



**IDEA Public Schools**  
**Invitation for Bids**  
**For**  
**Refrigerated Trucks**  
**# 05-IFB-CNP-2122**

## Calendar of Events

1. Date of Solicitation Open: **Monday, January 31, 2022**
2. Pre-Bid Meeting Date and Time: **Tuesday, February 8, 2022 @ 10:00 AM CST**
3. Deadline for Written questions & approved equal's request: **Thursday, February 10, 2022 @ 5:00 PM CST**
4. Deadline for responses from IDEA Public Schools – Child Nutrition Program team for questions & approved equals requests: **Friday, February 11, 2022@ 5:00PM**
5. IFB Due Date and Time: **Tuesday, March 1, 2022 @ 2:00 PM CST**

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

IDEA Public Schools (IDEA) is a growing network of tuition-free K-12 public charter schools serving more than 76,000 students in 69 schools throughout the Rio Grande Valley, San Antonio, Austin, El Paso, Louisiana, and Florida in the 2021-2022 school year. IDEA is committed to "College for All Children" and has sent 100% of its graduates to college for six consecutive years. In the 2021-22 school year, IDEA will serve 77,000 students. IDEA will operate 194 schools by 2023.

**1.2. FUNDING**

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

**1.3. SERVICES SOLICITED**

IDEA is soliciting an Invitation for Bids for Purchase and Delivery of four (4) Refrigerated Trucks for listed campuses. Refrigerated Trucks shall be delivered/picked up by June 1<sup>st</sup>, 2022.

- 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.
- b. Deliveries shall be Freight on board (FOB) Destination to IDEA destination sites. Freight prepaid and assumed by the vendor. IDEA reserves the right to pick up items in lieu of delivery from local vendors.
- c. IDEA does not pay Federal Excise Taxes. Tax exemption certificates will be provided upon request.
- d. The vendor may offer an "equal" product or product exceeding specifications as an alternate proposal. Final determination of whether an item is an "approved equal" remains with IDEA.
- e. Bids submitted on forms other than the IDEA forms or with different terms or provisions may be considered as **non-responsive** proposals.
- f. All bids shall remain firm for a term of 120 days after IFB solicitation period is closed.
- g. The vendor shall certify that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award.
- h. "Reservations". IDEA expressly reserves the right to:

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- i. Waive minor deviations from the specifications when it is determined that the total cost to the IDEA 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 IFB packet will be available at **8:00 AM CST on Monday, January 31, 2022**, 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 IFB from the website. **The deadline for submitting bids for this IFB is Tuesday, March 1, 2022, at 2:00 PM CST.** The conference call will be held via web on <https://bluejeans.com/321875600> or join via phone: [+1-888-240-2560](tel:+18882402560) (Conference ID: 321 875 600).

If you have any questions regarding this IFB process, please contact the Child Nutrition Program Procurement Analyst, Samuel Arevalo, at (713) 826-2526. Bids must be delivered to and received prior to this deadline to the address noted above. There will be no exceptions. **Bids 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 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.

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## PART II- PROPOSAL CONTENT AND PROCESS

### 2.1 PURPOSE

Utilizing the Invitation for Bids (IFB) method of procurement, IDEA is requesting bids from companies/businesses (Respondents) for Purchase and Delivery of Refrigerated Trucks for multiple IDEA campuses.

### 2.2 NOTICE TO ALL VENDORS

IDEA Public Schools is interested:

- a. Vendor shall keep IDEA advised of any changes in order(s) status.
- b. Pricing shall remain open to acceptance and shall be irrevocable for a period of One Hundred and Twenty (120) Days after the Invitation for Bid closing date.
- c. All submittals are to be for Refrigerated Trucks as indicated in the bid item list located on **Attachment L** of this Invitation for Bids. Pricing should include freight/shipping costs and any other fees that apply as indicated by IDEA Child Nutrition Program.
- 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.**
- e. All pricing and any award under this IFB shall be available for all IDEA departments and divisions and any other entity purchasing through IDEA.

