |         |     | Case | No Chile  |  |  |  |



**ATTACHMENT "M" Delivery Locations**

| Region                  | Campus                     | Address                 |                     |          | Can Vendor deliver to the following locations (Mark with an "X") |    |
|-------------------------|----------------------------|-------------------------|---------------------|----------|--|----|
|                         |                            | Street                  | City, State         | Zip code | Yes  | No |
| UPPER RIO GRANDE VALLEY | IDEA Quest                 | 14001 N Rooth           | EDINBURG, TX        | 78541    |  |    |
|                         | IDEA Mission               | 1600 S SCHUERBACH RD    | MISSION, TX         | 78572    |  |    |
|                         | IDEA San Juan Academy      | 200 N NEBRASKA AVE      | SAN JUAN, TX        | 78589    |  |    |
|                         | IDEA San Juan College Prep | 600 E SIOUX RD          | SAN JUAN, TX        | 78589    |  |    |
|                         | IDEA Pharr                 | 600 E LAS MILPAS RD     | PHARR, TX           | 78577    |  |    |
|                         | IDEA Edinburg              | 2553 N ROEGERS RD       | EDINBURG, TX        | 78541    |  |    |
|                         | IDEA McAllen               | 201 N BENTSEN RD        | MCALLEN, TX         | 78501    |  |    |
|                         | IDEA North Mission         | 2706 N HOLLAND AVE      | MISSION, TX         | 78572    |  |    |
|                         | IDEA Toros College Prep    | 315 EAST PALM DRIVE     | EDINBURG, TX        | 78539    |  |    |
|                         | IDEA Rio Grande City       | 2803 W MONARCH LN       | RIO GRANDE CITY, TX | 78582    |  |    |
|                         | IDEA Tres Lagos            | 5200 TRES LAGOS BLVD    | MCALLEN, TX         | 78504    |  |    |
|                         | IDEA Owassa                | 1000 E OWASSA RD        | PHARR, TX           | 78577    |  |    |
|                         | IDEA Los Encinos           | 5400 S. WARE RD         | MCALLEN, TX         | 78503    |  |    |
|                         | IDEA Palmview              | 4100 N SCHUERBACH RD    | MISSION, TX         | 78572    |  |    |
|                         | IDEA La Joya               | 725 E EXPRESSWAY 83     | LA JOYA, TX         | 78560    |  |    |
| LOWER RIO GRANDE VALLEY | IDEA Donna                 | 401 S 1ST ST            | DONNA, TX           | 78537    |  |    |
|                         | IDEA Alamo                 | 325 E. FM 495           | ALAMO, TX           | 78516    |  |    |
|                         | IDEA Frontier              | 2800 S DAKOTA AVE       | BROWNSVILLE, TX     | 78521    |  |    |
|                         | IDEA San Benito            | 2151 RUSSELL LN         | SAN BENITO, TX      | 78586    |  |    |
|                         | IDEA Weslaco               | 2931 E sugar cane drive | WESLACO, TX         | 78599    |  |    |
|                         | IDEA Brownsville           | 4395 PAREDES LINE RD    | BROWNSVILLE, TX     | 78526    |  |    |
|                         | IDEA Weslaco Pike          | 1000 E PIKE BLVD        | WESLACO, TX         | 78596    |  |    |

