



**IDEA Public Schools
Request for Proposal
For
Special Diet Consultant
01-RFP-CNP-2223**

Bidder's Initials: _____

Calendar of Events

Advertisements: **September 4 & 11, 2022**

Open Solicitation: **Monday, September 5, 2022**

Pre-Proposal meeting: **Tuesday, September 13, 2022 @ 10:00 AM – 11:00 AM CST**

Deadline for questions from Vendors: **Wednesday, September 14, 2022 by 5:00 PM CST**

Deadline for responses to questions: **Friday, September 16, 2022 by 3:00 PM CST**

Due Date for Submittals: **Wednesday, September 28, 2022 @ 11:00 AM CST**

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PART I - GENERAL INFORMATION

1.1 BACKGROUND

IDEA Public Schools is a growing network of tuition-free K-12 public charter schools serving more than 76,000 students in 73 schools throughout Texas, Louisiana, Florida, and Ohio in the 2022-2023 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 2022-23 school year, IDEA will serve 77,000 students. IDEA will operate 194 schools by 2023.

1.2 FUNDING

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

1.3 SERVICES SOLICITED

IDEA Public Schools is soliciting a Request for Proposals for Special Diet Consultant.

- a. Each vendor shall furnish the information required by the Contract Documents. The vendor shall sign the *proposal*, *all addenda*, and the *bid sheet*. The person signing the proposal must initial at the bottom of every page, erasures, and/or other changes. Proposals signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been previously furnished to IDEA Public Schools.
- b. IDEA Public Schools does not pay Federal Excise Taxes. Tax exemption certificates will be provided upon request.
- c. Proposals submitted on forms other than the IDEA Public Schools forms or with different terms or provisions may be considered as **non-responsive** proposals.
- d. All proposals shall remain firm for a term of 120 days after RFP solicitation period is closed.
- e. 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.
- f. "Reservations". IDEA Public Schools expressly reserves the right to:

Waive minor deviations from the specifications when it is determined that the total cost to the IDEA Public Schools of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming proposal.

Waive any defect, irregularity, or informality in any proposal procedure.

Reject any or all proposals.

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Amend a proposal prior to proposal opening date to extend or make changes to specification.

Procure any services by other means.

Increase or decrease the quality of services specified in the proposal unless the offeror specifies otherwise.

1.4 TIME-FRAME

An RFP packet will be available at **8:00 AM CST on Monday, September 05, 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 RFP from the website. **The deadline for submitting bids for this RFP is Wednesday, September 28, 2022, at 11:00 AM CST.**

The conference call will be held via web on <https://bluejeans.com/792704776> or join via phone: [+1-408-419-1715](tel:+14084191715) (Conference ID: 792 704 776).

If you have any questions regarding this RFP process, please contact the Child Nutrition Program Procurement Analyst, Damaris Morales, at (956) 314-8665. 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 Public Schools and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. Invoices should be submitted to IDEA Public Schools ATTN: Child Nutrition Program Accounts Payable via email at cnppayable@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 Request for Proposals (RFP) method of procurement, IDEA Public Schools is requesting proposals from Respondents for a Special Diet Consultant.

2.2 NOTICE TO ALL VENDORS

IDEA Public Schools is interested:

- a. Vendor shall keep IDEA Public Schools (IDEA) advised of any changes in order(s) status.
- b. Pricing shall remain open to acceptance and shall be irrevocable for a period of One Hundred and Twenty (120) Days after the Request for Proposal closing date.
1. Questions regarding this proposal must be in writing and emailed to CNP Procurement Staff at damaris.morales@ideapublicschools.org by **Friday, September 14, 2022 @ 5:00 PM CST.**
- c. 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.**
- d. All pricing and any award under this RFP shall be available for all IDEA departments and divisions and any other entity purchasing through IDEA.