### 2.3 SCOPE OF SERVICES

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

Any explanation desired by a vendor regarding the meaning or interpretation of any portion of the contract documents must be emailed to [cnpprocurement@ideapublicschools.org](mailto:cnpprocurement@ideapublicschools.org) by **Thursday, February 10, 2022 at 5:00 PM CST.**, to allow for a reply to reach vendors before the submission of their bids. Oral explanations or instructions given before the award will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as an *Addendum*, if such information is necessary to vendors in submitting their 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

### REFRIGERATED TRUCKS FOR IDEA SCHOOLS GENERAL INFORMATION

- 1) The bid item list and specifications that follow are specific requirements. Any deviation or comparable product must be properly identified and be accepted by IDEA Public Schools through individual submittals of **Attachment “K”** included in this IFB packet, one for each deviation. Any deviation to specifications must be listed and clearly defined.
- 2) Scope of work including equipment specifications will be listed in **Attachment “L”**. For this reason, vendors are discouraged from describing any deviations simply as “equal” or “exceeds” the defined requirements. Instead, vendors are strongly encouraged to explain all deviations in the template provided. Failure to do so may result in the rejection of the bid and or product for non-compliance.
- 3) IDEA intends to obtain equipment for all locations listed in this IFB. The actual locations of bid items may vary according to the district’s needs and funding. Vendor will be responsible to delivery to the locations listed in **Attachment “M”**.
- 4) General Warranties are to include but will not be limited to;
  - a) Equipment warranty shall be compliant with the specifications identified below
  - b) Vendor is responsible for the equipment purchased from transport through delivery

## 2.4 IDEA PUBLIC SCHOOLS RESPONSIBILITY

- a. IDEA reserves the right to cancel service due to unacceptable prices variances. Advance notice/notification is expected (from awarded vendor) when a large market price (increase) occurs for an item. This will allow IDEA an opportunity to search and approve a substitute item of equal or greater quality.
- b. All pricing and any award under this IFB shall be available for all IDEA departments and divisions and any other entity purchasing through IDEA

## 2.5 PRE-BID MEETING (CONFERENCE CALL)

A pre-bid conference call will be held on **Tuesday, February 8, 2022 @ 10:00 AM CST** during which time any questions regarding the IFB will be answered. The conference call will be held via web on <https://bluejeans.com/321875600> or join via phone: [+1-888-240-2560](tel:+18882402560) (Conference ID: 321 875 600). Attendance is not mandatory.

## 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 that it meets

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the following requirements:

- a. Possess or is able to obtain adequate financial resources as required to perform under this IFB
- b. Respondent shall comply with the requirements proposed in this IFB
- 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 procurement policies and general terms as follows:

- 1) IDEA is utilizing the Invitation for Bid (IFB) 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 IFB will be awarded to the most responsive and responsible bidder(s).
- 4) Warranty and all other pertinent documentation shall be included for each vehicle.
- 5) All bids must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the deviations and exceptions form. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this IFB to be part of a contractual obligation may result in the Vendor's proposals being disqualified. In the absence of any deviation(s) identified and described in accordance with above, Vendor must fully comply with the Terms and Conditions, Proposal Specifications, and all other requirements associated with this bid solicitation. Every deviation from the bid items requested must have its own individual **Exception or Deviation template located in Attachment "K"**.
- 6) IDEA 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 IFB.
- 7) Deliveries under this Agreement shall be freight prepaid, Freight 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 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 of damage. Bid prices will include all freight and delivery charges.
- 8) Deliveries shall be made between 6:30 AM and 2:00 PM, at the designated IDEA campus, unless prior approval for after-hours delivery has been obtained from IDEA. Inspection will be done by IDEA staff at the moment of delivery of item(s). Key drop deliveries are not allowed without the full

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approval of IDEA and such request must be identified in the Deviations and Exceptions Form "Attachment K".

- 9) 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.
- 10) All prices in Vendor's proposal should remain firm for the Term of the Agreement. Any price changes shall be presented to IDEA, for acceptance or rejection by IDEA, 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 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).
- 11) If a material change occurs to a contract entered into between IDEA and Vendor, the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, IDEA may issue a new IFB 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 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.
- 12) The Vendor shall indemnify, defend, and hold harmless the IDEA 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 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 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 in such action or proceeding with counsel reasonably satisfactory to IDEA. 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 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 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.