## #02-RFQ-CNP-2021-TX

|             |                      |                            |                 |       |  |  |
|-------------|----------------------|----------------------------|-----------------|-------|--|--|
|             | IDEA Riverview       | 30 PALM BLVD               | BROWNSVILLE, TX | 78520 |  |  |
|             | IDEA Elsa            | 420 S FANNIN               | ELSA, TX        | 78543 |  |  |
|             | IDEA Robindale       | 3802 Ruben M torres BLVD   | BROWNSVILLE, TX | 78521 |  |  |
|             | IDEA Harlingen       | 24240 Chester Park Rd      | HARLINGEN, TX   | 78552 |  |  |
|             | IDEA Sports Park     | 1000 SPORTS PARK BLVD      | BROWNSVILLE, TX | 78526 |  |  |
|             |                      |                            |                 |       |  |  |
| SAN ANTONIO | IDEA Carver          | 217 ROBINSON PL            | SAN ANTONIO, TX | 78202 |  |  |
|             | IDEA South Flores    | 6919 S FLORES ST           | SAN ANTONIO, TX | 78221 |  |  |
|             | IDEA Monterrey Park  | 222 SW 39TH ST             | SAN ANTONIO, TX | 78236 |  |  |
|             | IDEA Walzem          | 6445 WALZEM RD             | SAN ANTONIO, TX | 78239 |  |  |
|             | IDEA Eastside        | 2519 MARTIN LUTHER KING DR | SAN ANTONIO, TX | 78220 |  |  |
|             | IDEA Mays            | 1210 HORAL DR              | SAN ANTONIO, TX | 78245 |  |  |
|             | IDEA Judson          | 13427 JUDSON RD            | SAN ANTONIO, TX | 78233 |  |  |
|             | IDEA Ewing Halsell   | 2523 W ANSLEY BLVD         | SAN ANTONIO, TX | 78224 |  |  |
|             | IDEA Brackenridge    | 5555 OLD PEARSALL RD       | SAN ANTONIO, TX | 78242 |  |  |
|             | IDEA Harvey E. Najim | 926 S WW WHITE RD          | SAN ANTONIO, TX | 78220 |  |  |
|             | IDEA Ingram Hills    | 3115 MAJESTIC DR           | SAN ANTONIO, TX | 78228 |  |  |
|             | IDEA Burke           | 10434 Marbach Road         | SAN ANTONIO, TX | 78245 |  |  |
|             | IDEA Converse        | 5490 FM 1516 N             | CONVERSE, TX    | 78109 |  |  |
|             | IDEA Hidden Meadow   | 10138 Culebra Road         | SAN ANTONIO, TX | 78250 |  |  |
|             | IDEA Amber Creek     | 10170 KRIEWALD RD          | SAN ANTONIO, TX | 78245 |  |  |
|             |                      |                            |                 |       |  |  |
| AUSTIN      | IDEA Montopolis      | 1701 VARGAS RD             | AUSTIN, TX      | 78741 |  |  |
|             | IDEA Rundberg        | 9504 N IH 35               | AUSTIN, TX      | 78753 |  |  |

## #02-RFQ-CNP-2021-TX

|               |                         |                             |                  |       |  |  |
|---------------|-------------------------|-----------------------------|------------------|-------|--|--|
|               | IDEA Bluff Springs      | 1700 E SLAUGHTER LN         | AUSTIN, TX       | 78747 |  |  |
|               | IDEA Pflugerville       | 1901 E WELLS BRANCH PKWY    | PFLUGERVILLE, TX | 78660 |  |  |
|               | IDEA Kyle               | 640 PHILOMENA DR            | KYLE, TX         | 78640 |  |  |
|               | IDEA Health Professions | 5816 WILCAB RD              | AUSTIN, TX       | 78721 |  |  |
|               | IDEA Parmer Park        | 1438 E YAGER LANE           | AUSTIN, TX       | 78753 |  |  |
|               | IDEA Round Rock         | 3301 GREENLAWN BLVD         | ROUND ROCK, TX   | 78664 |  |  |
|               |                         |                             |                  |       |  |  |
| HOUSTON       | IDEA Hardy              | 1930 LITTLE YORK RD         | HOUSTON, TX      | 77093 |  |  |
|               | IDEA Spears             | 2010 SPEARS RD              | HOUSTON, TX      | 77067 |  |  |
|               | IDEA Lake Houston       | 5627 S LAKE HOUSTON PARKWAY | HOUSTON, TX      | 77049 |  |  |
|               |                         |                             |                  |       |  |  |
| PERMIAN BASIN | IDEA Travis             | 900 E GIST AVE              | MIDLAND, TX      | 79701 |  |  |
|               | IDEA Yukon              | 7300 EAST YUKON RD          | ODESSA, TX       | 79765 |  |  |

