



IDEA Public Schools

Invitation for Bid

For

WATER HEATERS

#3-CNPWH-1023



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

IDEA Headquarters: 2115 W. Pike Blvd. Weslaco, TX 78596 Main: (956) 377-8000

COMPANY NAME: _____

TEXAS VENDOR ID OR FEI #: _____

**PHYSICAL ADDRESS
STREET:** _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

**TYPED NAME & TITLE
OF AUTHORIZED AGENT:** _____

**AUTHORIZED AGENT'S
SIGNATURE:** _____

DATE SIGNED: _____

VENDOR CERTIFICATION/ACCEPTANCE

By signing, respondent hereby certifies that respondent has read, understands, and agrees that respondent's bid constitutes an offer to provide the goods and/or services at the price established on respondent's bid and that acceptance by IDEA Public Schools of respondent's bid by issuance of a notice of contract award and purchase order will create a binding legal contract without the need for a separate written agreement or contract. Further respondent agrees to fully comply with documentary forms herewith made a part of this specific procurement.

SPECIAL NOTES:

- Bid price must be guaranteed for one hundred and twenty (120) days.
- Total amount of bid must include Water Heaters, freight, delivery, and Installation
- Respondent must provide a complete submission and delivery milestones based on the schedule as noted in this document.

TOTAL AMOUNT OF BID: \$ _____

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 /or 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.

Respondent agrees to comply with all conditions shown on this form. FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID.



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1.BACKGROUND INFORMATION

IDEA Public Schools ("IDEA") is a growing network of tuition-free K-12 public charter schools serving 76,000 students in 123 schools throughout the Rio Grande Valley, San Antonio area, Austin area, Houston, Fort Worth metroplex, Odessa, and El Paso. IDEA will operate 194 schools by 2023. IDEA is committed to "College for All Children" and has sent 100% of its graduates to college for six consecutive years. IDEA Public Schools is a Texas nonprofit corporation exempt from federal taxation pursuant to Section 501(c)(3) non-profit organization of the U.S. Internal Revenue Code. Funding for IDEA Public Schools operations and programs are provided through fundraising, philanthropic grants, state, and federal funding.

2.GENERAL INTENT

Through this Invitation for Bids (IFB), IDEA is soliciting bids for the purchase, delivery, and installation of commercial grade Water Heaters within the cafeteria, at ten (10) campuses identified herein on Attachment L. Water Heaters requested through this IFB shall be purchased, delivered, and installed before **May 30, 2024**.

Each vendor shall furnish the information required in the bid package. The vendor shall sign the IFB Bid Response Cover Page and all addenda(s) (if issued). The person signing the Bid Response Cover Page must initial at the bottom of every page, erasures, and/or other changes. Bids signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been previously furnished to IDEA.

- a. Deliveries shall be Freight on board (FOB) Destination to IDEA destination sites. Freight prepaid and assumed by the vendor. IDEA reserves the right to pick up items in lieu of delivery from local vendors.
- b. IDEA does not pay Federal Excise Taxes. Tax exemption certificates will be provided upon request.
- c. The vendor may offer an "equal" product or product exceeding specifications as an alternative. Final determination of whether an item is an "approved equal" remains with IDEA.
- d. Bids submitted on forms other than the IDEA forms or with different terms or provisions may be considered as non-responsive bids.
- e. All bids shall remain firm for a term of 120 days after IFB solicitation period is closed.
- f. 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.

3.RESERVATIONS

IDEA expressly reserves the right to:

- a. Waive minor deviations from the specifications when it is determined that the total cost to IDEA of the deviation is lower than the lowest conforming bid which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating bid is equal to or greater than that of the conforming bid.
- b. Waive any defect, irregularity, or formality in any IFB procedure.
- c. Reject any or all bids.
- d. Amend the IFB prior to bid opening date to extend or make changes to a specification(s).
- e. Procure any item by other means.
- f. Increase or decrease the quantity specified in the bid unless the respondent specifies otherwise.



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4.SCHEDULE OF EVENTS

Date Solicitation Opens:	Monday, July 31, 2023
Pre-Bid Meeting Date and Time:	Wednesday, August 9, 2023 @ 10:30 AM CST
Deadline for Written Questions	Monday, August 14, 2023 @ 5:00 PM CST
Responses from IDEA Public Schools:	Monday, August 21, 2023 @ 5:00 PM CST
IFB Due Date and Time:	Wednesday, September 6, 2023 @ 2:00 PM CST

IFB packet will be available at **9:00 AM CST on Monday, July 31, 2023**, at the **Headquarters Office located at 2115 W. Pike, Weslaco TX 78596** and on our website at the following link <https://ideapublicschools.org/our-story/finance-budget/>. The vendor is responsible for obtaining any updates or amendments to the IFB from the website.

The Pre-bid meeting will be held via web on [3-CNPWH-1023 Pre-Bid Meeting](#), Meeting ID: 271 033 175 515, Passcode: bMnvi7 on **Wednesday, August 9, 2023 @ 10:30 AM CST**. Any information given to one prospective vendor will be furnished to all prospective vendors as an Addendum if such information is necessary to vendors in submitting their bids or if the lack of such information would be prejudicial to an uninformed vendor.