2.3a SCOPE OF SERVICES

- Special Diets consultant will dedicate 20 hours per week from April 1st - June 30th. Additional hours available with prior approval.
- The Special Diets consultant will dedicate 40 hours per week between July 1st - Sept 30th. Additional hours available with prior approval.
- The Special Diets consultant will dedicate 10 to 15 hours per week between October 1st and March 30th. Additional hours available with prior approval.
- Create Special Diet menus for the top 8 allergens that align with the menu as well as individualized student menus based on approved special diet request forms (SDRs).
- Ensure Special Diet menus are accurate and compliant with SBP, NSLP and CACFP guidelines.
- Produce monthly carbohydrate counts and ensure accuracy for campus Health Aide usage
- Assist in the processing of 800-1000 special diet requests.
- Monitor and update Special Diet tracking tools to ensure all requests are processed within designated time frames.
- Communicate with physicians, campus health aides and parents, as needed.
- Provide ongoing support to Cafeteria Manager/Cafeteria Assistant Managers for Special Diet questions.

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- Develop and provide professional development training for campus-based staff on topics including Special Diets processes and preparation of Special Diet meals.
- Assist in the procurement of Special Diet items with IDEA CNP Procurement, as needed.

The Special Diets Consultant will have the following qualifications:

Education: Bachelor's degree in dietetics, nutrition science, or similar required.

Certifications: Registered Dietitian Nutritionist

Experience:

- 1-2 years of experience menu planning
- 1-2 years of experience in school nutrition or equivalent
- 1-2 years of experience working for a school district, preferred
- Familiar with school nutrition programs (NSLP, SBP, CACFP, SSO) and their requirements
- Knowledge of medical nutrition therapy and how it relates to food allergies, sensitivities, and intolerances
- Experience with PrimeroEdge menu planning software, preferred

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

Oral explanations or instructions given before the award will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as an *Addendum*, if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed vendor.

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

2.3b DESIRED SERVICES

SPECIAL DIET CONSULTANT FOR IDEA SCHOOLS

The Assistant Director of Nutrition is requesting a Special Diet Consultant to aid in the reviewing and processing of Special Diet requests submitted for all campuses in the state of Texas. In addition, the Special Diets Consultant will assist in the creation and presenting of all Special Diet training and associated materials for all necessary staff. The consultant will also aid in the creation and distribution of Special Diet menus for the top 8 allergens along with individual menus for all students with an SDR on file and procuring any Special Diet products required for accommodation.

Term of the contract resulting from RFP shall be **one (1) year term upon Board of Directors approval with options to renew for two (2) additional one-year terms.**

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2.4 IDEA PUBLIC SCHOOLS RESPONSIBILITY

- a. IDEA reserves the right to cancel service due to unacceptable prices variances from the price agreed upon through this RFP. Advance notice/notification is expected (from awarded vendor) when a large market price (increase) occurs for an item. This will allow IDEA an opportunity to search and approve a substitute item of equal or greater quality.
- b. All pricing and any award under this RFP shall 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, September 13, 2022 @ 10:00 AM – 11:00 PM CST** during which time any questions regarding the RFP will be answered. The conference call will be held via web on <https://bluejeans.com/792704776> or join via phone: [+1-408-419-1715](tel:+14084191715) (Conference ID: 792 704 776). 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 and are recognized by the Texas Comptroller of Public Accounts as having an “Active” right to transact business in Texas are invited to respond. A prospective respondent must affirmatively demonstrate respondent’s responsibility. A prospective respondent, by submitting a bid, represents to IDEA Public Schools that it meets the following requirements:

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

2.7 PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of services under this RFP shall be in accordance with the IDEA Public Schools Purchasing Policy and the general terms and conditions set forth in this section, which shall form a part of the contract documents and purchase order for goods and/or services included in this RFP:

- 1) IDEA-CNP is utilizing the Request for Proposal (RFP) method of procurement in accordance with the Code of Federal Regulations, 2 CFR Part 200.320 (d) Methods of Procurement, Purchasing by Competitive Proposals for Special Diet Consultant.
- 2) This RFP will be awarded to the most responsible offeror whose proposal is most advantageous to IDEA, with price and other factors considered.