**Cafeterias highlighted in Yellow are new locations coming on board in August for the FY 2021-2022**

## ATTACHMENT "N" – Reference Sheet

## REFERENCE SHEET

*Instructions:*

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

**(A) TO BE FILLED BY VENDOR**

REFERENCE VERIFICATION REQUESTED BY (Name of vendor): \_\_\_\_\_

FOR THE SERVICES PROVIDED ON (Enter Date): \_\_\_\_\_

FOR THE FOLLOWING RFP, IFB, or RFQ: \_\_\_\_\_

**(B) TO BE FILLED BY CUSTOMER (REFERENCE)**

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

EXCELLENT

GOOD

AVERAGE

POOR

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

YES

NO

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

FOOD

NON-FOOD

JANITORIAL

OTHER SERVICE

DOES THE VENDOR OFFER AN INTERNET BASED ORDERING AND TRACKING SYSTEM AT NO ADDITIONAL COST? (Please circle one)

YES

NO

FOR PRODUCE ONLY: HOW LONG DID THE VENDOR HOLD PRODUCE PRICING FOR? (Please circle one)

1 Week

2 Weeks

4 Weeks

5 Weeks or more

FOR PRODUCE ONLY: HOW IS THE QUALITY OF THE PRODUCE ITEMS PROVIDED BY THE VENDOR? (Please circle one)

EXCELLENT

GOOD

AVERAGE

POOR

FOR PRODUCE ONLY: HOW OFTEN DID THE VENDOR SHORTED PRODUCE ORDERS? (Please circle one)

VERY OFTEN

OFTEN

NOT OFTEN

NEVER

FOR PRODUCE ONLY: DID VENDOR COMMUNICATE PRODUCE SHORTAGES TO YOUR STAFF IN A TIMELY MANNER? (Please circle one)

YES

NO

N/A

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

LESS THAN 1 YEAR

BETWEEN 1 TO 5 YEARS

FOR LONGER THAN 5 YEARS

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

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CUSTOMER NAME

TITLE

CUSTOMER SIGNATURE

DATE

CUSTOMER PHONE NUMBER

CUSTOMER E-MAIL ADDRESS

Created May 15, 2020

# ATTACHMENT “O” – Sample of Contract

## **[TYPE OF SERVICE]** INDEPENDENT CONTRACTOR AGREEMENT

This Service Agreement (“Agreement”) is made by and between IDEA Public Schools, 2115 W Pike Blvd, Weslaco, Texas 78596, an open-enrollment charter school organized and existing under the laws of the State of Texas (the “School”), and **name, address**, (the “Provider”). Collectively, the School and Provider are referred to as the “Parties.”

### **I. PURPOSE OF AGREEMENT**

**WHEREAS**, the School is a public charter school serving students throughout the State of Texas; and

**WHEREAS**, Provider offers **[SERVICES]**; and

**WHEREAS**, the School desires to engage and contract with Provider to provide the services described in this Agreement, and Provider desires to enter into this Agreement as an independent contractor and consultant to render the services described in this Agreement, and is willing to do so on the terms and conditions set forth below;

**NOW, THEREFORE**, the School engages the services of Provider and in consideration of the mutual promises and covenants in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **II. GENERAL TERMS**

1. **Term:** This Agreement shall begin upon execution by the Parties and shall conclude on **date, 20** (the “Term”), unless terminated earlier pursuant to Part II or Part III herein. The Term may be extended by written agreement of the Parties.
2. **Services:** Provider shall perform the services described and set forth in the Scope of Work attached as **Exhibit 1** to this Agreement and incorporated herein by reference (the “Services”). The Parties may, by mutual agreement, amend the Services to be provided pursuant to this Agreement, and any amended and executed Scope of Work shall become a part of this Agreement. The Services shall be performed in compliance with applicable federal, state, and local law. In rendering the Services, Provider shall comply with all rules and regulations of the School. The School retains the right to stop or request alteration of the Services performed by Provider in order to assure conformity with this Agreement.

Provider and Provider’s personnel, if any, shall perform the Services consistent with the highest degree of care, and shall comply with all professional and ethical requirements imposed by the Texas Education Agency, or any other applicable licensing or practice standards promulgated by any other applicable regulatory agency.

3. **Schedule of Services:** Provider and Provider's personnel, if any, shall devote as much time, energy, and attention as necessary to complete the Services, and shall be available to provide the Services to the School as required to meet the needs of the School. Notwithstanding the foregoing, Provider shall not be required to follow or establish a regular or daily work schedule, except as mutually agreed upon and set forth by the Parties. However, Provider shall generally provide Services to the School during school days and hours, unless otherwise agreed to by the School and Provider.