If you have any questions regarding this IFB process, please contact the Child Nutrition Program Procurement staff, Damaris Morales at cnpprocurement@ideapublicschools.org. 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.**

The bid opening will be held via web on [Bid Openings](#) Meeting ID: 235 577 619 99, Passcode: hteS4U on **Wednesday, September 6, 2023 @ 2:00 PM CST**. Only names of respondents and total bid amounts (if available) will be read out loud.

5.NOTICE TO ALL VENDORS

- Vendor shall keep IDEA advised of any changes in order(s) status.
- All submittals are to be for water heaters as indicated in the bid item list located on **Attachment L** of this IFB. Pricing should include freight/shipping costs and any other fees that apply as indicated by IDEA.
- 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.
- All pricing and any award under this IFB shall be available for all IDEA Child Nutrition Program campuses identified herein this IFB package.
- 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.
- All bids will be screened for inclusion of all required information prior to release to the evaluation team. IDEA staff may exclude from further consideration for contract award any non-responsive bid or portion of a bid.



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6.SCOPE OF WORK/REQUESTED PRODUCT(S)

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

- A. The bid item list and specifications that follow are specific requirements. Any deviation or comparable product must be properly identified and be accepted by IDEA Public Schools through individual submittals of **Attachment "K"** included in this IFB packet, one for each deviation. Any deviation to specifications must be listed and clearly defined.
- B. Description of items and price will be captured and listed on **Attachment "L"**. For this reason, vendors are discouraged from describing any deviations simply as "equal" or "exceeds" the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the template provided. Failure to do so may result in the rejection of the bid and or product for non-compliance.
- C. Warranty for water heaters and components shall be compliant with standard manufacturer warranties and any additional warranties established by dealers/supplier (vendor).
- D. Vendor is responsible for the water heaters purchased from transport, delivery, and installation.
- E. Set-up, assembly, and disposal of old equipment and debris will be required at each campus identified in this IFB.
- F. Bids must show manufacturer, brand or trade name, lot number, etc., of article offered and must meet the following minimum requirements:
 - 80 gallon commercial grade
 - 96% thermal efficiency
 - 480V, 24KW
 - Stainless steel heat exchanger
 - 6 Elements plumbing fittings
 - Install new stainless steel flue vents or if applicable reuse existing
 - 5 year limited manufacturer parts warranty on water heater
 - Connect to existing gas piping
 - Connect to existing domestic water piping
 - Insulate water piping as necessary to match existing conditions
 - One year warranty on workmanship
 - Respondent will provide ALL tools and equipment necessary to perform stated scope of work
 - Respondent must be certified or licensing of skilled crafts performing the work requested via this IFB.

7.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 that it meets the following requirements:

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



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8.RESPONSIVE/RESPONSIBLE RESPONDENTS

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

1. The bids must have been submitted by the due date and time.
2. The bids must be complete with the original signatures in blue ink.
3. The bids must be for the specific items requested and described in the IFB Packet.
4. The bids must be submitted in the format described in the IFB Packet.
5. One original (in blue ink and marked original) and one copies must be submitted.
6. Submit an electronic copy in a USB flash drive and an original version of your submittal. The electronic version shall replicate your original bid including required signatures.
7. Attachment L shall be completed and submitted as a separate document with your bid response.

9.PROCUREMENT CONDITIONS/ GENERAL TERMS

Procurement of the items under this IFB shall be in accordance with the IDEA Public Schools Purchasing Policy¹ and the terms and conditions set forth in this section and shall form a part of the contract documents and purchase order for goods and/or services included in this IFB:

1. IDEA is utilizing the Invitation for Bid (IFB) method of procurement in accordance with the Code of Federal Regulations, 2 CFR § 200.320(b)(1).
2. The listed bid items are commonly acquired items and prices will be used to determine best value, with the selection of the successful bidder made principally based on price, as set forth at 2 CFR § 200.320(b)(1)(i)(C).
3. In accordance with 2 CFR § 200.320(b)(1)(ii)(D), a firm fixed price contract will be awarded to the lowest responsive and responsible bidder(s).
4. Warranty and all other pertinent documentation shall be included for each vehicle, if this IFB is for the purchase of a vehicle(s).
5. All bids must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the deviations and exceptions form. 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 IFB to be part of a contractual obligation may result in the Vendor's bid 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, Bid Specifications, and all other requirements associated with this bid solicitation. Every deviation from the bid items requested must have its own individual **Exception or Deviation template located in Attachment "K"**.
6. IDEA assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a bid or any amendments or addenda, participating in pre-bid conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by vendors prior to award of a Contract/Agreement pursuant to this IFB.
7. Deliveries under this Agreement shall be freight prepaid, Freight on Board (FOB) destination, Full Freight Allowed, Inside Delivery and shall be included in all pricing in Vendor's bid unless otherwise clearly stated

¹ https://ideapublicschools.org/wp-content/uploads/2021/07/05.-Purchasing-Policy-Proposed-Amendment-July-2021_final.pdf



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in writing in Vendor's bid. IDEA assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by IDEA of damage. Bid prices will include all freight and delivery charges.

