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

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Bidder's Initials: _____

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Bidder's Initials: _____

IDEA Public Schools (IDEA) is a growing network of tuition

Bidder's Initials: _____

i. Waive minor deviations from the specifications when it is determined that the total m5 (f)3 486.24 719.1 Tm[(CN)-1.6 (P)]TJET ( )0.m A 81.12 sot Wxa.1 (s)-1.02 51

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

Bidder's Initials: _____

REFRIGERATED TRUCKS FOR IDEA SCHOOLS
GENERAL INFORMATION

1) The bid item list and specifications that follow are specific requirements. Any deviation or comparable product must be properly identified and be accepted by IDEA Public Schools through individual submittals of Attachment

Bidder's Initials: _____

Bidder’s Initials: _____

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(

Bidder’s Initials: _____

c) Automotive Liability:

Bidder’s Initials: _____

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

16) All goods and/or services provided by the Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of IDEA's acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/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 Ptsei9

Bidder's Initials: _____

24) IDEA reserves the right to contact any individual, agency, or employers listed in the IFB, to contact others who may have experience and/or knowledge of the respondent's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.

25) Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of IDEA, or to any consultant, employee, or member of IDEA for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.

26) This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by either party in whole or in part in the event of the other party's substantial failure to fulfill its obligations under this agreement through no fault of the terminating party. The defaulting parting must provide written notification of the default and intent to terminate within a minimum of ten (10) business days. At IDEA's option, and in addition to any other remedies it may have available, IDEA reserves the right to terminate the Agreement if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitutes grounds for termination:
    a. Default in the payment of any fees, including timely remittance of Service Fee due to;
    b. Continuous delivery of product or services rendered that fails to meet the Scope of Work;
    c. Continuous delivery of product that is defective or fails to pass product inspection;
    d. Continuous failure to meet required delivery timelines (three times or more);
    e. Continuous failure to timely supply the awarded products or services at the contract price (more than one time);
    f.

Bidder's Initials: _____

IDEA reserves the right to enforce the performance of the Agreement and/or procurement solicitation in any manner prescribed by law or deemed to be in the best interest of IDEA. IDEA may exercise any or all the following rights:

a)IDEA

Bidder's Initials: _____

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

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

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

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

Janet Fuentes, CNP Procurement Manager
Christopher Ruiz, CNP Director of Finance and Procurement
Samuel Arevalo, CNP Procurement Analyst
IDEA Public Schools 2115 W.
Pike Blvd Weslaco, TX 78596
(956MCIDy 0 Tw 8. (956)6.eW.ages84nd recei96-I800-1.1 (.)0.6 (D)-1-I800-1.b

Bidder's Initials: _____

Finalists may be asked to

Bidder’s Initials: _____

ATTACHMENT “A”

CERTIFICATION OF RESPONDENT

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

Signature of Authorized Agent : _____

Printed Name and Title of Agent:

Bidder’s Initials: _____

ATTACHMENT " C"

CERTIFICATION REGARDING WORK HOURS AND SAFETY STANDARDS

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The undersigned subcontractor certifies it will comply with the contract work hours and safety standards act:

- No contractor or subcontractor contrabe

Bidder's Initials: _____

ATTACHMENT " D"

CERTIFICATION REGARDING DAVIS-BACON ACT

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay woyssc a es the ntparSwagee.1 (s)-k ( )0.6 ( )0.5

Bidder's Initials: _____

IDEA Public Schoo

#05-IFB-CNP-2122

ATTACHMENT " F"

CERTIFICATION REGARDING CONFLICT OF INTEREST

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

- &No manager, employee or paid consultant of the Respondent is a member of the Board, or an employee of IDEA Public Schools;
- &No manager or paid consultant of the Respondent is married to a member of the Board, the CEO, or an employee of IDEA Public Schools;
- &No member of the Board, the CEO or an employee of IDEA Public Schools is a manager or paid consultant of the respondent;
- &No member of the Board, the CEO or an employee of IDEA Public Schools owns or controls more than 10 percent in the Respondent;
- &No member of the Board, CEO, or employee of IDEA Public Schools receives compensation from Respondent for lobbying activities as defined in Chapter 305 of the Texas Government Code;
- &Respondent has disclo (c)3.7 7 (an)du 7pter 305 of the Tex9 Tw 1.126 -1.328 TMBsin3 (i)-1Dn 9 Tw 1.12

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Bidder's Initials: _____

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:

- x Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- x 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.
- x Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- x Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- x Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- x Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- x 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).
- x Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.

Bidder's Initials: _____

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

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

Staff at all levels is responsible for active program support and personal

ATTACHMENT “H”

Bidder’s Initials: _____

ATTACHMENT " I"

CERTIFICATION REGARDING LOBBYING

PROCUREMENT

Bidder's Initials: _____

ATTACHMENT " J"

CERTIFICATION REGARDING DEBARMENT

Non-Federal entities are prohibited from contracting with or making subawards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $100,000. Contractors receiving individual awards of $100,000 or more and all sub-recipients must certify that the Firm and its principals are not suspended or debarred.

Bidder's Initials: _____

ATTACHMENT “K”

Approved Equals Form

Change Form/ Request for Approved Equals

Attachment "K"

Company Requesting Name: Date:

Contact Name: Phone:

Address: Email:

Bid Item #

Change Requested:

Comments/Reason for Change:

IDEA Public Schools - CNP Use Only:

Reviewed by: Title:

Date: Number of Request:

Action Taken: Approved Denied

Comment:

Note: A separate form must

Bidder’s Initials: _____

IDEA Public Schoo

#05-IFB-CNP-2122

ATTACHMENT " N"

Terms and Conditions for Contracts Paid with Federal Funds

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

A. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at $250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

B. Termination for Cause and Convenience. All contracts in excess of $10,000 must address termination for cause and for convenience by the School, including the manner by which it will be affected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

D. Davis-Bacon Act. When required by Federal program legislation, all prim m 15.96215

Bidder's Initials: _____

subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The School must report all suspected or reported violations to the Federal awarding agency.

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

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of ‘‘funding agreement’’ under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the

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

J. Byrd Anti-L4961reW nBT/4 0 10.98 1275e0.001 Tw 7 (r)0-(. C ( )0.[(L49613(ho)2e2)npO02) (

ATTACHMENT " O" – Vendor Package

Bidder's Initials: _____

IDEA Public Schools
2115 W. Pike Boulevard
Weslaco, Texas 78596
Phone 956.377.8000
Fax 956.447.3740

CONFLICT OF INTEREST

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

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

If you have any questions, please contact:

Jennifer Ornelas, Finance Procurement Analyst
P.956-373-3819 | jennifer.ornelas@ideapublicschools.org

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

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4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section De(t)-9.6 (e 0 Td c 0.01 Twy2.6 (0)-1.60 c 0.00 (e 0 T3 c 0.0(t)2wy2.6 0 (fi)-1..2 (30.0).3 (Tme)13Ae)]TJ)0 To

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may

SB9 FORMS

Criminal History Review of Contractor Employees

Texas Education Code § 22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding "covered employees."

Definitions:

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

solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The schooland the charter districts must report all suspected or reported violations to

END OF IDEA PUBLIC SCHOOLS IFB

PACKAGE FOR CHILD NUTRITION PROGRAM DEPARTMENT

Bidder's Initials: _____