Provider shall liaise with the School and any administrators designated by the School, but shall exercise independent discretion and judgment in the performance of the Services, including but not limited to the type, nature, and result of any Services undertaken by Provider. Subject to the foregoing, the School retains the right to ensure that all Services are provided pursuant to the requirements of applicable law.

4. **Furnishing of Equipment:** Unless otherwise agreed upon by the School, Provider shall supply all necessary and desirable equipment, materials, and supplies required to perform the Services pursuant to this Agreement. The School agrees to provide workspace for Provider to undertake the Services stated herein, and will provide Provider with access to a school computer and software, if necessary.
5. **Fees:** The School shall pay Provider for Services rendered under this Agreement as described and set forth in the Payment Schedule attached as Exhibit 2 to this Agreement and incorporated herein by reference. Provider shall maintain accurate written records for all Services provided. Provider shall bill the School for the Services provided on a monthly basis, by submission of invoices detailing the provision of Services for the previous month. Such invoiced amounts shall be due and payable to Provider within thirty (30) calendar days of the School's receipt of each invoice. A one-percent (1%) late charge may be added to any past due invoices. The School shall not be obligated to pay for any Services not supported by an invoice, or for Services rendered but submitted in an invoice subsequent to the month in which such Services should have been submitted in a prior invoice.
6. **Termination:** This Agreement may be terminated at any time for any reason by either party by giving thirty (30) days' written notice to the other party. Additionally, either party may terminate this Agreement immediately upon written notice of breach of any party by the other party. In the event of termination by the School or Provider prior to the expiration of this Agreement, Provider shall only be entitled to receive just and equitable compensation for any Services rendered up to and through the termination date. Upon termination of this Agreement, or whenever requested by the Parties, each party shall immediately deliver to the other party all property in its possession or under its care and control belonging to the other party.
7. **Record Keeping:** It is the responsibility of Provider to maintain such records as are required by law, the School, or as are prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the Services shall be maintained by Provider, and the School shall have the right to inspect and review such records at reasonable times upon request by the School.

8. **Independent Contractor:** This Agreement does not constitute a hiring by either party, nor does it constitute or create an employer-employee relationship. It is the Parties' express intention that Provider and Provider's personnel, if any, shall be an independent contractor and not be an employee of the School for any purpose, including but not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Texas Workers' Compensation Act, and other benefit payments and third party liability claims.

Provider shall retain sole discretion in the manner and means of carrying out the Services and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the School shall not be liable for any obligations incurred by Provider unless specifically authorized in writing by the School's Superintendent. Provider shall not act as an agent of the School, ostensibly or otherwise, nor bind the School in any manner, unless specifically authorized to do so in writing by the School's Superintendent.

9. **Compliance with Applicable Law:** Provider shall fully comply with all provisions of applicable federal and state law, including but not limited to the Texas Education Code and the Texas Administrative Code. Provider must also fully comply with any and all federal, state, and local laws or regulations regarding any necessary business permit(s) and/or license(s) that are required to perform the Services described in this Agreement in Texas public schools. Provider shall provide the School with copies of such permit(s) and/or license(s) within ten (10) business days of the Parties' execution of this Agreement, and Provider shall immediately notify the School of any changes to same.

10. **Background Checks:** Provider 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. No employee, agent, representative, volunteer, applicant for employment, or other person associated with Provider who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the School. Provider shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to the School for inspection and review during normal business hours of Provider and upon request of the School or governmental authorities.

11. **Expenses; Professional Insurance:** The School shall not pay Provider travel, meal, and/or accommodation expenses for any Services provided under this Agreement. No workers' compensation insurance has been or will be obtained by the School on account of Provider or Provider's personnel, if any.

Provider and/or Provider's personnel, if any, shall be solely responsible for the costs and expenses pertaining to any and all continuing education courses, professional seminars or conferences, and other professional development activities, as required for the industry or required to perform the Services under this Agreement.

