IDEA Public Schools

Invitation for Bid

For
Merchandiser

18-CNPMERCH-0424

Invitation for Bid: 18-CNPMERCH-0424 Merchandiser
Bid Posting: January 31, 2024
Bid Due Date: Wednesday, March 20, 2024, at 2:00 PM CST
Contact: cnpprocurement@ideapublicschools.org

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: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

VENDOR CERTIFICATION/ACCEPTANCE
By signing, respondent hereby certifies that respondent has read, understands, and agrees that acceptance by IDEA Public Schools of the bidder's offer by issuance of a purchase order will create a binding legal 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 merchandiser, freight, delivery, and outlet change installation (if needed).
- Dealer 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 equipment provided. Orders will be placed by the IDEA Public Schools and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. Invoices should be submitted to IDEA Public Schools ATTN: Child Nutrition Program Accounts Payable via email at; cnpaccountspayable@ideapublicschools.org 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 more than 76,000 students in 69 schools throughout the Rio Grande Valley, San Antonio, Austin, and El Paso, Louisiana, and Florida in the 2021-2022 school year. IDEA is committed to "College for All Children" and has sent 100% of its graduates to college for six consecutive years. In the 2021-22 school year, IDEA will serve 77,000 students. IDEA will operate 194 schools by 2023. 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

IDEA is soliciting an Invitation for Bids for Purchase and Delivery of a merchandiser for the listed campuses identified in **Attachment L**. The merchandisers shall be delivered by **June 30, 2024**.

Each vendor shall furnish the information required in the bid package. The vendor shall sign first page of this bid and all addenda(s) (if issued). The person signing the proposal 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. Deliveries shall be made no later than June 30, 2024.

c. IDEA does not pay Federal Excise Taxes. Tax exemption certificates will be provided upon request.

d. The vendor may offer an "equal" product or product exceeding specifications as an alternate proposal. Final determination of whether an item is an "approved equal" remains with IDEA.

e. Bids submitted on forms other than the IDEA forms or with different terms or provisions may be considered as non-responsive proposals.

f. All bids shall remain firm for a term of 120 days after IFB solicitation period is closed.

g. The vendor shall certify that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award.

3.RESERVATIONS

IDEA expressly reserves the right to:

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

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

c. Reject any or all proposals.

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

e. Procure any item by other means.

f. Increase or decrease the quantity specified in the proposal unless the offeror specifies otherwise.

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4. TENTATIVE SCHEDULE OF EVENTS

Date Solicitation Opens:	**January 31, 2024**
Pre-Bid Meeting Date and Time:	**Thursday, February 15, 2024 @ 11:00 AM CST**
Deadline for Written Questions & Approved Equal's Request:	**Friday, February 16, 2024 @ 2:00 PM CST**
Deadline for responses from IDEA Public Schools:	**Friday, February 23, 2024**
IFB Due Date and Time:	**Wednesday, March 20, 2024 @ 2:00 PM CST**
Bid Opening	**Wednesday, March 20, 2024 @ 2:00 PM CST**
Targeted Board Meeting	**April 26, 2024**

IFB packet will be available at **10:00 AM CST on Wednesday, January 31, 2024**, at the **Headquarters Office located at 2115 W. Pike, Weslaco TX 78596**, 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 deadline for submitting bids for this IFB is **Wednesday, March 20, 2024, @ 2:00 PM CST.**

The pre—bid conference call will be held via **Microsoft Teams: Meeting ID: 227 121 966 73 / Passcode: pw74HE**. Any pre—bid information given to one prospective vendor will be furnished to all prospective vendors as an Addendum if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed vendor.
Bid opening will be held via web on **Microsoft Teams: Meeting ID: 237 276 839 699 / Passcode: uS7vvJ** on time and date indicated in **Section 4., Schedule of Events**. Respondents may log in or call to view results of submissions. During that time, only respondent(s) name and grand totals will be read aloud.

If you have any questions regarding this IFB process, please contact the Child Nutrition Program Procurement Department via email at cnpsolicitations@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.**

5.NOTICE TO ALL VENDORS

a. Vendor shall keep IDEA advised of any changes in order(s) status.

b. All submittals are to be for **merchandisers** 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.

c. IDEA encourages HUB vendor participation, if vendor is a state-certified HUB vendor (Historically Underutilized Business) and/or certified MWBD vendor (Minority and Women-owned Business), certification must be included in submittal.

d. All pricing and any award under this IFB shall be available for all IDEA departments and divisions and any other entity purchasing through IDEA.

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

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

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. Scope of work including equipment specifications will be listed in **Attachment "L"**. For this reason, vendors are discouraged from describing any deviations simply as "equal" or "exceeds" the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the template provided. Failure to do so may result in the rejection of the bid and or product for non-compliance.