- 13) Invoices shall be directed to IDEA and submitted to IDEA Headquarters Business Office ([payable@ideapublicschools.org](mailto:payable@ideapublicschools.org) & [cnppayable@ideapublicschools.org](mailto:cnppayable@ideapublicschools.org)) net 30 days after delivery and inspection has been approved. Vendor shall submit invoices within a timely manner during IDEA's fiscal year in which the good(s) and/or service(s) are purchased, and:

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- a) Submit invoice(s), in duplicate, on each purchase order at the time or shortly after each delivery.
  - b) Invoices shall indicate the purchase order number.
  - c) All invoice(s) 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 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 shall furnish exemption certificate, if required.
  - p) Each invoice should be verified by IDEA for accuracy.
  - q) If a credit is due, the next/subsequent invoice must show the credit owed and applied.
  - r) If IDEA denies or rejects a product deemed unacceptable, the IDEA-HQ staff will make a notation directly on the invoice, initial and date it, along with the initials of the delivery driver
- 14) Vendor is required to provide IDEA 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 prior to the commencement of any work under this Agreement. All policies of insurance shall waive all rights of subrogation against IDEA, its officers, employees, and agents. The insurance company ensuring the vendor shall be licensed in the State of Texas and shall be acceptable to IDEA. Vendor shall give IDEA a minimum of ten (10) days - notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. IDEA reserves the right to require additional insurance should IDEA deem additional insurance necessary, in IDEA'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

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- c) Automotive Liability:
  - i) \$250,000 Each Person
- d) Bodily Injury:
  - i) \$500,000 Each Accident
- e) Property Damage:
  - i) \$250,000

15) **BUY AMERICAN PROVISION:** IDEA requires for domestic end products and supplies for use in the United States when spending federal funds. IDEA, 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 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 may decide not to purchase from Vendor. IDEA may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement. **Any exception to the Buy American Provision must be explicitly stated on the deviations of this proposal and include the country of origin, and percent (%) of U.S. content for each item.** Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by IDEA upon request. To be considered for an alternative or exception, the request must be submitting in writing to a designated official of IDEA in advance of delivery; IDEA 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.

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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) 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'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 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'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. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order.
- 17) IDEA reserves the right to accept or reject any or all bids received or to cancel or extend in part or its entirety, this Invitation of Bids, or make multiple or partial awards.
- 18) Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this IFB
- 19) When submitting bids, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this IFB.
- 20) Bids may be withdrawn only by delivery of a written request to IDEA Public Schools – Child Nutrition Program Director of Finance and Procurement prior to the specified deadline time/date stated in the IFB. The authorized signatory must sign such requests.
- 21) Bids received will become a part of the IDEA official files without further obligation to the respondents.
- 22) The contents of a successful Bid may become a contractual obligation if selected for funding. Failure of the Respondent to accept these obligations can result in cancellation of an award or purchase agreement. IDEA reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this IFB or if adequate funding is not received.
- 23) A response does not commit IDEA 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.

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- 24) IDEA reserves the right to contact any individual, agency, or employers listed in the IFB, to contact others who may have experience and/or knowledge of the respondent's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.
- 25) Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of IDEA, or to any consultant, employee, or member of IDEA for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.
- 26) This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by either party in whole or in part in the event of the other party's substantial failure to fulfill its obligations under this agreement through no fault of the terminating party. The defaulting party must provide written notification of the default and intent to terminate within a minimum of ten (10) business days. At IDEA's option, and in addition to any other remedies it may have available, IDEA 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 also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if IDEA believes, in its sole discretion that it is in the best interest of IDEA to do so. Vendor agrees that IDEA shall not be liable for damages in the event that IDEA 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 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, all terms of this Contract shall continue to apply to the Supplemental Contract.

