

IDEA Public Scho
#03-RFPCNP

3.1 TITLE PAGE..... 21

3.2 RFP RESPONSE FORM AND CONTENT..... 22

3.3 RESPONDENT IDENTIFICATION..... 22

3.4 ADDITIONAL REQUIREMENTS..... 23

3.5 NOTICE TO RESPONDENTS..... 24

ATTACHMENTS..... 24

Bidder's Initials: _____

h. The vendor shall certify and ensure that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award. If any suspension or debarment is noticed (even if being contested) or goes into effect after submittal, the vendor shall promptly notify IDEA within 24 hours.

i. "Reservations". IDEA expressly reserves the right to:

Waive minor deviations from the specifications when it is determined that the total cost to 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.

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

Reject any or all proposals.

Amend a proposal prior to proposal opening date to extend or make changes to specification. o.1

Bidder's Initials: _____

Weslaco, Texas 78596 Attn: CNP Department.

Utilizing the RFP method of procurement, IDEA Public Schools is requesting proposals from Respondents for delivery and installation of kitchen equipment as part of IDEA's Kitchen Face Lift initiative.

IDEA is interested:

- a. Vendor shall keep IDEA advised of any changes in order(s) status.
- b. Pricing shall remain open to acceptance and shall be irrevocable for a period of One Hundred and Twenty (120) Days after the Request for Proposal closing date.
- c. Questions regarding this proposal must be in writing and emailed to CNP Procurement Staff at cnpprocurement@ideapublicschools.org by **Thursday, June 2nd**

Bidder's Initials: _____

- a. The specifications that follow are minimum basic requirements. Any deviation or comparable must be properly identified and be acceptable by IDEA Public Schools. For this reason, vendors are discouraged from describing any deviations simply as "equal" or "exceeds" the defined requirements: Instead, vendors must properly identify the equivalent through individual submittals of Attachment "K" included in this RFP packet, one for each deviation. Failure to do so may result in the rejection of the bid and or product for non-compliance.
- b. The factory name and location shall be submitted with the bid. Installation of equipment must be performed at the cafeteria location identified in the requirements below. There are no exceptions. Installation of equipment must be scheduled with the Cafeteria's Regional Manager or Cafeteria Manager indicated in the requirements below.
- c. The district intends to purchase the types and quantities of kitchen equipment listed in the RFP. The actual number purchased of any equipment may be adjusted up or down according to the district's needs and funding.

d. The district's intent is to purchase the types and quantities of kitchen equipment listed in the RFP. The actual number purchased of any equipment may be adjusted up or down according to the district's needs and funding.

Bidder's Initials: _____

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

Bidder's Initials: _____

IDEA reserves the right to require additional insurance should IDEA deem additional insurance necessary, in IDEA's sole discretion. Proof of insurance coverage must be submitted with the proposal. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements

Bidder's Initials: _____

American Provision must be explicitly stated on the deviations of this proposal and include the country of origin, and percent (%) of U.S. content for each item. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by IDEA upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official of IDEA in advance of delivery; IDEA may set a deadline for such requests to be submitted by Vendor. The request must include:

- a. Alternative substitute(s) that are domestic and meet the required specifications:
 - ii) Price of the domestic food alternative substitute(s); and
 - iii) Availability of the domestic alternative substitute(s) in relation to the quantity

Bidder's Initials: _____

6. Proposals

Bidder's Initials: _____

the benefits established for IDEA employees, nor be covered by IDEA's Workers' Compensation Program.

16. 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

Bidder's Initials: _____

recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

19. 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.

20. WAIVER: No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciate fo0.5 (of)3.5 TD [(id35 0 Td [4 (ai)1.5 (v)4561.4 (ai)1.5 5v)4 ((w)4.De]TJ-1.3 ()-(i)1.4 1.4

Bidder's Initials: _____

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.

Bidder's Initials: _____

Vendor agrees that IDEA shall not be liable for damages in the event that IDEA declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

32. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, 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.
33. 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.
34. Prior to award of any purchase agreement or contract, a Respondent must sign a Certification 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
2115 W. Pike Blvd
Weslaco, TX 78596
(956) 377-8000

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 time.
2. The proposals must be complete with the original signatures

Bidder's Initials: _____

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

Bidder's Initials: _____

by current awarded respondent.