C. IDEA intends to obtain equipment for all locations listed in this IFB. The actual locations of bid items may vary according to the needs and funding. Vendor will be responsible for delivery to the locations listed in **Attachment "M"**.

D. Equipment warranty shall be compliant with standard manufacturer warranties and any additional warranties established by dealers/supplier (vendor).

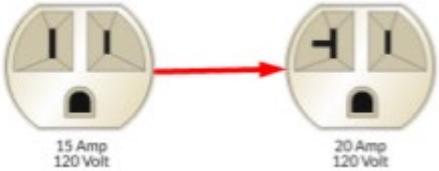
E. Vendor is responsible for the equipment purchased from transport through delivery.

F. Bids must show manufacturer, brand or trade name, lot number, etc., of article offered and must meet the following option(s):

- Color: Black
- Dimensions: (includes end panels) 71.25 x 33 x 78 in (1810 x 838 1981 mm)
- Model: VRSS7278C
- Accessories: Skirt w/ 4" casters or legs
- Accessories: Black polycarbonate removable locking security cover
  ADDITIONAL ACCESSORIES:
- 3500K LED lights below shelves
- Clear or reflective glass, sliding rear doors (solid hinged on 36" cases)

ADDITIONAL SCOPE OF WORK FOR INSTALLATION, IF NEEDED:

- Electrician may be needed to make an outlet change. Example below.
- Max Amp needed for the merchandiser is 15 Amp.
- Plug must be 220 volts



***"Approved equals" will be accepted but the full specifications will need to be provided in addition to your bid, similar to the specifications provided above.**

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

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

9.PROCUREMENT CONDITIONS/ GENERAL TERMS

Procurement of the items under this IFB shall be in accordance with the IDEA Public Schools Purchasing Policy[1] 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 on the basis of 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.
5. All bids must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the deviations and exceptions form. Deviations or exceptions stipulated in a Vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this IFB to be part of a contractual obligation may result in the Vendor's

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

proposal being disqualified. In the absence of any deviation(s) identified and described in accordance with above, Vendor must fully comply with the Terms and Conditions, Proposal Specifications, and all other requirements associated with this bid solicitation. Every deviation from the bid items requested must have its own individual **Exception or Deviation template located in Attachment "K".**

6. IDEA assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a bid or any amendments or addenda, participating in pre-bid conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by 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 Vendors proposal unless otherwise clearly stated in writing in Vendor's proposal. 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 form 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 the IDEA of any anticipated disruption of services or delivery of products.

10. All prices in Vendor's proposal should remain firm for the Term of the Agreement. Any price changes shall be presented to IDEA, for acceptance or rejection by IDEA, in its sole discretion, using the same format as was accepted in Vendor's original 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 manufacturer's/distributers' impact (if any).

Procurement Conditions/ General Terms Continued…

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 within 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.

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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.
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. IDEA may during term of award add additional campuses/delivery locations to be included as part of the agreement resulting from this IFB solicitation.

14. Vendor is required to provide IDEA with copies of certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to IDEA prior to the commencement of any work under this Agreement. All policies of insurance shall waive all rights of subrogation against IDEA. 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 proposal.

Procurement Conditions/ General Terms Continued…

a. The successful Vendor/Contractor will at a minimum carry and maintain Workers' Compensation, General Liability, and Property Damage Liability Insurance. Insurance Certificates must be submitted with the bid. IDEA reserves the right to review all insurance policies pertaining to this IFB to guarantee that the proper coverage is obtained and maintained by the Vendor/Contractor.

i. Vendor/Contractor shall keep in full force and effect the following minimum limits of insurance (or higher):

ii. General Liability: Vendor/Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: **$1,000,000.00** per occurrence and **$2,000,000.00** general aggregate. The policy shall include liability arising out of premises, operations, independent contractors, personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Vendor/Contractor or anyone directly or indirectly employed by Vendor/Contractor. Such policy shall name IDEA as an Additional Named Insured and include a Waiver of Subrogation Clause.

iii. Workers' Compensation: Vendor/Contractor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.

b. Each insurance policy to be furnished by the successful Vendor/Contractor shall include "IDEA Public Schools" as a certificate holder, as Additional Named Insured, and include a Waiver of Subrogation

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Clause. Please note a certificate of insurance showing named insured is not adequate to establish this status or fulfill this requirement.

c. Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.

d. Vendor/Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor/Contractor shall keep the required insurance coverage in full force and effect at all times during the term of the Agreement, or any extension thereof, during any warranty period, of the Agreement.