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- 3) All proposals must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the deviations and exceptions form. See attachment "K". Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposals being disqualified. In the absence of any deviation(s) identified and described in accordance with above, Vendor must fully comply with the Terms and Conditions, Proposal Specifications, and all other requirements associated with this bid solicitation.
- 4) IDEA-CNP assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a bid or any amendments or addenda, participating in pre-bid conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a Contract/Agreement pursuant to this RFP.
- 5) All prices in Vendor's proposal should remain firm for the Term of the Agreement. Any price changes shall be presented to IDEA-CNP, for acceptance or rejection by IDEA-CNP, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by IDEA-CNP prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms, and conditions, and/or manufacturers/distributors' impact (if any).
- 6) Invoices shall be directed to IDEA-CNP and submitted to IDEA Headquarters Business Office (payable@ideapublicschools.org & cnpaccountspayable@ideapublicschools.org) net 30 days after services have been rendered. Vendor shall submit invoices within a timely manner during IDEA-CNP fiscal year in which the good(s) and/or service(s) are purchased, and:
 - 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

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- 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.
- 7) 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-CNP, 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-CNP. Vendor shall give IDEA-CNP a minimum of ten (10) days - notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. IDEA-CNP reserves the right to require additional insurance should IDEA-CNP deem additional insurance necessary, in IDEA-CNP's sole discretion. Proof of insurance coverage must be submitted with the proposal. Minimum insurance requirements for any activities conducted on school property:
- a) Workman's Compensation/Employer's Liability:
 - Statutory Limits
 - i) \$500,000 Each Accident
 - ii) \$500,000 Policy Limit
 - iii) \$500,000 Each Employee
 - b) General Liability, Bodily Injury & Property Damage:
 - i) \$500,000 Combined Single Limits
 - ii) \$1,000,000 Aggregate
 - c) Automotive Liability:
 - i) \$250,000 Each Person
 - d) Bodily Injury:
 - i) \$500,000 Each Accident
 - e) Property Damage:
 - i) \$250,000
- 8) **BUY AMERICAN PROVISION (if applicable):** IDEA-CNP requires for domestic end products and supplies for use in the United States when spending federal funds. IDEA-CNP, participating in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program for Children, Summer Food Service Program and/or Child and Adult Care Food Programs, is required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent practicable, to buy domestic commodities and products. A "domestic commodity or product" is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities produced in the United States. "Substantially" means over 51 percent (51%) of the final processed product must consist of agricultural commodities that were grown domestically. For foods that are unprocessed, agricultural commodities must be domestic and for foods that are processed, they must be processed domestically using agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the United States. The product label must designate the United States, or its territories, as the country of origin. IDEA-CNP requires Vendor to certify compliance with the Buy American

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provision, as defined in 7 CFR § 210.21(d).

9) Vendors shall provide certification of the domestic content in the parts, components, and other elements contained in the product, including specific information about the percentage of U.S. content from the supplier (i.e., manufacturer or distributor). In the event

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

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

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

10) All goods and/or services provided by the Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of IDEA-CNP's acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/manufacturer'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/manufacturer. IDEA-CNP will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair IDEA-CNP's rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by IDEA-CNP. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order.

11) IDEA Public Schools reserves the right to accept or reject any or all bids received or to cancel or extend

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in part or its entirety, this Invitation of Bids, or make multiple or partial awards.

- 12) Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this RFP.
- 13) When submitting proposals, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this RFP.
- 14) Proposals 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 RFP. The authorized signatory must sign such requests.
- 15) Proposals received will become a part of the IDEA Public Schools’ official files without further obligation to the respondents.
- 16) The contents of a successful Proposal may become a contractual obligation if selected for funding. Failure of the Respondent to accept these obligations can result in cancellation of an award or purchase agreement. IDEA Public Schools reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent’s ability to meet the terms and conditions of this RFP or if adequate funding is not received.
- 17) A response does not commit IDEA Public Schools to award a purchase agreement or a contract. IDEA does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IDEA Public Schools.
- 18) IDEA Public Schools reserves the right to contact any individual, agency, or employers listed in the RFP, to contact others who may have experience and/or knowledge of the respondent’s goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.
- 19) Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of IDEA Public Schools, or to any consultant, employee, or member of IDEA Public Schools for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.
- 20) This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by either party in whole or in part in the event of the other party’s substantial failure to fulfill its obligations under this agreement through no fault of the terminating party. The defaulting party must provide written notification of the default and intent to terminate within a minimum of ten (10) business days. At IDEA-CNP’s option, and in addition to any other remedies it may have available, IDEA-CNP reserves the right to terminate the Agreement if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitutes grounds for termination:
 - 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;