2.11 HOW TO SUBMIT A BID?

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

Janet Fuentes, CNP 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
(956) 377-8000

Attn: RFP # 03-RFP-CNP-2122

Bidder's Initials: _____

Bidder's Initials: _____

1. Page/Items to return/include.

Title Page

Table of Contents

Business Identification

Additional Requirements

Compliance with Specifications

Detailed Resumes of Past Experience

Bidder's Initials: _____

Bidder's Initials: _____

ATTACHMENT "A"

Bidder's Initials: _____

IDEA Public Scho

#02-RFPCNP2122

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

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Bidder's Initials: _____

ATTACHMENT "D"

CERTIFICATION REGARDING DAVIS-BACON ACT

Davis-

Bidder's Initials: _____

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

Bidder's Initials: _____

IDEA Public Scho

#02-RFPCNP2122

Bidder's Initials: _____

ATTACHMENT "G"**EQUAL OPPORTUNITY AND NONDISCRIMINATION**

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

EEO Laws, Rules, Guidelines, Regulations

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

- 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.

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, [001 T,284 -pJ 0 Tc 10.02 4q(ex)-1.7 (, r)1 (1.328 T -0 -1.328 (on A)1.3 1.322 Td [(desB7/TT1 1 Tf -0.002 T

Bidder's Initials: _____

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): _____

Bidder's Initials: _____

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 _____
that:

(“Respondent”), certify:

or

- (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: _____

Bidder’s Initials: _____

ATTACHMENT "I"

CERTIFICATION REGARDING LOBBYING

PROCUREMENT

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into-2 (at)3.6 (i)o]6 (i)o]68 g820 (at)3.6 (i)o53r]6 (i)o]o ()0

Bidder's Initials: _____

ATTACHMENT "J"

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Bidder's Initials: _____

ATTACHMENT “K” – Deviations and Exceptions

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

No.	Exhibit, clause number and title	Exception Taken and Reason	Proposed Deviation / Proposed Resolution of Exception	Price / Schedule Impact	IDEA PUBLIC SCHOOLS only (accept/reject)
1					
2					
3					
4					
5					
6					
7					
8					
9					

10

Bidder's Initials: _____

ATTACHMENT "L" – Terms and Conditions for Contracts Paid with Federal Funds

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

- A. **Remedies for Contract Breach or Violations.** Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the School, including the manner by which it will be affected and the basis for settlement.
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D. Davis-Bacon Act

Bidder's Initials: _____

- J. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. ~~Each bidder is to file a certification with the award of \$100,000 or more.~~

Bidder's Initials: _____

ATTACHMENT "M" – Price Submittal

Bidder's Initials: _____

ATTACHMENT "N" – Vendor Packet

Bidder's Initials: _____



IDEA Public Schools
21000 Westpark Drive, Suite 7000
Westpark, Texas 76086
Phone: 956.377.0000
Fax: 956.447.4458

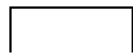
We appreciate your interest in becoming a vendor with IDEA Public Schools. Before we can set you or your business up in our software system and do business with you, please fill out and return the vendor packet in its entirety.

Here are a few things to keep in mind:

- Does your business accept purchase orders?
- Do not perform services or fulfill any orders without an approved purchase order in place.
- IDEA Public Schools is not responsible for materials, supplies or equipment delivered without an approved purchase order.
- IDEA Public Schools has a 30-day net payment policy.
- IDEA Public Schools does not pre-pay vendor for goods or services.
- Do not over ship or substitute items from the original purchase order unless pre-approved by the Purchasing or Accounts Payable Manager or the Director of Procurement.
- Invoices must be rendered on the date of completed shipment of all materials/items on the purchase order. Separate billing for partial shipments is not allowed unless other arrangements have been done with Accounts Payable Manager or Director of Procurement.
- IDEA Public Schools will verify if your business has been debarred or suspended on www.sam.gov
- IDEA Public Schools will verify information on your W9 with the IRS website for TIN matching.
- All invoices should be sent to procurement@ideapublicschools.org

For questions, please contact:

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





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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ^a _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ^a	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number											
				-			-				
or											

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.



IDEA Public Schools
2100 Westpark Drive, Suite 7000
Westpark, Texas 78088
Phone: 956-373-0000
Fax: 956-747-4458

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

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section De(t)-9.6 (e 0 Tdc 0.01 Twy2.6 (0)-1.60c 0.00 (e 0 T3c 0.0(t)2wy2.60 (fi)-1..2 (30.0).3 (Tme)13Ae)TD Tc 0

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

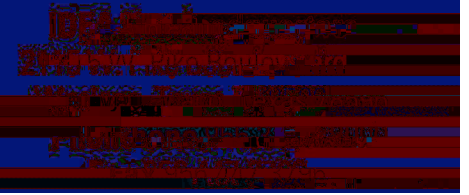
HUMAN RESOURCES

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 school and the charter districts must report all suspected or reported violations to



IDEA
INTERNATIONAL DYSLEXIA ASSOCIATION





IDEA
INTERNATIONAL DYSLEXIA ASSOCIATION