- 27) In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor,

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IDEA 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. IDEA may exercise any or all the following rights:

- a)IDEA may take possession of the assigned premises and any fees accrued or becoming due to date
  - b)IDEA 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 reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of IDEA.
  - d)In such event, the IDEA may charge the successful bidder the difference for any additional cost of such bid item.
- 28) No employee, officer or member of IDEA shall participate in the selection, development of a response to this IFB, award or administration of a contract supported by the IFB if a conflict of interest, real or apparent, would be involved.
- 29) 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.
- 30) 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.
- 31) Prior to award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IDEA policy regarding free and open competition and conflicts of interest.
- 32) 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 Procurement Manager  
2115 W. Pike Blvd  
Weslaco, TX 78596  
(956) 377-8000

Bidder's Initials: \_\_\_\_\_

## 2.9 RESPONSIVE/RESPONSIBLE RESPONDENTS

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

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

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

## 2.10 HOW TO SUBMIT A BID?

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

Janet Fuentes, CNP Procurement Manager  
Christopher Ruiz, CNP Director of Finance and Procurement  
Samuel Arevalo, CNP Procurement Analyst  
IDEA Public Schools 2115 W.  
Pike Blvd Weslaco, TX 78596  
(956) 377-8000

**Attn: IFB # 05-IFB-CNP-2122**

Bidder's Initials: \_\_\_\_\_



## **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 IFB.

See coversheet below:

### **Child Nutrition Program**

A Bid Submitted in Response to

**IDEA Public Schools**

**Invitation for Bid # 05-IFB-CNP-2122**

**Submitted by:**

---

**(Full Legal Name of Respondent)**

**On:**

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**(Date of Proposal Submission)**

Bidder's Initials: \_\_\_\_\_

### 3.2 IFB RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.

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

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

### 3.3 RESPONDENT IDENTIFICATION

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

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

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

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

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

\_\_\_\_\_

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

### 3.4 ADDITIONAL REQUIREMENTS

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

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

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

Bidder's Initials: \_\_\_\_\_

### 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 – Approved Equals form
12. Attachment L – Specifications – Cost submittal
13. Attachment M – Delivery Locations
14. Attachment N - Contracts Paid with Federal Funds
15. Attachment O – IDEA Vendor Packet

Bidder's Initials: \_\_\_\_\_

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**ATTACHMENT "A"**  
**CERTIFICATION OF RESPONDENT**

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

**Signature of Authorized Agent:**

\_\_\_\_\_

Printed Name and Title of Agent:

\_\_\_\_\_

Name of Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

FAX Number:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Email Address (if applicable):

\_\_\_\_\_

Web Site Address (if applicable):

\_\_\_\_\_

Bidder's Initials: \_\_\_\_\_

**ATTACHMENT "B"**

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**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.

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Name of Organization/Firm

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Signature of Authorized Representative

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Date

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Print Name and Title of Authorized Representative

Bidder's Initials: \_\_\_\_\_

**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

Bidder's Initials: \_\_\_\_\_

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

Bidder's Initials: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

Bidder's Initials: \_\_\_\_\_



**ATTACHMENT "E"**

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**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

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Signature of Authorized Representative

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Date

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Print Name and Title of Authorized Representative

Bidder's Initials: \_\_\_\_\_

**ATTACHMENT "F"**

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**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

Bidder's Initials: \_\_\_\_\_

**ATTACHMENT “G”****EQUAL OPPORTUNITY AND NONDISCRIMINATION**

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

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

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

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.

Bidder’s Initials: \_\_\_\_\_

#05-IFB-CNP-2122

- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

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

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

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Name of Organization/Firm

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Signature of Authorized Representative

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Date

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Print Name and Title of Authorized Representative

Bidder's Initials: \_\_\_\_\_

**ATTACHMENT "H"**


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**BIDDER CERTIFICATIONS FORM**  
 (Return signed form with your submittal)
 

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**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: \_\_\_\_\_

Bidder's Initials: \_\_\_\_\_

**ATTACHMENT "I"**

---

**CERTIFICATION REGARDING LOBBYING****PROCUREMENT**

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

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

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

Organization Name:

PR/Award Number or Project Name:

Name of Authorized Representative:

Title:

Signature:

Date:

Bidder's Initials: \_\_\_\_\_

**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: \_\_\_\_\_

Bidder’s Initials: \_\_\_\_\_

## ATTACHMENT "K"

**Approved Equals Form**Change Form / Request for Approved Equals**Attachment "K"**Company Requesting Name:Date:Contact Name:Phone:Address:Email:Bid Item #Change Requested:Comments/Reason forChange:**IDEA Public Schools - CNP Use Only:**Reviewed by:Title:Date:Number ofRequest:Action Taken:ApprovedDeniedComment:Note: A separate form must be submitted for each request for an approved equal.Proposers are required to submit technical information for each item before the bid due  
date and time for review.Any request received without the necessary technical formation will be returned.