8. Deliveries shall be made between 6:30 AM and 2:00 PM, at the designated IDEA campus, unless prior approval for after-hours delivery has been obtained from IDEA. Inspection will be done by IDEA staff at the moment of delivery of item(s). Key drop deliveries are not allowed without the full approval of IDEA and such request must be identified in the Deviations and Exceptions Form "**Attachment K**".
9. Vendor and/or sales agents acting on the Vendors behalf, shall give 72-hour prior notice to IDEA of any anticipated disruption of services or delivery of products.
10. All prices in Vendor's bid should remain firm for the Term of the Agreement. Any price changes shall be presented to IDEA, for acceptance or rejection by IDEA, in its sole discretion, using the same format as was accepted in Vendor's original bid; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by IDEA prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms and conditions, and/or manufacturers/distributors' impact (if any).
11. If a material change occurs to a contract entered between IDEA and Vendor, the contract will be cancelled and/or will not be renewed upon the conclusion of its term. Material change means a modification that substantially exceeds and/or alters the terms of the original contract between IDEA and Vendor, and/or the total contract value by more than 10%.
12. Invoices shall be directed to IDEA and submitted to IDEA Headquarters Business Office (payable@ideapublicschools.org & cnppayable@ideapublicschools.org) net 30 days after delivery and inspection has been approved. Vendor shall submit invoices in a timely manner during IDEA's 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. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.
 - i. Shipment date of merchandise must be shown.
 - j. Date of purchase order must be shown.
 - k. Payment shall not be due until the above instruments are submitted after delivery.
 - l. Vendors should keep IDEA advised of any changes to remittance addresses.
 - m. IDEA'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 Vendor by IDEA.
 - n. Do not include Federal Excise, State or City Sales Tax. IDEA shall furnish exemption certificate, if required.



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- o. If a credit is due, the next/subsequent invoice must show the credit owed and applied.
 - p. If IDEA denies or rejects a product deemed unacceptable, IDEA staff will make a notation directly on the invoice, initial and date it, along with the initials of the delivery driver.
- 13. Vendor is required to provide IDEA 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 and list IDEA as an additional name insured. The insurance company ensuring the vendor shall be licensed in the State of Texas and shall be acceptable to IDEA. Vendor shall give IDEA a minimum of thirty (30) days notice prior to any modifications or cancellation of said Agreement to maintain coverage as specified below. Proof of insurance coverage must be submitted with the bid.
 - 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: \$250,000 Each Person
 - d) Bodily Injury: \$500,000 Each Accident
 - e) Property Damage: \$250,000
- 14. IDEA may during term of award add additional campuses/delivery locations to be included as part of the agreement resulting from this IFB solicitation.
- 15. All goods and/or services provided by the Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of IDEA's acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/manufacture's warranty is less than the required period, the Vendor shall warrant the goods and/or services to the full extent as provided by the Vendor/manufacture. IDEA will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair IDEA's rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by IDEA. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order.
- 16. IDEA reserves the right to accept or reject any or all bids received or to cancel or extend in part or its entirety, this Invitation of Bids, or make multiple or partial awards.
- 17. Award of purchase agreement or contract shall be made only to the lowest responsive and responsible respondent(s), i.e., a respondent who offered the lowest price and has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this IFB



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18. When submitting bids, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this IFB.
19. Bids may be withdrawn only by delivery of a written request to IDEA at (use generic email address) prior to the specified deadline time/date stated in the IFB. The authorized signatory must sign such requests.
20. Bids received will become a part of the IDEA's official files without further obligation to the respondents.
21. The contents of a successful Bid may become a contractual obligation if selected. Failure of the Respondent to accept these obligations can result in cancellation of an award or purchase agreement. IDEA reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this IFB or if adequate funding is not received.
22. A bid submitted in response to this IFB does not commit IDEA to award a purchase agreement or a contract. IDEA does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IDEA.
23. IDEA reserves the right to contact any individual, agency, or employers listed in the IFB, to contact others who may have experience and/or knowledge of the respondent's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.
24. No employee, officer or member of IDEA shall participate in the selection, development of a response to this IFB, award or administration of a contract supported by the IFB if a conflict of interest, real or apparent, would be involved.
25. 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.
26. Prior to award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IDEA's policy regarding free and open competition and conflicts of interest.
27. 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.
28. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by IDEA's Board of Directors.
29. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by IDEA, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
30. **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.
31. **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;



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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.

32. 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 ON INDEFINITELY AND CANNOT BE WAIVED OR VARIED.
33. 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.
34. 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.
35. 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.
36. MODIFICATIONS: The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
37. 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



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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.

38. **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 by contacting IDEA.
39. **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.
40. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in the County of Hidalgo, Texas.
41. **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.
42. **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.
43. **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.
44. **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.
45. **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.
46. **RECORD KEEPING.** The School, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representative must have access to any books, documents, papers, and records of the successful bidder that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
47. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** The bidder acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the successful bidder and the School belongs to the School as work-for-hire and all rights are reserved by the School and/or the federal government in accordance with applicable federal law.



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

10.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 IDEA by writing to the following address:

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

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 IFB #3-CNPWH-1023)**. Bid packages must be delivered to and received prior to the deadline.

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



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

12.TITLE PAGE

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

See coversheet below:

Child Nutrition Program

A Bid Submitted in Response to

IDEA Public Schools

Invitation for Bid #3-CNPWH-1023

Submitted by:

(Full Legal Name of Respondent)

On:

(Date of Bid Submission)



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
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13.IFB RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.

