

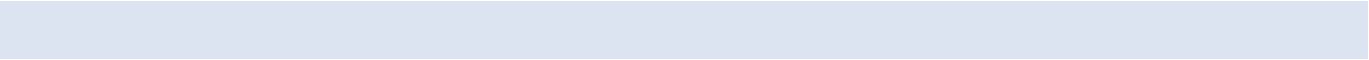


Reject any or all proposals.

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

Procure any services by other means.

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



An RFP packet will be available at **8:00 AM CST on Monday, Novem**



Work with the Procurement Department to p



- a. IDEA reserves the right to cancel any resulting contract due to unacceptable prices variances from the price agreed-upon through this RFP. The contracted vendor shall provide advance notice/notification when an increase in price occurs for an item. This will allow IDEA an opportunity to search and approve a substitute item of equal or greater quality.
- b.

3) All proposals must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the deviations and exceptions form. Deviations or exceptions stipulated in a response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in disqualification. In the absence of any deviation(s) identified and described in accordance with above, Vendor must fully comply with the Terms and Conditions, Proposal Specifications, and all other requirements associated with this bid solicitation.

4)

certificate, if required.

- o) Each invoice should be verified by IDEA for accuracy.
- p) If a credit is due, the next/subsequent invoice must show the credit owed and applied.
- q) If IDEA denies or rejects a product deemed unacceptable, the IDEA-HQ staff will make a notation directly on the invoice, initial and date it, along with the initials of the delivery driver

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. For coverages

IDEA

shall be primary and non-contributor

shall name IDEA Public Schools as Additional Insured on their policy.

practicable,

defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities produced in the

consist of agricultural commodities that are grown in the United States. For foods that are processed, agricultural commodities must be domestic and for foods that are processed, they must be processed domestically using agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the United States. The product label must designate the United States, or its territories, as the country of origin. IDEA requires Vendor to certify compliance with the Buy American provision, as defined in 7 CFR § 210.21(d).

1. Vendors shall provide certification of the domestic content in the parts, components, and other elements contained in the product, including specific information about the percentage of U.S.

supplier(s) are unable or unwilling to certify compliance with the Buy American provision, or applicability of an exception to the Buy American provision, IDEA may decide not to purchase from Vendor. IDEA may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement. **Any exception to the Buy American Provision must be explicitly stated on the deviations of this proposal and include the country of origin, and percent (%) of U.S. content for each item.** Exceptions to the Buy

notice shall not impair IDEAs 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

purpose of or having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.

12.



<https://ideapublicschools.org/our-story/national-board-of-directors/> (lower right hand side).

24. **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.
25. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Hidalgo, Texas.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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



- b. Continuous delivery of product or services rendered that fails to meet the Scope of Work;
- c. Continuous delivery of product that is defective or fails to pass product inspection;
- d. Continuous failure to meet required delivery timelines (three times or more);
- e. Continuous failure to timely supply the awarded products or services at the contract price (more than one time);
- f. Failure to provide, within a reasonable time and where required by the Agreement, information reasonably requested by IDEA CNP including, but not limited to, information requested of these Terms and Conditions
- g. Selling

Regarding Conflict of Interest stating adherence to IDEA Board policy regarding free and open competition and conflicts of interest.

35. The IDEA is exempt from federal excise tax, state, and local tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.

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 Procurement Manager  
Pike Blvd

-8000

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

1. The proposals must have been submitted by the due date and
2. The proposals must be complete with signatures in blue ink.  
The proposals must be for the specific services requested and described in the RFP.  
The proposals must be submitted in the format described in the RFP.
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.

IDEA intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. IDEA compliance with the administrative requirements of the RFP. IDEA will also determine whether the Proposer is one with whom the Authority can or should do business. 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 aw00009E39(Rny)]4( o-38(tnn)] TJETQq0.00000912 0 612 792 reW\*nBT/F3 10.02 Tf1 0 0







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

The attachments listed below are required and should be included with the proposal. **Attachment C** is required to ensure that no potential conflicts of interest exist with IDEA2 Tf8(cting a v)5(end)3(othe )51(pr)-2(opo)3(sal.)5( )] TJETQR

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### 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:**

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Printed Name and Title of Agent:

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Name of Firm:

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Address:

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Telephone Number:

---

FAX Number:

---

Contact Person:

---

Email Address (if applicable):

---

Web Site Address (if applicable):

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**C**

**CERTIFICATION REGARDING WORK HOURS AND SAFETY STANDARDS**





## 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  
availability of counseling, rehabilitation and employee -free workplace, the