Bidder's Initials: \_\_\_\_\_



## ATTACHMENT “L” – Specifications – Cost Submittal

### Large Truck Specifications:

#### Power unit

- 6.4 gas V8 engine
- Horsepower rating 410hp
- Torque rating 429lbs.-ft.
- 2 Door regular cab
- Dual rear wheel
- Required Features: Cruise Control, Power Steering, Power Windows, Power Mirrors, Power Locks, Tilt Steering Wheel, Rear-view Camera, Bluetooth

#### Cargo Box

- 17' Poly Van FK 3 80" x 90" IDH X IDW
- 10 Gauge Stainless Steel Rear Frame
- Aluminum Diamond Overlay
- Whiting Insulated Roll up
- 9000Lbs payload (8 pallets)
- Thermo King V 523 max 20 230/1/160 electric standby (or comparable)
- Stainless Steel Rear Frame
- Full Width ICC with Intermediate Steps
- Rubber Dock Bumpers
- Curb side Door with Stirrup strap and grab handle

### Small Truck Specifications:

#### Power unit

- Horsepower: 200 - 300
- Max Horsepower: 280
- Max Torque: 260
- Fuel Type: Gasoline
- Rear Axles: SRW
- Wheelbase: 159
- Brake Type: Hydraulic
- Engine Size: 3.6 L
- Fuel Tank Size: 24
- Required Features: Cruise Control, Power Steering, Power Windows, Power Mirrors, Power Locks, Tilt Steering Wheel, Rear-view Camera, Bluetooth

#### Cargo Box

- Upfitted with an 13' insulated lightweight aluminum body
- Box interior dimensions 74in. high by 84in. wide
- Capable of holding 4 US pallets or up to 3000 lbs. of payload
- Roll-up insulated rear doors and gear grab handles
- Full width ICC step bumper
- Box interior dimensions 74in. high by 84in. wide

### Standard Features:

- Recessed Light Kit, Safety-trip Bar, Aluminum Sliders, Power Cable with Full-Length Ground, Circuit Breaker, Low-Profile Control, Above-bed Travel, Rubber Platform Bumpers

Bidder's Initials: \_\_\_\_\_

**ATTACHMENT "M" Delivery Locations & Pricing**

REGION	LOCATIONS	ADDRESS	LARGE TRUCK
HOUSTON	IDEA SPEARS	2010 Spears Rd, Houston, TX 77067	1
AUSTIN	IDEA Parmer Park	1438 E Yager Ln, Austin, TX 78753	1
TARRANT COUNTY	IDEA ACHEIVE	1900 Thomas Rd, Haltom City, TX 76117	1
EL PASO	IDEA Edgemere	15101 Edgemere Blvd. El Paso, TX 79938	1

Large Truck Unit Price:	\$ _____
Total Bid Price: 4 Large Trucks Delivery/Shipping	\$ _____
Small Truck Unit Price: (for pricing purposes only)	\$ _____
Estimated Time of Arrival:	_____
<b>Delivery shall be included in unit price of each vehicle.</b>	

Bidder's Initials: \_\_\_\_\_

**ATTACHMENT "N"**

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**Terms and Conditions for Contracts Paid with Federal Funds**

**Instruction to bidder:** With respect to the use of federal funds for the procurement of goods and services, pursuant to § 200.326 of Title 2 to the Code of Federal Regulations ("2 CFR") and Appendix II to 2 CFR 200, the following contract provisions are hereby made a part of this IFB and the resulting contract between IDEA Public Schools ("School") and Bidder. A duly authorized representative must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

- A. **Remedies for Contract Breach or Violations.** Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the School, including the manner by which it will be affected and the basis for settlement.
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. **Davis-Bacon Act.** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by School 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 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. School 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. School 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 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

Bidder's Initials: \_\_\_\_\_

**#05-IFB-CNP-2122**

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 School must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by School 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 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.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor 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).

H. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

I. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or

Bidder's Initials: \_\_\_\_\_

**#05-IFB-CNP-2122**

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

J. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

K. Procurement of Recovered Materials. School and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I, the undersigned agent for the company named below, represent that the company agrees to the contract provisions set forth on this form.