- Title Page
- Business Identification
- Additional Requirements
- Compliance with Specifications
- Description / Pricing (**Must use format included in attachment "L"**)

2. Documentation must be complete. A respondent's written response shall be the sole means of presenting the product and/or services.

14.ADDITIONAL REQUIREMENTS

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

NAME: _____ SSN: _____

NAME: _____ SSN: _____



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

15. ATTACHMENTS

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

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 Questionnaire
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 Form
12. Attachment L – Locations, Descriptions, Cost submittal
13. Attachment N – Terms and Conditions for Contracts Paid with Federal Funds
14. Attachment O – Certificate of Insurance
15. Attachment P – IDEA Vendor Package



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

ATTACHMENT "A"

CERTIFICATION OF RESPONDENT

I, the undersigned, submit this 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 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):



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

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 Contractor

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

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.



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

- 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



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

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



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
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Contact: Damaris Morales, CNP Procurement Analyst

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



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

ATTACHMENT "F"

CONFLICT OF INTEREST QUESTIONNAIRE

Instruction to respondent: The Texas Ethics Commission Form CIQ, Conflict of Interest Questionnaire, that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.



Invitation for Bid: #3-CNPWH-1023 Water Heaters
 Bid Posting: Monday, July 31, 2023
 Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

 Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

 Signature of vendor doing business with the governmental entity

 Date



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
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ATTACHMENT "G"

EQUAL OPPORTUNITY AND NONDISCRIMINATION

The (Respondent 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. (Respondent 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

(Respondent 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).
- 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.



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

_____ 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. _____ takes positive steps to eliminate any systematic discrimination from personnel practices. _____ 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



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

ATTACHMENT "H"

FELONY CONVICTION DISCLOSURE STATEMENT.

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized of Respondent must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Contractor, "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." Additionally, in accordance with this state law, "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 [...] or misrepresented the conduct resulting in the conviction." In this event, "The district must compensate the person or business entity for services performed before the termination of the contract." Section 44.034 "does not apply to a publicly held corporation."

I, the undersigned agent for _____ ("Respondent"), certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

- ☐ Respondent is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Respondent is not owned or operated by anyone who has been convicted of a felony.
- ☐ Respondent is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s): _____

General description of the conduct resulting in the conviction of a felony:

Name of Individual: _____

General description of the conduct resulting in the conviction of a felony:

Signature of Authorized Representative

Date Signed



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

CRIMINAL HISTORY REVIEW OF RESPONDENT EMPLOYEES.

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must initial and sign this form in blue ink. Failure to complete this form pursuant to this instruction will disqualify the bid.

I, the undersigned agent for _____ ("Respondent"), certify:
that:

(Initial) None of the employees of Respondent and any subcontractors are "covered employees" as defined on the instructions to this form. If this box is checked, I further certify that Respondent has taken precautions or imposed conditions to ensure that the employees of Respondent and any subcontractor will not become covered employees. Respondent will maintain these precautions or conditions throughout the time the contracted services are provided.

or

(Initial) Some or all of the employees of Respondent and any subcontractor are "covered employees." If this box is initialed, I further certify that:

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

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

Signature of Authorized Representative

Date Signed

Pursuant to Texas Education Code §22.0834, entities that contract with IDEA Public Schools are required to provide services to obtain named based criminal history and/or fingerprinting record information regarding "covered employees."

Any contractor interested in participating in the School's purchasing and contracting process must comply with the requirements of Texas Education Code §22.0834 by working with the Texas Department of



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for School contracts.

Definitions:

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

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

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



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

ATTACHMENT "I"

CERTIFICATION REGARDING LOBBYING

PROCUREMENT

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

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

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

Organization Name: _____

PR/Award Number or Project:

Name: _____

Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

ATTACHMENT "J"

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Pursuant to Executive Orders 12549 and 12689 and the implementing federal regulations in Parts 180 and 200 of Title 2 of the Code of Federal Regulations relating to debarment and suspension, IDEA Public Schools is prohibited from contracting with parties that are suspended or debarred or whose owner(s), member(s) and/or principal(s) and certain employees are suspended or debarred. Respondent must certify that it and its owner(s), member(s) and/or principal(s) are not suspended or debarred under federal law and rule.

I, the undersigned agent for _____ ("Respondent"), certify that no suspension, debarment, proposed debarment, declaration of ineligibility or voluntary exclusion from participation is currently in effect, which would otherwise preclude Respondent or its owner(s), member(s) principal(s) or employees from receiving a federally funded contract under applicable federal statutes and regulations.

Signature of Authorized Representative

Date Signed



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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 IFB. If necessary, attach additional pages. IDEA Public Schools reserves the right to accept or reject any bid based upon any deviation(s) or exception(s) identified hereon or any other modification of the IFB.

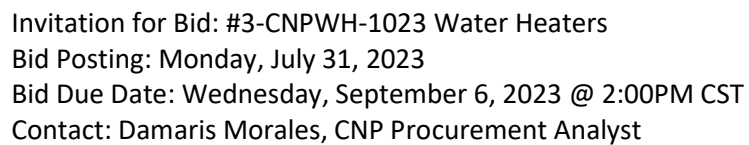
- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB without deviation and exception.
- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the IFB 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 IFB except as identified and described on this form, including any additional pages attached hereto.