Additionally, at all times during the Term hereof, Provider, at Provider's sole expense, shall keep in full force and effect commercial general or professional liability insurance providing coverage against bodily injury and disease, including death resulting therefrom, bodily injury, and property damage, to a combined limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. With respect to the coverage described in this Agreement, the policies shall include a provision waiving any right of subrogation against the School which otherwise might exist in or accrue. Proof of such insurance shall be provided within fifteen (15) business days of the execution of this Agreement. The School shall not obtain, pay for, or reimburse Provider for the cost of any liability insurance.

12. **Student Information**: The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by the School, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 ("HIPAA") Pub. L. No. 104-191, 110 Stat. 1936.

The School has determined that Provider does not have a legitimate educational interest in the educational records, as that term is defined under FERPA, of the School's students. Provider and Provider's personnel, if any, may not access any student records, unless otherwise authorized by law, and shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of this Agreement. In the event that Provider inadvertently gains access to student educational records in the due course of business, then upon termination of this Agreement, Provider will return to the School all student records, documentation, and other items that were obtained, used, created, or controlled by Provider during the Term hereof.

13. **Intellectual Property**: Provider acknowledges that, in connection with this Agreement, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to the School. For purposes of this Agreement, "Confidential Information" shall include but not be limited to:

- a) Information relating to the School's financial, regulatory, personnel, or operational matters.
- b) Information relating to the School's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research, and development activities, and computer programs and designs.
- d) Contracts, product plans, sales and marketing plans, and business plans.
- e) All information not generally known outside of the School's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from the School or its agents.



- f) The term “Confidential Information” does not include the following:
  - i. Information available to the public through no wrongful act of the receiving party.
  - ii. Information that has been published.
  - iii. Information required in response to subpoena, court order, court ruling, or by law.

Provider agrees that it will not, at any time during or after termination of this Agreement, use or disclose any confidential information or trade secrets of the School to any person or entity for any purpose whatsoever without the prior written consent of the School, unless and except as otherwise required by applicable federal or state law, including but not limited to the Texas Public Information Act.

Provider agrees to release to the School all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

- 14. **Works for Hire:** Provider agrees that the Services and related activities, tasks, results, inventions and intellectual property developed or performed pursuant to this Agreement are “works for hire” and as such the results of said work is by virtue of this Agreement assigned to the School, and shall be the sole property of the School for all purposes, including but not limited to copyright, trademark, service mark, patent and trade secret laws.
- 15. **Breach of Agreement Terms:** Any default (as defined below), violation, or breach of terms of this Agreement on the part of Provider or any of its officers, directors, owners, members, employees, or agents may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties hereto. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

If it is later determined by the School that Provider had an excusable reason for not performing, such as acts of God, fires, floods, or unusually severe weather, events which are not the fault of or are beyond the control of Provider, the School may allow Provider to continue work or treat the termination as a termination for convenience.

### III. MISCELLANEOUS TERMS

- 1. **Scope of Agreement:** This Agreement constitutes the final, complete and entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether written or oral. There are no representations or other agreements included. Any alteration or modification of this Agreement shall be effective only if it is in writing, signed, and dated by the Parties.
- 2. **Law of State to Govern:** The validity, enforceability and interpretation of any provision of this Agreement will be determined and governed by the substantive and procedural laws

of the State of Texas. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Hidalgo County, Texas.

3. **Severability:** In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.
4. **Indemnification:** Provider shall hold harmless, indemnify, and defend the School, its officers, employees, agents, subcontractors and consultants in their official and individual capacity from and against all actions, claims, suits, liabilities, proceedings, penalties, fines, costs, and expenses (including reasonable attorneys' fees at both the trial and appellate levels) which may be asserted, claimed or recovered against or from the School, its officers, employees, agents, subcontractors or consultants in their official or individual capacity by reason of any violation of a student's federally protected rights, damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this Agreement or the Services hereunder. This provision shall survive termination of this Agreement and shall be binding on the Parties and their successors, representatives, and assigns and cannot be waived or varied.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PROVIDER ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO THE SCHOOL, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO THE SCHOOL UNDER APPLICABLE LAW.