Company Name:

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

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

Bidder's Initials: \_\_\_\_\_

**ATTACHMENT “O” – Vendor Package**

---

Bidder's Initials: \_\_\_\_\_



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

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

Here are a few things to keep in mind:

- Does your business accept purchase orders?
- Do not perform services or fulfill any orders without an approved purchase order in place.
- IDEA Public Schools is not responsible for materials, supplies or equipment delivered without an approved purchase order.
- IDEA Public Schools has a 30-day net payment policy.
- IDEA Public Schools does not pre-pay vendor for goods or services.
- Do not over ship or substitute items from the original purchase order unless pre-approved by the Purchasing or Accounts Payable Manager or the Director of Procurement.
- Invoices must be rendered on the date of completed shipment of all materials/items on the purchase order. Separate billing for partial shipments is not allowed unless other arrangements have been done with Accounts Payable Manager or Director of Procurement.
- IDEA Public Schools will verify if your business has been debarred or suspended on [www.sam.gov](http://www.sam.gov)
- IDEA Public Schools will verify information on your W9 with the IRS website for TIN matching.
- All invoices should be sent to [payable@ideapublicschools.org](mailto:payable@ideapublicschools.org) for processing.

For questions, please contact:

Jennifer Ornelas, Finance Procurement Analyst  
P.956-373-3819 | [jennifer.ornelas@ideapublicschools.org](mailto:jennifer.ornelas@ideapublicschools.org)



# IDEA Public Schools

## VENDOR MAINTENANCE FILE

Vendor no. assigned

☐  
☐

New Vendor

(check one)

Revision to Vendor File

Name: \_\_\_\_\_

Attention: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Remit to Address (if different)

Contact: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Alt. Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### Vendor's Identification Number

☐

Individual's Social Security Number

\_\_\_\_\_ i.e. (123-45-6789)

☐

Business / Company's Employer I.D. #

\_\_\_\_\_ i.e. (74-1234567)

CO-OP Member: ☐ YES / ☐ NO (check one)

If YES, which one \_\_\_\_\_

CO-OP Contract # \_\_\_\_\_ Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

### We pay this vendor for the following (Check as many as applicable)

Purchase Goods (Explain Products) \_\_\_\_\_

☐

Rent Products, equipment, etc.

☐

Medical Payments

☐

Personal Services (repairs, consultants, other services, etc.)

☐

Employee Reimbursements

☐

Travel Related (mileage, meals, hotels, taxi, airfare, conference fees, etc)

Form 1099: Box 1

Form 1099: Box 6

Form 1099: Box 7

Requested by: \_\_\_\_\_

Signature

Date

### Business Office Use Only

Signature

Date

1099 Vendor: YES / NO (Circle One)

Posted by

IF YES: 1099 BOX NO.

**\*TYPE OR PRINT\***

Vendors will not be added on system without an email or phone number provided.  
All sections of this form must be filled out in order to process.

Submit forms to IDEA Purchasing Department:

Jennifer Ornelas, Finance Procurement Analyst

[jennifer.ornelas@ideapublicschools.org](mailto:jennifer.ornelas@ideapublicschools.org)





## ACH Vendor Payment Enrollment Form

(Only for use with banks within the United States)

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

### Section 1: Payee / Company Information

Vendor Name: \_\_\_\_\_

Social Security Number or Employer Identification Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email: \_\_\_\_\_

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

### Section 2: Account Information (For Accuracy Provide Voided Check)

☐

Personal Account

☐

Business Account

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_ (must be 9 digits)

Vendor Bank Account Number: \_\_\_\_\_ Checking ☐ Savings ☐

### Section 3: Authorization

Authorized Signature

Print Name

Title

Date

### Section 4: Submit Information to

IDEA Public Schools Headquarters  
2115 W. Pike Blvd  
Weslaco, TX 78596  
Phone: 956-377-8000  
Fax: 956-447-3796

OR

Email:

Jennifer Ornelas, Finance Procurement Analyst  
[jennifer.ornelas@ideapublicschools.org](mailto:jennifer.ornelas@ideapublicschools.org)