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

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

- 21) In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, IDEA-CNP reserves the right to enforce the performance of the Agreement and/or procurement solicitation in any manner prescribed by law or deemed to be in the best interest of IDEA-CNP. IDEA-CNP may exercise any or all the following rights:
- a)IDEA-CNP may take possession of the assigned premises and any fees accrued or becoming due to date
 - b)IDEA-CNP may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
 - c)IDEA-CNP reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of IDEA-CNP.
 - d)In such event, the IDEA-CNP may charge the successful bidder the difference for any additional cost of such bid item.
- 22) 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.
- 23) No employee, officer or member of IDEA Public Schools shall participate in the selection, development of a response to this RFP, award or administration of a contract supported by the RFP if a conflict of interest, real or apparent, would be involved.

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- 24) **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with members of IDEA's Board of Directors or other officials from the date this solicitation is released until the award of a contract by IDEA's Board of Directors.
- 25) **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by IDEA, payment terms shall be Net thirty (30) days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
- 26) **INDEPENDENT CONTRACTOR RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Contractor or between IDEA and the Contractor's employees. IDEA shall not be subject to any obligation or liabilities of the Contractor or the Contractor's employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for IDEA employees, nor be covered by IDEA's Workers' Compensation Program.
- 27) **LIMITATIONS AND NO WAIVER OF GOVERNMENTAL IMMUNITY:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TYPES OF CONTRACTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. THE CONTRACTOR FURTHER ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS RFQ AND/OR IN ANY RESULTING CONTRACT WITH IDEA SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY, OR SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

Bidder's Initials: _____

- 28) INDEMNIFICATION: THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA PUBLIC SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE INDEFINITELY AND CANNOT BE WAIVED OR VARIED.
- 29) GRATUITIES: IDEA may, by written notice to the Contractor, cancel any agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of IDEA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 30) ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of IDEA. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 31) WAIVER: No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 32) MODIFICATIONS: The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
- 33) INTERPRETATION OF EVIDENCE: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

Bidder's Initials: _____

- 34) **APPLICABLE LAW:** This contract shall be governed by the policies of IDEA's Board of Directors, laws of the State of Texas, and the Uniform Commercial Code, without regard to the conflict of interest principles of the State of Texas. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. IDEA Board Policies can be accessed at <https://ideapublicschools.org/our-story/national-board-of-directors/> (lower right hand side).
- 35) **ADVERTISING:** The Contractor shall not advertise or publish, without IDEA's prior consent, the fact that IDEA has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
- 36) **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Hidalgo, Texas.
- 37) **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by IDEA's Board of Directors or otherwise not made available to IDEA.
- 38) **TERMINATION:** IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of IDEA, for convenience.
- 39) **INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT:** Pursuant to Texas Family Code § 231.006(d), regarding child support, the Contractor certifies that the Contractor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and IDEA may be terminated and payment may be withheld if this certification is inaccurate.
- 40) **SIGNATURE AUTHORITY:** By submitting the Response, the Contractor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission on this Response.
- 41) **DEBARMENT AND SUSPENSION:** Neither the Contractor nor any of its officers, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689-Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
- 42) 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.

Bidder's Initials: _____

- 43) Prior to award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IDEA Public Schools policy regarding free and open competition and conflicts of interest.
- 44) The IDEA 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

2.9 RESPONSIVE/RESPONSIBLE RESPONDENTS

IDEA Public Schools 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 RFP Packet.
4. The bids must be submitted in the format described in the RFP 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.

2.10 EVALUATION

IDEA Public Schools intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. IDEA Public Schools will first review the proposals to assess Proposer's responsiveness and compliance with the administrative requirements of the RFP. IDEA Public Schools will also determine whether the Proposer is one with whom the Authority can or should do business. All

Bidder's Initials: _____

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

Criterion	Max Points Allowed
1. Rates/Price	30
2. Service Quality/ Previous Experience	25
3. Business Qualification/ Ability to Perform/References	25
4. Completeness and thoroughness of response	20
Total	100

Price: Special Diet Consultant \$ _____ per hour
\$ _____ per overtime rate

In the event that parties involved consent to contract time extensions beyond original contract terms, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by current awarded respondent.