14. 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/manufacturer's warranty is less than the required period, the Vendor shall warrant the goods and/or services to the full extent as provided by the Vendor/manufacturer. IDEA 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.

15. 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.

16. 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

17. 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.

18. Bids may be withdrawn only by delivery of a written request to IDEA – Child Nutrition Program Director of Finance and Procurement prior to the specified deadline time/date stated in the IFB. The authorized signatory must sign such requests.

19. Bids received will become a part of the IDEA's official files without further obligation to the respondents.

20. 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.

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Procurement Conditions/ General Terms Continued…

21. A response does not commit IDEA to award a purchase agreement or a contract. IDEA does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IDEA.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. LIMITATIONS AND NO WAIVER OF GOVERNMENTAL IMMUNITY: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TYPES OF CONTRACTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. THE CONTRACTOR FURTHER ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS RFQ AND/OR IN ANY RESULTING CONTRACT WITH IDEA SHALL BE CONSTRUED AS A WAIVER OF

ANY GOVERNMENTAL, STATUTORY, OR SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

31. 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.

32. 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.

33. 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.

34. 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.

35. MODIFICATIONS: The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.

36. INTERPRETATION OF EVIDENCE: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

37. 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

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Procurement Conditions/ General Terms Continued…

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.

38. 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.

39. LEGAL VENUE: Both parties agree that venue for any litigation arising from the contract shall lie in Hidalgo, Texas.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

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 IFB # **(18-CNPMERCH-0424)**, Respondents' name and address **(it is very important to include the IFB #).** Bid packages must be delivered to and received prior to the deadline of **Wednesday, March 20, 2024, no later than 2:00 PM CST**.

Child Nutrition Program – Finance & Procurement
IDEA Public Schools, 2115 W. Pike Blvd Weslaco, TX 78596
(956) 377-8000

Initials here

12.TITLE PAGE

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

See cover sheet below:

Child Nutrition Program

A Bid Submitted in Response to

IDEA Public Schools

Invitation for Bid #18-CNPMERCH-0424

Submitted by:

_____

(Full Legal Name of Respondent)

On:

_____

(Date of Proposal Submission)

13.IFB RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.
   - Title Page
   - Business Identification
   - Additional Requirements
   - Compliance with Specifications
   - Specification / 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: Proposal must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the qualifications.

NAME:_____SSN:_____

NAME:_____SSN:_____

Initials here

15.ATTACHMENTS

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

1. Attachment A - Certification of Respondent
2. Attachment B – Certification Regarding Clean Air and Water Acts
3. Attachment C – Certification Regarding Work Hours & Safety Standards
4. Attachment D – Certification Regarding Davis-Bacon Act
5. Attachment E - Certification Regarding Drug-Free Workplace
6. Attachment F – Conflict of Interest 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 – Specifications – Cost submittal
13. Attachment M – Delivery Locations
14. Attachment N – Terms and Conditions for Contracts Paid with Federal Funds
15. Attachment O – IDEA Vendor Package

Initials here

Invitation for Bid: 18-CNPMERCH-0424 Merchandiser
Bid Posting: January 31, 2024
Bid Due Date: Wednesday, March 20, 2024, at 2:00 PM CST
Contact: cnpprocurement@ideapublicschools.org

ATTACHMENT "A"

CERTIFICATION OF RESPONDENT

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

Signature of Authorized Agent: _____

Printed Name and Title of Agent: _____

Name of Firm: _____

Address: _____

Telephone Number: _____

FAX Number: _____

Contact Person: _____

Email Address (if applicable): _____

Web Site Address (if applicable): _____

_____
Initials here

Invitation for Bid: 18-CNPMERCH-0424 Merchandiser
Bid Posting: January 31, 2024
Bid Due Date: Wednesday, March 20, 2024, at 2:00 PM CST
Contact: cnpprocurement@ideapublicschools.org

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

_____
Initials here

Invitation for Bid: 18-CNPMERCH-0424 Merchandiser
Bid Posting: January 31, 2024
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Contact: cnpprocurement@ideapublicschools.org

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.

Initials here

- 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: 18-CNPMERCH-0424 Merchandiser
Bid Posting: January 31, 2024
Bid Due Date: Wednesday, March 20, 2024, at 2:00 PM CST
Contact: cnpprocurement@ideapublicschools.org

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

_____
Initials here

Invitation for Bid: 18-CNPMERCH-0424 Merchandiser
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Contact: cnpprocurement@ideapublicschools.org

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 statue 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 statue 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

_____
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Invitation for Bid: 18-CNPMERCH-0424 Merchandiser
Bid Posting: January 31, 2024
Bid Due Date: Wednesday, March 20, 2024, at 2:00 PM CST
Contact: cnpprocurement@ideapublicschools.org

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 proposal.