Signature of Authorized Representative

Date Signed

[illegible]



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ATTACHMENT “L”

PRODUCT DESCRIPTION, LOCATIONS, AND PRICING

Campus	Addresses	QT Y	Specifications	Unit Cost	Cost for Delivery	Cost for Install ation	Estimated Installatio n Date <small>*see Section 2 of IFB</small>
IDEA Eastside	2519 MARTIN LUTHER KING DR. SAN ANTONIO, TX 78233	1	80 gallon Commercial Grade 480V, 24KW 6 Elements, Plumbing Fittings 3 Phase				
IDEA Judson	13427 JUDSON RD. SAN ANTONIO, TX 78233	1	80 gallon Commercial Grade 480V, 24KW 6 Elements, Plumbing Fittings 3 Phase				
IDEA Mays	1210 HORAL DR. SAN ANTONIO, TX 78245	1	80 gallon Commercial Grade 480V, 24KW 6 Elements, Plumbing Fittings 3 Phase				
IDEA Rio Grande City	2803 W MONARCH LN. RIO GRANDE CITY, TX 78582	1	80 gallon Commercial Grade 480V, 24KW 6 Elements, Plumbing Fittings 3 Phase				
IDEA Tres Lagos	5200 TRES LAGOS BLVD. MCALLEN, TX 78504	1	80 gallon Commercial Grade 480V, 24KW 6 Elements, Plumbing Fittings 3 Phase				
IDEA Najim	926 S WW WHITE RD. SAN ANTONIO, TX 78220	1	80 gallon Commercial Grade 480V, 24KW 6 Elements, Plumbing Fittings 3 Phase				



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IDEA Brackenridge	5555 OLD PEARSALL RD. SAN ANTONIO, TX 78242	1	80 gallon Commercial Grade 480V, 24KW 6 Elements, Plumbing Fittings 3 Phase				
IDEA Ewing Halsell	2523 W ANSLEY BLVD. SAN ANTONIO, TX 78224	1	80 gallon Commercial Grade 480V, 24KW 6 Elements, Plumbing Fittings 3 Phase				
IDEA Elsa	420 S FANNIN ELSA, TX 78543		80 gallon Commercial Grade 480V, 24KW 6 Elements, Plumbing Fittings 3 Phase				
IDEA Ingram Hills	3115 MAJESTIC DR. SAN ANTONIO, TX 78228	1	80 gallon Commercial Grade 480V, 24KW 6 Elements, Plumbing Fittings 3 Phase				
Total				\$ -	\$ -	\$ -	

TOTAL EXTENDED COST \$ -

Labor Hours Rate	\$
Weekend Hours Rate	\$
Holiday Hours Rate	\$

Attachment L must be completed and submitted with bid response. Attachment “L” is available for download as a separate document on our website along with this bid document. Respondent is responsible to download both files from our website, at <https://ideapublicschools.org/our-story/finance-budget/>



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ATTACHMENT "N"

TERMS & 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 compensation to which he or she is otherwise entitled. The School must report all suspected or reported violations to the Federal awarding agency.
- E. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by School in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor



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regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- G. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- I. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- J. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
- K. Procurement of Recovered Materials. School and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of



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recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Company Name: _____

Signature of Authorized Representative

Date Signed



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ATTACHMENT "O"

CERTIFICATE OF INSURANCE

[Attach certificate of Insurance here]



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ATTACHMENT "P"

IDEA Vendor Packet



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. Prior to processing the vendor request for future business transactions, please ensure this packet is completed in its entirety, signed, and dated. Once complete, please email the packet to the email notated below.

A vendor seeking to do business with IDEA Public Schools must adhere to the following policies and processes:

- Accept Purchase Orders
- Services/goods shall **not** be rendered **without** an approved purchase order in place.
- IDEA Public Schools is not responsible for services, materials, supplies and/or equipment rendered without an approved purchase order.
- IDEA Public Schools has a 30-day net payment policy.
- IDEA Public Schools does not pre-pay vendors for goods or services.
- Goods or services provided must adhere to the original approved Purchase Order. Over shipment and/or product substitutions are not permitted unless pre-approved by Purchasing or Accounts Payable Supervisor.
- Invoices must be submitted on the date all approved services/goods are rendered. Separate billing for partial shipments/services are not allowed unless other arrangements have been made with the Accounts Payable Manager or Director of Procurement.
- IDEA Public Schools will not procure goods/services if your business has been debarred or suspended. IDEA Public Schools will verify this information 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:

vendorinquiry@ideapublicschools.org



Vendor Checklist

Document Name	Page Number	Party Responsible for Reviewing/Completing Form	Completion Status Required
Vendor Maintenance File	3	All vendors must Complete and Sign	Complete & Sign
ACH Payment Enrollment Form	4	All vendors must complete: If ACH not desired, please notate "N/A" under Section 2; a signature is required on Section 3.	Complete & Sign
W-9 Request for Taxpayer Identification Number	5	All vendors must complete using Employee Identification Number (EIN)	Complete & Sign
Conflict of Interest Form Instructions	6	All vendors must review	Review
Conflict of Interest Questionnaire - FORM CIQ	7-8	All vendors must review and verify if a Conflict of Interest is applicable. If not, please state so on the form, Not Applicable, sign and date.	Complete or Not Applicable & Sign
Debarment and Suspension	9	All vendors must complete to verify that provider is not debarred from conducting business with the district.	Complete & Sign
Edgar Certifications and Representation Form	10-13	All vendors must complete & sign	Complete & Sign
Child Support Certification Form	14	All vendors must review & complete	Complete & Sign
Felony Conviction Notice	15	All vendors must review the felony conviction notice requirements associated with providing services.	Review
Felony Conviction Notice Statement	16	All vendors must complete and select one of the three options accordingly. If the form is not applicable, please state so on the form, Not Applicable, sign and date.	Complete & Sign
Texas Vendor Background Check Instructions	18-19	Vendor Instructions on Completing the Background Check Forms	Review
Texas Education Code Criminal History Requirements for Contractors and/or Employees	20	All vendors must review to determine services fall under "Covered Employees" as defined within the Texas Education Code	Review
Criminal History Certification for Contractor Employees Form	21	All vendors must review and make a selection accordingly if vendor does not fall under the "covered employees" definition - Box one would be checked, signed, and date. (Please note, if you have subcontractor employees please ensure to complete the Certification for Subcontractor Employees). No further background check forms must be completed. If vendor falls under "covered employees" Please refer to Texas Vendor Background Check Instructions for further guidance.	Complete & Sign
Texas Education Code Criminal History Requirements for Subcontractors and/or Employees	23	All vendors must review to determine services fall under "Covered Employees" as defined within the Texas Education Code	Review
Criminal History Certification for Subcontractors Employees Form	24	All vendors must review and make a selection accordingly if vendor does not fall under the "covered employees" definition - Box one would be checked, signed, and date. (Please note, if you have subcontractor employees please ensure to complete the Certification for Subcontractor Employees). No further background check forms must be completed. If vendor falls under "covered employees" Please refer to Texas Vendor Background Check Instructions for further guidance.	Complete & Sign
Memorandum of Understanding Compliance with Criminal History Background Check Requirements/Form	25-26	All vendors that will require IDEA to conduct the background check must review and sign	Only Vendors Needing to be Background Checked by IDEA Review & Sign
IDEA Public Schools Risk Management Department Vendor Active Employee List & Campus Assignment	27	All vendors requiring IDEA to conduct the background checks will need to complete the Vendor Active Employee List & Campus Assignment Form	Complete
Texas Department of Public Safety Background Check Form/ Photo ID/Confidentiality Form	28-30	All vendor employees listed on the Vendor Active Employee List & Campus Assignment Form must complete and sign the background check forms	Complete & Sign
Notice to Pay Vendor - No P.O. No Pay Policy	31	All vendors must review and sign	Review & Sign



IDEA Public Schools

VENDOR MAINTENANCE FILE

Vendor no. assigned

New Vendor

Revision to Vendor File

(check one)

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)

Describe Type of Business: Purchase Goods, Services, Equipment, Medical Payments, Personal Services (Explain Products)

REQUIRED: Are you a current or former Employee of IDEA Public Schools?

Yes

No

Form 1099: Box 1

Form 1099: Box 6

Form 1099: Box 7

Vendor Signature: _____

Signature

Date

Business Office Use Only

Signature

Date

1099 Vendor: YES NO (Check One)

Posted By

Date

IF YES: 1099 BOX NO.

TYPE OR PRINT

Vendors will not be added on system without an email or phone number provided.

All sections of this form must be filled out in order to process.

Submit forms to IDEA Purchasing Department:

vendorinquiry@ideapublicschools.org



ACH Vendor Payment Enrollment Form

(Only for use with banks within the United States)

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

Section 1: Payee / Company Information

Vendor Name: _____

Social Security Number or Employer Identification Number: _____

Phone Number: _____

Mailing Address: _____ City _____ State _____ Zip _____

Email: _____

(Email is mandatory to send payment notification to vendor when payments are initiated by IDEA Accounts Payable Department via Tyler Muni's 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: vendorinquiry@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.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	
<input type="checkbox"/> C Corporation	
<input type="checkbox"/> S Corporation	
<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	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
Exempt payee code (if any) _____	
Exemption from FATCA reporting code (if any) _____	
(Applies to accounts maintained outside the U.S.)	
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.

For questions, please contact:
vendoringquiry@ideapublicschools.org

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.

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



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

Debarment and Suspension

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

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 sub recipient 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 sub recipient 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 sub recipient 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.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts and sub grants 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 government wide 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

\$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: _____

The Texas Health and Human Services Commission Form 1903, Child Support Certification must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Proposal. The child support certification form can be found at: <https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903-child-support-certification>.



Form 1903
May 2017-E

Child Support Certification

Section 1

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

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

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

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

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

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application; and
- the statement in Section 3 below.

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

Section 2

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

Name:		SSN:	
Name:		SSN:	
Name:		SSN:	
Name:		SSN:	

Section 3

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

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

Contractor Authorized Representative Printed Name:	Title:
Contractor Authorized Representative Signature:	Date:

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.