2.11 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 RFP #)**. Bid packages must be delivered to and received prior to the deadline.

Janet Fuentes, CNP Assistant Director of Procurement

Christopher Ruiz, CNP Director of Finance and Procurement

Damaris Morales, CNP Procurement Analyst

IDEA Public Schools

2115 W. Pike Blvd

Weslaco, TX 78596

(956) 377-8000

Attn: RFP # 01-RFP-CNP-2223

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 RFP.

See coversheet below:

Child Nutrition Program

A Bid Submitted in Response to

IDEA Public Schools

Request for Proposal # 01-RFP-CNP-2223

Submitted by:

(Full Legal Name of Respondent)

On:

(Date of Proposal Submission)

Bidder's Initials: _____

3.2 RFP RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.

- Title Page
- Table of Contents
- Business Identification
- Additional Requirements
- Compliance with Specifications
- Detailed Resumes of Past Experience
- Cost

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: _____

Bidder's Initials: _____

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 – Felony Conviction Disclosure Statement/ Criminal History Review of Respondent Employees
9. Attachment I- Certification Regarding Lobbying
10. Attachment J- Certification Regarding Debarment or Suspension
11. Attachment K – Deviations and Exceptions From
12. Attachment L – Terms and Conditions for Contracts Paid with Federal Funds
13. Attachment M - IDEA Vendor Packet
14. Attachment N - Cost

Bidder's Initials: _____

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"

CERTIFICATION REGARDING CLEAN AIR AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

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.

Bidder's Initials: _____

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- The contractor or subcontractor shall insert in any subcontracts the clauses set forth in previous paragraphs of this section and also a clause requiring the subcontractors to include

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

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"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Bidder's Initials: _____

ATTACHMENT "F"

CERTIFICATION REGARDING CONFLICT OF INTEREST

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

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). based on race, color, handicap, religion, sex, national origin, or age(40-70).

Bidder's Initials: _____

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

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

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Bidder's Initials: _____

ATTACHMENT "H"

BIDDER CERTIFICATIONS FORM
 (Return signed form with your submittal)

1. Felony Conviction Notification

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

Initial where applicable.

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

2. Criminal History Record Information Review of Certain Contract Employees

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

- ☐ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.
- OR
- ☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:
1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.
 2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
 3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
 4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

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

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

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

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

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"

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” – Deviations and Exceptions

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must sign this form in blue ink. On this form, identify and describe any deviations and exceptions to the terms, conditions, specifications, or other requirements of the RFP. If necessary, attach additional pages. IDEA Public Schools reserves the right to accept or reject any proposal based upon any deviation(s) or exception(s) identified hereon or any other modification of the RFP.

- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the RFP without deviation and exception.
- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the RFP except as follows:

(For additional deviations and exceptions, refer to additional pages attached herewith.)

I, the undersigned agent for _____ (“Respondent”), certify that Respondent will fully comply with the terms, conditions, specifications and other requirements set forth in the RFP except as identified and described on this form, including any additional pages attached hereto.

Signature of Authorized Representative

Date Signed

Bidder’s Initials: _____

[illegible]

Bidder's Initials: _____

ATTACHMENT “L” – 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 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

Bidder’s Initials: _____

ATTACHMENT “M” – Vendor Packet

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
- IDEA Public Schools will verify information on your W9 with the IRS website for TIN matching.
- All invoices should be sent to payable@ideapublicschools.org for processing.

For questions, please contact:

Korina Amador, Procurement Administrator
korina.amador@ideapublicschools.org

Delilah Veliz, Procurement Administrator
delilah.veliz@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 <i>(Circle One)</i>
Posted by			IF YES: 1099 BOX NO. <input type="text"/>

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:



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: Korina Amador, Procurement Administrator
korina.amador@ideapublicschools.org

Delilah Veliz, Procurement Administrator
delilah.veliz@ideapublicschools.org

Request for Taxpayer Identification Number and Certification

^a Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	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) ^a _____	
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ^a	
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 ^a	Date ^a
-----------	---------------------------------------	-------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-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:

Korina Amador, Procurement Administrator
korina.amador@ideapublicschools.org

Delilah Veliz, Procurement Administrator
delilah.veliz@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.