# Request for Taxpayer Identification Number and Certification

<sup>a</sup> Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	Exempt payee code (if any) _____
<input type="checkbox"/> C Corporation	Exemption from FATCA reporting code (if any) _____
<input type="checkbox"/> S Corporation	(Applies to accounts maintained outside the U.S.)
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Trust/estate	
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <sup>a</sup> _____	
<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) <sup>a</sup>	
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <sup>a</sup>	Date <sup>a</sup>
-----------	---------------------------------------	-------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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

## CONFLICT OF INTEREST

Before IDEA Public Schools can set you or your business up as one of our approved vendors, we require a Conflict of Interest form to be completed. Fill out the attached form and return it as part of your completed vendor packet. This form is required in order to comply with Chapter 176 of the Texas local government code.

- If not related to an IDEA Public Schools employee, Officer (Board Member) or are related to a family member of the Officer – Write your name or business name and N/A in box 1.
- If related to an IDEA Public Schools employee Officer (Board Member) or are related to a family member of the Officer – Fill out the form entirely. List the name of the IDEA Public Schools employee you are related to in box 3 and your relationship to that person in Section D.
- Be sure to sign and date the form.

If you have any questions, please contact:

Jennifer Ornelas, Finance Procurement Analyst  
P.956-373-3819 | [jennifer.ornelas@ideapublicschools.org](mailto:jennifer.ornelas@ideapublicschools.org)

# 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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



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

## **SB9 FORMS**

Before IDEA Public Schools can set you or your business up as one of our approved vendors, we require an SB9 form to be completed if you will have a direct contact with students. Fill out the attached form and return it as part of your completed vendor packet.

If you have any questions, please contact:

Jennifer Ornelas, Finance Procurement Analyst  
P.956-373-3819 | [jennifer.ornelas@ideapublicschools.org](mailto:jennifer.ornelas@ideapublicschools.org)

**Model SB9 Contractor Certification  
Independent Contractor**

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

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

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

---

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

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

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

---

Signature

---

Date

## **Criminal History Review of Contractor 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. IDEA Public Schools (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.

All contractors must work with the School to comply with the requirements of Texas Education Code § 22.0834 prior to beginning services to the School.



## CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

**Please complete the information below:**

[illegible]

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

$$Or$$

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

1. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the School in writing within three business days.
2. Upon request, Contractor 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.
3. If the School objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to the School.
4. 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 Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.

Signature of Contractor Official

Date \_\_\_\_\_



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

## Debarment and Suspension

Federal Executive Order (E.O.) 12549 “Debarment” requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Vendor Name:

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Vendor Address:

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City, State, Zip:

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Vendor Phone:

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Printed-Authorized Company Official’s Name:

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Printed Title of Authorized Representative:

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Signature of Authorized Company Official:

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Date Signed:

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## IDEA Public Schools Edgar Certifications and Representations (Education Department General Administrative Guidelines)

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

1. *Remedies for Contract Breach or Violations.* Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
2. *Termination for Cause and Convenience.* All contracts in excess of \$10,000 must address termination for cause and for convenience by THE SCHOOL including the manner by which it will be affected and the basis for settlement.
3. *Equal Employment Opportunity.* Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. *Davis-Bacon Act.* When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the school and the charter districts 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 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 school and the charter districts 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 school and the charter districts 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 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 school and the charter districts must report all suspected or reported violations to the Federal awarding agency.

5. *Contract Work Hours and Safety Standards Act.* Where applicable, all contracts awarded by the school and the charter districts 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 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.
6. *Rights to Inventions Made Under a Contract or Agreement.* If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.



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7. *Clean Air Act and the Federal Water Pollution Control Act.* Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor 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).
8. *Energy Efficiency Standards and Policies.* Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. *Debarment and Suspension.* A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. *Byrd Anti-Lobbying.* Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
11. *Procurement of Recovered Materials.* The school, the charter districts and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds



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\$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name/Company Name:

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Address, City, State, and Zip Code:

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Phone Number:

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Email Address:

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Printed Name and Title of Authorized Representative:

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Signature of Authorized Representative:

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Date: 

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# **END OF IDEA PUBLIC SCHOOLS IFB**

**PACKAGE FOR CHILD NUTRITION PROGRAM DEPARTMENT**

Bidder's Initials: \_\_\_\_\_