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 FORMS

TEXAS VENDOR BACKGROUND CHECK INSTRUCTIONS:

Please Note: All contractors that will have continuing duties related to the contracted services and have or will have opportunity for direct contact with students “in person” or “virtually” fall within the definition of a “covered employee” and are required to read and follow the Texas Vendor Background Check instructions below:

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.**

Under the National Child Protection Act (NCPA), **only a qualified entity** that is based in Texas may have access to NCHRI in the DPS FACT (Fingerprint base Applicant Clearinghouse of Texas) Clearinghouse. A qualified entity means a business or organization that provides **care or placement services for the care, treatment, education, training, instruction, supervision, or recreation to children, the elderly, or individuals with disability. 34 U.S.C. § 40104.**

Examples: Day care providers, student after school program providers would be an example of a qualified entity.

Contracted employees/vendors are required to follow IDEA’s national background check vetting process as outlined below:

Option 1: Texas-based contractors that provide care or care placement services in accordance with the National Child Protection Act (NCPA), will need to fingerprint their employees who have access to students. Upon a contracted employee/vendor completing the fingerprinting process the **contractor must complete the following:**

- Contractor must complete the “Criminal History Certification for Contractor Employees” form located in the vendor packet on **page 21**
- Contractor must complete the “Criminal History Certification of Subcontractor Employees” form located in the vendor packet on **page 24 (please note only to be completed if the contractor has subcontractor employees)**
- Select “covered employee”
- Certify and sign the form **(NO ADDITIONAL BACKGROUND CHECK FORMS AFTER PAGE 23 NEED TO BE COMPLETED)**
- Submit with the vendor packet to vendorinquiry@ideapublicschools.org

Option 2: *Private contractors that do not meet the NCPA criteria to access criminal history must conduct their fingerprinting through IDEA Public Schools using the Local Education Entity (LEE) Fast Pass Option.* IDEA's Risk Management Department will process Contractor and/or any of Contractor's employees identified as a "covered employee" under TEC (Texas Education Code) § 22.0834 using the Local Education Entity (LEE) FAST Pass option. **Contractor must provide all documentation needed for IDEA to facilitate a national criminal history record information search through the DPS Clearinghouse by completing the required vendor background check forms located in the vendor packet. (Forms must be legible, please ensure contractor/vendor prints clearly)**

Contractor must complete the following:

1. Contractor must read and complete the "Criminal History Certification of Contractor Employees" form located in the vendor packet on page 21.
2. Contractor must complete the "Criminal History Certification of Subcontractor Employees" form located in the vendor packet on page 24 **(please note only to be completed if the contractor has subcontractor employees)**
 - Contractor **must Select "covered employee" if the contractor falls within the definition of "covered employee":** 1.) providing continuing duties (more than one day) and 2.) There is opportunity for contractor to be around students.
 - Contractor must Certify and sign the form
3. Contractor must read and sign the Memorandum of Understanding, located on page 25 & page 26.
4. Contractor must complete the IDEA Public Schools Risk Management Department Vendor Active Employee list/Campus Assignments located on page 27.
 - Vendor needs to complete this form and list all of their active employee, in addition to proposed campus assignment
5. Contractor and/or Sub Contractor Employees must completed the Texas Department of Public Safety Background Check Request Form located on page 28-30.
 - Attach a copy of an approved TX photo ID such as Driver's License or State ID with each form being completed

Please note: All employees working under the contractor that will be providing services to IDEA will need to complete a Texas Department of Public Safety Background Check Request Form.

Changes to Contractor/Subcontractor Employees:

- Any changes to existing approved subcontractor employees, contractor **MUST** notify Risk Management at Riskmanagementvendorbackgroundchecks@ideapublicschools.org
 - Removing existing approved subcontractor employees
 - Adding new subcontractor employees **(please note any new employees need to be processed for approval by IDEA Risk Management prior to any services being initiated.)**

SUBMIT: Submit the completed vendor packet along with all completed background check forms to the procurement team at vendorinquiry@ideapublicschools.org

Texas Education Code Criminal History Requirements for Contractors and/or 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 Certification for Contractors Employees Form

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 in the previous page. 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

Texas Education Code Criminal History Requirements for Subcontractor and/ or 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.

Criminal History Certification for Subcontractors Employees Form

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

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)

ACCEPTED AND AGREED TO:

IDEA Public Schools

By: **Felida Villarreal**

Title: **Director of Risk Management**

Contractor Name

By: _____

Title: _____

IDEA Public Schools Risk Management Department

Vendor Active Employee List & Campus Assignment



- ✓ **Complete ALL** requested information
- ✓ **Attach** additional page(s), if needed
- ✓ **Submit** form with the completing vendor packet to the IDEA Purchasing Department at vendorinquiry@ideapublicschools.org
- ✓ **Please** complete the form legibly as information is needed to accurately be processed (If we are unable to read information provided form will be sent back and will create a delay in processing)

Vendor/Provider Name: _____

Vendor/Provider Contact Person(s): _____

Vendor/Provider Phone Number: _____

Vendor/Provider Email Address: _____

Type of Service(s) to be Provided: _____

Please indicate if these services include a contract/agreement? Yes or No

Section I. Vendor Active Employee List & Campus Assignment:

	Last Name <i>As it appears on driver's license (or Last Name used if you have been previously fingerprinted)</i>	First Name <i>As it appears on driver's license</i>	Campus <i>(If employee will be providing service at multiple campuses, please list each campus the employee will be providing services at in this column)</i>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Section II. Changes to Contactor/Subcontractor Employees:

Signature of Authorized Signer Requesting Change: _____

	Last Name	First Name	Removal/Adding	Campus
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

TEXAS DEPARTMENT OF PUBLIC SAFETY BACKGROUND CHECK REQUEST FORM

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, physical or virtual interaction with students *(Make copies for each individual involved in providing services under this contract, as needed)*.