FELONY CONVICTION NOTICE

Required under Board Purchasing Policy § 8.9

Sec. 8.9. Notification of Contractor's Criminal History.

If the person or an owner or operator of the business entity has been convicted of a felony, IDEA should ensure that the bidder's response includes an advance notice disclosing this fact. The notice must include a general description of the conduct resulting in the conviction of a felony.

IDEA may terminate a contract with a person or business entity if IDEA determines that the person or business entity failed to give notice as required by this subsection or misrepresented the conduct resulting in the conviction. IDEA must compensate the person or business entity for services performed before the termination of the contract.



IDEA HEADQUARTERS
2115 W. Pike Boulevard
Weslaco, Texas 78596

Felony Conviction Notice Statement

This form to be completed by all Vendors/Contractors.

IDEA Public Schools ("IDEA") requires a person or business entity that enters into a contract with IDEA for the provision of goods or services to give advance notice to IDEA if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony.

IDEA may terminate a contract with a person or business entity if IDEA determines that the person or business entity failed to give such notice or misrepresented the conduct resulting in the conviction.

NOTE: This notice statement is not required of a publicly held corporation.

Please mark the appropriate choice below:

This business entity is a publicly held corporation; therefore, this reporting requirement is not applicable.

This business entity is not owned nor operated by anyone who has been convicted of any felony.

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name(s) of person(s) convicted of a felony, as applicable:

Details of Conviction(s), as applicable:

I, the undersigned agent for the business entity named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor Business (DBA) Name: _____

Full Name of Authorized Company Official (Print): _____

Signature of Company Official

Title

Date

**CONTRACTOR ACKNOWLEDGEMENT OF
CRIMINAL HISTORY REVIEW REQUIREMENTS**

*(To be completed by Vendor/Contractor if Providing Services involving
Direct Contact with Students)*



This document to be completed by any and all individuals ("Vendor/Contractor") that will provide services to IDEA Public Schools in connection with a services contract involving continuing duties beyond one (1) school day AND direct contact with students. IDEA Public Schools considers "direct contact" with students as having an opportunity for substantial verbal or physical interaction with students (Make copies for each individual involved in providing services under this contract, as needed).

a) Contractor/Vendor Information:

- Vendor business name (per Form W-9): _____
- Contractor's Full Name (as shown on Driver's License): _____
- Relationship to Vendor (select one): ☐ Employee ☐ Independent Agent ☐ Subcontractor ☐ Self-employed
- Work Address: _____
- City: _____ State: _____ Zip Code: _____
- Birth Date (mm/dd/yyyy): _____ SSN: _____
- Driver's License Number: _____ State Issued: _____
- Work Phone: _____ Cell phone: _____
- Work e-mail address: _____
- Dates of Service: _____

b) Have you ever been fingerprinted by any public school district in Texas? ☐ Yes ☐ No ☐ Don't Know

- If "No" or "Don't Know", you must be fingerprinted prior to IDEA Public Schools engaging in a contract with you.

c) Have you ever been arrested or convicted of a felony offense or an offense that requires you to register as a sex offender?

☐ YES ☐ NO

- If "Yes", please explain: _____

Texas Education Code, Chapter 22, requires school districts/charters to review the criminal histories of contractors/vendors and independent contractors who have, or will have, **continuing duties** related to a services contract with a school district/charter **and direct contact with students**. IDEA Public Schools considers "continuing duties" to result from services spanning **more than one (1) school day** and "direct contact" to result from any activity that may provide **substantial opportunity for verbal or physical interaction with students and that is not supervised by a professional district employee at ALL times** (e.g. unsupervised coaching, tutoring, or other unsupervised services). IDEA Public Schools retains the sole right to determine if engagement with a contractor/vendor or independent contractor (including subcontractors) requires review of criminal histories, in accordance with Texas law.