Initials here

Invitation for Bid: 18-CNPMERCH-0424 Merchandiser
Bid Posting: January 31, 2024
Bid Due Date: Wednesday, March 20, 2024, at 2:00 PM CST
Contact: cnpprocurement@ideapublicschools.org

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

Initials here

ATTACHMENT "G"

EQUAL OPPORTUNITY AND NONDISCRIMIANTION

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

EEO Laws, Rules, Guidelines, Regulations

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

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

Initials here

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Contact: cnpprocurement@ideapublicschools.org

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

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

_____
Name of Organization/Firm

_____ _____
Signature of Authorized Representative Date

_____
Print Name and Title of Authorized Representative

_____
Initials here

Invitation for Bid: 18-CNPMERCH-0424 Merchandiser
Bid Posting: January 31, 2024
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Contact: cnpprocurement@ideapublicschools.org

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 proposal.

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

_____
Initials here

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Contact: cnpprocurement@ideapublicschools.org

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 proposal.

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

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.

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Contact: cnpprocurement@ideapublicschools.org

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: _____

_____
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Contact: cnpprocurement@ideapublicschools.org

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

_____
Initials here

Invitation for Bid: 18-CNPMERCH-0424 Merchandiser
Bid Posting: January 31, 2024
Bid Due Date: Wednesday, March 20, 2024, at 2:00 PM CST
Contact: cnpprocurement@ideapublicschools.org

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 proposal 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

_____

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Additional Page to Attachment K.

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ATTACHMENT "L"

SPECIFICATIONS – PRICING

Type	Specification	Quantity	Unit Cost (USD)	Extended Cost (USD)	Estimated Installation Date *see section 2 of IFB
Standard Model with Bonus Accessories	• Color: Black • Dimensions: (INCLUDED END PANELS) 71.25 X 33 78 in (1810 X 838 X 1981 MM) • Model: VRSS7278C • Accessories: Skirt w/ 4" casters or legs • Accessories: Black polycarbonate removable locking security cover OPTIONAL ACCESSORIES: • 3500K LED lights below shelves • Clear or reflective glass, sliding rear doors (solid hinged on 36" cases)	11	$	$	
Additional Scope of Work for installation, <u>if needed</u>	• Electrician may be needed to make an outlet change • Max amp needed for the merchandiser is 15 Amp. • Plug must be 220 volts • See "Section 6" for example	11	$	$	
Delivery/Shipping Cost:				$	

***"Approved equals" must be approved by IDEA. Please provide the full specifications on a separate document in addition to your bid. Specifications for any deviations should be listed out similar to the specifications provided above.**

Merchandiser Unit Price	$_____
Delivery/Shipping	$_____
Outlet Change (if needed)	$_____
TOTAL COST	**$_____**

_____
Initials here

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ATTACHMENT "M"

DELIVERY LOCATIONS

Campus	Address	Delivery date: No later than June 30, 2024
SAN ANTONIO		
IDEA Eastside	2519 Martin Luther King Dr. San Antonio, Texas 78203	June 30, 2024
IDEA Brackenridge	5555 Old Pearsall Rd San Antonio, TX 78242	June 30, 2024
IDEA Judson	13427 Judson Rd. San Antonio, Texas 78233	June 30, 2024
RIO GRANDE VALLEY		
IDEA Palmview	4100 N. Schuerbach Rd. Palmview, Texas 78572	June 30, 2024
IDEA Toros	3300 East Texas Road Edinburg, Texas 78542	June 30, 2024
AUSTIN		
IDEA Kyle	640 Philomena Dr. Kyle, Texas 78640	June 30, 2024
IDEA Round Rock	3301 Greenlawn Blvd Round Rock, Texas 78664	June 30, 2024
TARRANT COUNTY		
IDEA Rise	3000 S. Cherry Lane Fort Worth, TX 76116	June 30, 2024
HOUSTON		
IDEA Spears	2010 Spears Rd. Houston, TX 77067	June 30, 2024
PERMIAN BASIN		
IDEA Yukon	7300 East Yukon Road Odessa, Texas 79765	June 30, 2024
EL PASO		
IDEA Mesquite Hills	11881 Dyer St., El Paso, Texas 79934	June 30, 2024

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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.

Initials here

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

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

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

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

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

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

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

Company Name: _____

_____ _____

Signature of Authorized Representative | Date Signed

_____

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ATTACHMENT "O"

VENDOR PACKET

IDEA's Vendor Packet will be provided once intended awardee(s) have been identified.

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END OF IDEA PUBLIC SCHOOLS

IFB

PACKAGE FOR CHILD NUTRITION PROGRAM DEPARTMENT

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