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIO

Section 101(b)(2) of the Ethics of Public Officers and Employees Law

SECTION I

1. Name of the candidate: [Redacted]

2. Office to which the candidate is running for election: [Redacted]

3. Name of the candidate's spouse: [Redacted]

4. Name of the candidate's child: [Redacted]

5. Name of the candidate's parent: [Redacted]

SECTION II

6. Name of the candidate's employer: [Redacted]

7. Name of the candidate's business partner: [Redacted]

Yes  No

8. Name of the candidate's business partner: [Redacted]

9. Name of the candidate's business partner: [Redacted]







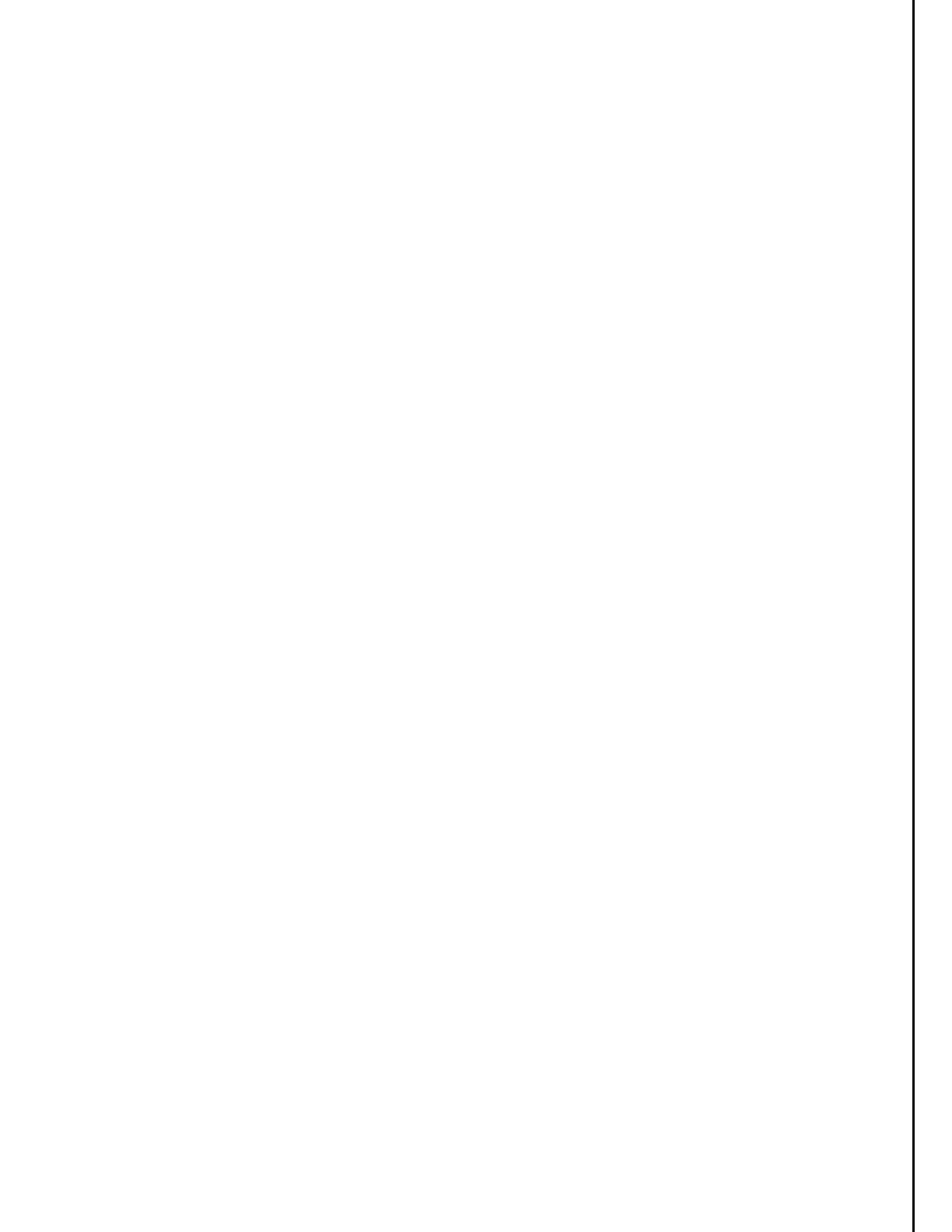




**J**

**CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**









compensation to which he or she is otherwise entitled. The School must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by School in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of



- J. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
- K. Procurement of Recovered Materials. School and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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



IDEA Public Schools ~~VA~~ ~~PA~~ ~~BY~~ ~~PA~~ ~~AD~~ ~~IN~~ ~~IN~~

Vendor no. assigned

Revision to Vendor File

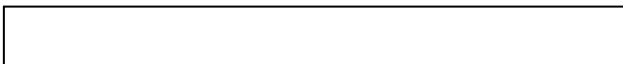
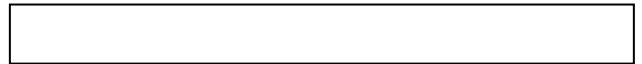
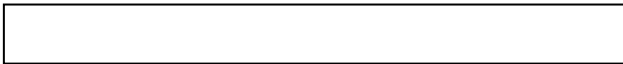
Name: \_\_\_\_\_

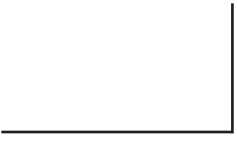
**Remit to Address (if different)**

Medical Payments

Form 1099: Box 1  
Form 1099: Box 6  
Form 1099: Box 7





## **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.

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