If at any time over the effective term of this Agreement IDEA Public Schools determines that engaging with the Vendor/Contractor requires a criminal background check, the Vendor/Contractor will be provided with further instructions. If required, criminal background checks must be completed, reviewed, and approved by IDEA Public Schools. **I hereby acknowledge understanding of the criminal history review requirements and authorize IDEA Public Schools to conduct any criminal history review, as needed.**

Contractor/Vendor Name (Print): _____

Contractor/Vendor Signature: _____ **Date:** _____

Risk Management Use ONLY

Approved: _____ Denied: _____ Date: _____

Reason for Denial: _____ RM Representative: _____

MEMORANDUM OF UNDERSTANDING
COMPLIANCE WITH CRIMINAL HISTORY
BACKGROUND CHECK REQUIREMENTS

WHEREAS, Texas Education Code (“TEC”) § 22.0834 requires contractors providing services to IDEA Public Schools (“IDEA”) to facilitate a national criminal history record information review for any contractor employees who (1) have or will have continuing duties related to the contracted services and (2) have or will have direct contact with students (“covered employees”) prior to beginning contract services; and

WHEREAS, _____ (“Contractor”) provides contract services to IDEA; and

WHEREAS, pursuant to Texas Government Code (“TGC”) § 411.0845, the Texas Department of Public Safety (“DPS”) maintains the Criminal History Clearinghouse (“DPS Clearinghouse”) to provide fingerprint criminal history record information, including national criminal history record information made available through the U.S. Federal Bureau of Investigation (“FBI”), to approved persons and entities; and

WHEREAS, due to recent changes in DPS protocols, Contractor no longer has access to the national criminal history record information maintained as part of the DPS Clearinghouse; and

WHEREAS, IDEA is able to access the national criminal history record information portion of the DPS Clearinghouse through the DPS Local Education Entity (“LEE”) Fast Pass option;

NOW THEREFORE, the Parties agree as follows:

1. IDEA will provide access to its LEA Fast Pass to Provider in the event that Contractor and/or any of Contractor’s employees is a “covered employee” under TEC § 22.0834, provided that Contractor provides IDEA with sufficient documentation needed for IDEA to facilitate a national criminal history record information search through the DPS Clearinghouse.
2. IDEA will obtain national criminal history information review reports through the DPS Clearinghouse for Contractor and/or any of Contractor’s employees that is a covered employee and will notify Contractor if Contractor and/or any of Contractor’s employees have a disqualifying criminal history; provided, however that IDEA will not provide DPS Clearinghouse results to Contractor.
3. Contractor will be responsible for paying the fees directly associated with IDEA’s processing through the LEE Fast Pass.
4. The Parties agree to work expeditiously to complete fingerprinting for Contractor and/or Contractor’s employees, and this MOU shall expire when all applicable fingerprint results have been received and reviewed by IDEA. In no event shall this MOU remain effective for more than 30 days beyond the effective date of this MOU without mutual written extension by both parties.
5. The effective date of this MOU shall be _____ .
(Date)



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Weslaco, Texas 78596

ACCEPTED AND AGREED TO:

IDEA Public Schools

By: _____

Title: _____

Date: _____

Contractor Name

By: _____

Name: _____

Date: _____

CONTRACTOR FORMS

Criminal History Review of Contractor Employees

Texas Education Code § 22.0834 requires entities that contract to provide services to IDEA Public Schools to either (i) obtain named based criminal history and/or fingerprinting record information regarding “covered employees” or (ii) provide sufficient information for IDEA Public Schools to arrange for the completion of name based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

“Covered Employees”: Any employee of a contractor who (1) has or will have continuing duties related to the contracted services¹ and (2) has or will have direct contact with students.² ***If both of these criteria are met, a national criminal history record review is mandatory for any covered employee.***

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

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

All contractors must cooperate with IDEA to comply with the requirements of Texas Education Code § 22.0834 prior to beginning contract services to IDEA.

¹ IDEA considers *continuing duties* as those work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only. This may include, but is not limited to, contracts involving services to be rendered over multiple single-day engagements.