CONSULTANT, CONTRACTOR, VENDOR, PRIVATE DUTY NURSE, ETC...

Legal Name: _____

Business Name: _____

Type of Service: _____

Relationship to Vendor *(select one)*: ☐ Employee ☐ Independent Agent ☐ Subcontractor ☐ Self-employed

Dates of Service: _____

For *Private Duty Nurse* Name of Student: _____

Campus/Dept: _____

Contact Numbers (Cell Preferred): _____

E-Mail Address: _____

Social security number: _____ (Please do not include copy of SS card)

Will individual be on school grounds, which may result in direct contact w/students ☐ Yes ☐ No

If individual has been fingerprinted previously in accordance w/Senate Bill 9, please indicate so below:

☐ Yes ☐ No SID Number (if known): _____

Have you ever been arrested or convicted of a felony offense or an offense that requires you to register as sex offender? ☐ Yes ☐ No

**PLEASE MAKE SURE TO
INCLUDE THESE ITEMS
WHEN SUBMITTING THIS
FORM:**

- ▶ Texas Department of Public Safety Background Check Request Form
- ▶ Confidential Form
- ▶ A clear copy of individual's Driver License or state-issued ID

CAMPUS/DEPARTMENT ONLY

Requested by:

Name _____ Campus/Dept. _____ Date _____

INTERNAL USE ONLY

- ☐ Fingerprint Upload
- ☐ Fingerprint Search
- ☐ Not fingerprinted or Not Required

SID: _____

Subscribed till: _____

By: _____

Date: _____

Approved: ☐ Yes ☐ No

Reason for Denied: _____

By: _____

RM Representative

**PLEASE INSERT CLEAR PHOTOCOPY OF VALID
DRIVER LICENSE OR STATE-ISSUED ID ON THIS PAGE:**
(Front side only and do not include copy of social security card)

Confidentiality Form



IDEA Public Schools is required by Texas Education Code Chapter 22, Subchapter C to review the criminal history of applicants, employees, independent contractors, student teachers, and certain volunteers. The information requested below is necessary to obtain criminal history record information.

Name: _____
Last First Middle

Date of birth: _____ Driver's License: _____
State and Number

Mailing Address _____
Street City State Zip Code

Sex: ☐ Male ☐ Female

Ethnicity: ☐ Black ☐ White/Other

I understand that the information I am providing about age, gender, and ethnicity will not be used to determine eligibility of vendor services but will be used *solely* for the purpose of obtaining criminal history record information.*

Signature

Date



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

Notice to Vendor
No P.O. No Pay Policy
(No Purchase Order No Payment)

This letter is to inform our valued suppliers about IDEA Public Schools' Purchasing Policy and Procedures regarding Purchase Orders.

IDEA Public Schools' Purchasing Policy requires that all orders have a purchase order number before shipment of the product and or before rendering any services. There will be no exceptions granted to this policy. Failure to comply will result in a notice of violation and/or payment will not be approved.

A packing slip is required with each shipment. Supplier packing slips and/or invoices must reference the provided purchase order number in order to receive payment.

Invoices that are received without Purchase Order information **may NOT** be paid by IDEA Public Schools and the invoice will be returned to the vendor/supplier. **Requisition numbers are not valid authorization to purchase or order goods and services.**

The process for obtaining a Purchase Order is as follows:

1. IDEA Public Schools employees who are authorized to order goods and services must first obtain a quote from IDEA approved/awarded vendors
2. The IDEA Public Schools employee enters a Requisition based on the quote
3. The Purchasing Department issues a Purchase Order based on the Quote and Requisition
4. Purchase Order is sent to the vendor/supplier
5. The Vendor/Supplier delivers product(s) or performs services – limited to scope and quantities on the Purchase Order, Contract, or Solicitation Document. Prior approval is required for change orders to scope and quantities. **Do not deliver or perform above the PO unless you receive an official change order.**
6. Vendor submits Invoice with the Purchase Order number printed on the Invoice to Accounts Payable at payable@ideapublicschools.org.
7. IDEA Public Schools pays the invoice (normal NET 30) if it conforms with the Purchasing Policy and any change orders issued.

All orders must be delivered to the appropriate IDEA Public Schools location on the Purchase Order and not to any other personnel or department. If you have any questions regarding this policy, please contact the Purchasing Department at purchasing@ideapublicschools.org.

Jose Perez
Director of Procurement & Contract Services

******By Signing this agreement you agree not to provide any goods or services without an IDEA Public Schools Issued Purchase Order. If a purchase order has not been received prior to providing goods or services, you are hereby informed that payment may not be rendered.******

Vendor Printed Name _____

Date _____

Vendor Signature _____



Invitation for Bid: #3-CNPWH-1023 Water Heaters
Bid Posting: Monday, July 31, 2023
Bid Due Date: Wednesday, September 6, 2023 @ 2:00PM CST
Contact: Damaris Morales, CNP Procurement Analyst

END OF IDEA PUBLIC SCHOOLS IFB

PACKAGE FOR CHILD NUTRITION PROGRAM DEPARTMENT