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

6. **Limitations:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF THE SCHOOL (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON THE SCHOOL'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 THE SCHOOL EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
7. **Notice Concerning Withholding of Taxes:** Provider recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Provider hereby promises and agrees to indemnify the School for any damages or expenses, including attorney's fees, and legal expenses, if any, incurred by the School as a result of Provider's failure to make such required payments.
8. **Service of Notices:** The notices required by this Agreement shall be effective when mailed, postage prepaid, certified with return receipt requested to the addresses shown below:
- If to the School:      **School**  
                                 **Attn: Name or Title**  
                                 **Street Address**  
                                 **City, State, Zip**
- If to Provider:        **Provider Name**  
                                 **Attn: Name or Title**  
                                 **Street Address**  
                                 **City, State, Zip**
9. **Assignment:** This Agreement may not be assigned by either party without the prior written consent of both Parties.
10. **Waiver:** The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.
11. **Amendments:** This Agreement may be amended at any time by mutual agreement of the Parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both the School and Provider.

12. **Non-Interference, Non-Solicitation, and Restrictive Covenant:** The School agrees that it will not, during the term of this Agreement, and for one (1) year after the expiration or termination of this Agreement, directly or indirectly, either as agent, partner, owner, investor, adviser or consultant, or in any other capacity, employ or otherwise contract for Services with any of Provider's employees that have provided Services under this Agreement.
13. **Default:**
- a) The School will be in default if any of the following occur:
    - i. The School fails to make any payment when due.
    - ii. The School fails to perform promptly at the time and in the specified manner provided in this Agreement
    - iii. The School makes any representation or statement to Provider that is false or misleading in any material respect.
  - b) Provider will be in default if any of the following occur:
    - i. Provider and/or its employees or agents fail to perform promptly at the time and in the manner specified in this Agreement.
    - ii. Provider and/or its employees or agents make any representation or statement to the School that is false or misleading in any material respect.
    - iii. Provider is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction involving state or federal funding by any state or federal department or agency.
14. **Loss of Funding and Commitment of Current Revenue:** Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The School shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without the School incurring any liability to Provider as a result of such termination, including early termination charges. If the School terminates this Agreement pursuant to this paragraph, Provider will have the right to collect and retain payment for services rendered to the School through termination date but shall not be entitled to any early termination charges.
15. **Ineligibility for Nonpayment of Child Support:** Pursuant to Texas Family Code § 231.006(d), regarding child support, Provider certifies that Provider is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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

THE PARTIES, having full authority and having taken all legal prerequisites to execution of this Agreement, by and through their respective authorized representatives, hereby execute this Agreement on the date(s) referenced below:

**IDEA Public Schools**

By: \_\_\_\_\_  
**Carlo Hershberger**  
**Sr. VP of Finance/Controller**

\_\_\_\_\_  
**Date**

**Provider Name**

By: \_\_\_\_\_  
**Name**  
**Title**

\_\_\_\_\_  
**Date**

### **Exhibit 1 – Scope of Work**

IDEA Public Schools, agrees to engage Provider, and Provider agrees to perform personally, in a manner satisfactory to the School, the following Service(s):

***INSERT LIST/DESCRIPTION OF SERVICES TO BE PROVIDED***

The Services shall generally be provided at the location(s) designated by the School.

SAMPLE

**Exhibit 2 – Payment Schedule**

***INSERT DESCRIPTION OF FEE SCHEDULE***

Provider agrees to maintain a time log to support time spent on daily and hourly-rate services, and that such time records shall satisfy applicable federal laws concerning reporting of time, effort, and activities.

SAMPLE

## **CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES**

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

### **Definitions:**

“*Covered Employees*”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. [SCHOOL] (the “School”), retains the discretion to determine what constitutes direct contact with students.

“*Disqualifying Criminal History*”: Any conviction or other criminal information designated by the School, including one or more of the following offenses:

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

Any contractor interested in participating in the School’s Contractor Bid and Vendor Services 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. Contractors who fail to follow the fingerprint process will not be allowed to compete for School contracts.