² *Direct contact with students* is contact that results from activities that provide substantial opportunity for verbal or physical interaction with students and that is not supervised by an educator or other idea employee. IDEA retains discretion to determine what constitutes direct contact with students.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Please complete the information below:

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

☐ None of Contractor’s employees 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 its employees 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 Contractor’s employees 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 IDEA in writing within three business days.
2. Upon request, Contractor will provide IDEA with the name and any other requested information regarding *covered employees* so that IDEA may obtain criminal history record information on the *covered employees*.
3. If IDEA objects to the assignment of a *covered employee* on the basis of the *covered employee’s* criminal history record information, Contractor agrees to discontinue using that *covered employee* to provide services to IDEA.
4. All *covered employees* hired after January 1, 2008 have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

I also certify to IDEA that, if subcontractors will be used to perform contract services to IDEA, Contractor has obtained certifications from its subcontractors in compliance with Chapter 22 of the Texas Education Code.

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

Signature of Contractor Official

Date

SUBCONTRACTOR FORMS

Criminal History Review of Subcontractor Employees

Texas Education Code § 22.0834 requires entities that contract with contractors providing services to IDEA Public Schools to either (i) obtain named based criminal history and/or fingerprinting record information regarding “covered employees” or (ii) provide sufficient information for IDEA Public Schools to arrange for the completion of name based criminal history and/or fingerprinting record information regarding “covered employees.”

Definitions:

“*Covered Employees*”: Any employee of a subcontractor who (1) has or will have continuing duties related to the contracted services³ and (2) has or will have direct contact with students.⁴ ***If both of these criteria are met, a national criminal history record review is mandatory for any covered employee.***

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

6. 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.
7. A felony offense under Title 5, Penal Code.
8. An offense on conviction of which a defendant is required to register as a sex offender.
9. 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.
10. Any other offense that IDEA believes might compromise the safety of students, staff, or property.

All subcontractors must cooperate with IDEA to comply with the requirements of Texas Education Code § 22.0834 prior to beginning contract services to IDEA.

³ IDEA considers *continuing duties* as those work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only. This may include, but is not limited to, contracts involving services to be rendered over multiple single-day engagements.

⁴ *Direct contact with students* is contact that results from activities that provide substantial opportunity for verbal or physical interaction with students and that is not supervised by an educator or other idea employee. IDEA retains discretion to determine what constitutes direct contact with students.



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CRIMINAL HISTORY REVIEW OF SUBCONTRACTOR EMPLOYEES

Please complete the information below:

_____ (“Subcontractor”) has entered into a contract with _____ (“Contractor”) to provide services in connection with the contract between IDEA Public Schools and Contractor. On behalf of Subcontractor, I, the authorized signatory for Subcontractor, certify to IDEA that [check one]:

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

Or

☐ Some or all of Subcontractor’s employees are *covered employees*. If this box is checked, I further certify that:

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

I also certify to IDEA and Contractor that Subcontractor has obtained certifications from its subcontractors in compliance with Chapter 22 of the Texas Education Code.

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

Signature of Subcontractor Official

Date



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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 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:

Vendor Address:

City, State, Zip:

Vendor Phone:

Printed-Authorized Company Official’s Name:

Printed Title of Authorized Representative:

Signature of Authorized Company Official:

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:

Address, City, State, and Zip Code:

Phone Number:

Email Address:

Printed Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date:

ATTACHMENT "N" – Evaluation Criteria

IDEA Public Schools will use an Evaluation Committee to review and evaluate the Proposals. All proposals will be evaluated using the same criteria, outlined herein. Throughout the evaluation and selection period, Proposer may be required to furnish additional information, make presentations and attend meetings as requested by IDEA Public Schools. IDEA Public Schools will accept the Proposal it deems most likely to meet the goals of the services outlined in this RFP.

Criterion	Max Points Allowed
1. Rates/Price	30
2. Copy of Current State License	20
3. Service Quality/Previous Experience	25
4. Business Qualifications/Ability to Perform/References	25
Total	100

Price: Special Diet Consultant \$ _____ per hour
\$ _____ per overtime rate

In the event that parties involved consent to contract time extensions beyond original contract terms, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by current awarded respondent.

Bidder's Initials: _____