## **CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES**

**Please complete the information below:**

I, the undersigned agent for \_\_\_\_\_ (“Provider”), certify that [check one]:

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

*Or*

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

1. Provider 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 Provider receives information that a covered employee subsequently has a reported criminal history, Provider will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
3. Upon request, Provider will provide the School with the name and any other requested information regarding covered employees so that the School may obtain criminal history record information on the covered employees.
4. If the School objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Provider agrees to discontinue using that covered employee to provide services to the School.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to the School or having any direct contact with students.

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

\_\_\_\_\_  
Signature of Provider 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

FORM CIQ

## For vendor doing business with local governmental entity

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

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

☐ 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.)

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

Marcelo Casillas, Board President

Name of Officer

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

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.

☐

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).

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.

**ATTACHMENT “P” – Questionnaire**

| Question  | Answer |
|---|--------|
| #1: What is the full legal name of the firm?  |        |
| #2: Where is the firm located (City, State)?  |        |
| #3: DUNS#:  |        |
| #4: Company Website:  |        |
| #5: Bidder Contact Information:   |        |
| #6: Sales/Customer Service Contact Information:   |        |
| #7: Number of years the Firm has been in business under the above full legal name?  |        |
| #8: What is the firms number of years of experience providing School Nutrition Program Produce Items?   |        |
| #9: What is the firms experience serving school districts?  |        |
| #10: Does the firm currently provide an Internet-based ordering system at no additional cost?   |        |
| #11: Does the firm provide an Internet-based tracking system for all produce items? (Y/N) (Evaluation Criteria)   |        |
| #12: Can the firm provide at least 80% of the listed bid items at any given time during the contract period? (Y/N) (Evaluation Criteria)  |        |
| #13: How many weeks can the firm provide fix pricing for its produce items? (Evaluation Criteria)   |        |
| #14: Does the firm offer additional discounts for large volume/quantity services/purchases? Specify.  |        |
| #15: Are there any order minimums? Specify.   |        |
| #16: Are there any claims, judgements, arbitration, proceedings or suits pending or outstanding against the Firm, its officers, employees or agents, including bankruptcy? If YES, provide details. |        |
| #17: Did you included the firms entire RFQ Response?  |        |
| #18: Did you included the firms References? (Minimum of 3 references)   |        |

|  |  |
|--|--|
| #19: Did you included the firms Form W-9?  |  |
| #20: Did you included the firms signed and notarized Affidavits and Certifications?  |  |
| #21: Did you included the firms Buy American Deviations?   |  |
| #22: Did you included the firms Proof of Insurance? (Evaluation Criteria)  |  |
| #23: Did you included the firms Evidence of Financial Health and Stability? (Evaluation Criteria)  |  |
| #24: Did you included the firms MWBE, HUB, SBE, LSA Certificates? If not applicable, note N/A. (Evaluation Criteria)   |  |
| #25: Did you included the firms Certificates/Licenses? Specify. (Evaluation Criteria)  |  |
| #26: Did you included the firms Produce Recall Procedures?   |  |
| #27: Did you included the firms HACCP Procedures?  |  |
| #28: DELIVERY LOCATIONS: Is the firm able to deliver to all delivery locations as specified on Attachment M? (Evaluation Criteria)   |  |
| #31: DELIVERY REQUIREMENTS: Vendor must arrange for unloading of products from delivery truck onto IDEA Public Schools cafeteria staging/receiving area using vendors equipment, including pallet jack (not the schools). Specify any deviations here: (Evaluation Criteria) |  |
| #29: PALLET SIZE: Specify how pallet size is configured to maximize cost efficiencies while ensuring loads are not oversized or overweight and guarantees safety and food quality, standard 48 inch 4-way pallets in good, serviceable condition:                            |  |
| #30: LEAD-TIME: Specify the required lead-time to receive orders with minimum outs and/or shortages: (Evaluation Criteria)   |  |
| #31: PAYMENT DISCOUNT: Specify any payment discounts offered:  |  |
| #32: ADDITIONAL FEES: Specify shipping, handling, fuel surcharges and/or any other additional charges or fees:   |  |
| #33: RETURN POLICY: Attached Returned Policy to Proposal submittal (Y/N) (Evaluation Criteria)   |  |

# **END OF IDEA PUBLIC SCHOOLS – RFQ for Fresh Produce**

**PACKAGE FOR CHILD NUTRITION PROGRAM DEPARTMENT**