

Bidder's Initials _____

Calendar of Events

Advertisements January 14 & 21, 2024

Open Solicitation Monday, January 15, 2024

Re Proposal meeting Wednesday, January 31, 2024 @ 10:00 AM CST

Deadline for questions from Vendors Thursday, February 1, 2024 @ 5:00 PM CST

Deadline for responses to questions Wednesday, February 7, 2024 @ 5:00 PM CST

Deadline for Submittals Tuesday, February 27, 2024 @ 2:00 PM CST

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33 RESPONDENT IDENTIFICATION..... 22

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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, 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 is a Texas nonprofit corporation exempt from federal taxation pursuant to Section 501(c)(3) of the U.S. Internal Revenue Code. Funding for IDEA operations and programs are provided through fundraising, philanthropic grants, state, and federal funding.

IDEA Public Schools is soliciting a Request for Proposals (RFP) for Kitchen Facilities equipment and installation for four (4) campus locations.

- a. Each vendor shall furnish the information required by the Contract Documents. The vendor shall sign the proposal, all addenda, and the bid sheet. The person signing the proposal must initial at the bottom of every page, erasures, and/or other changes. Proposals signed by an agent must be accompanied by evidence of the agent's authority unless such evidence has been previously furnished to IDEA.**
- b. Deliveries shall be FOB Destination to IDEA Public Schools destination sites.**

Bidder's Initials: _____

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 at**

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 merchandise shall remain at the vendor's possession until ready to install. IDEA encourages vendors to visit the sites where the equipment will be installed for layout purposes in order to speed up the installation process.
- e Installation of replacement equipment will require the vendor to disconnect and remove the old equipment, placing it in the location identified by the Regional Manager or Cafeteria Manager for each site.
- f General warranties are to include but will not be limited to
 - a Equipment warranty shall be compliant with the specifications i c vivipmo

Bidder's Initials: _____

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 INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

18 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

Bidder's Initials: _____

- 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 non awarded goods or services to IDEA CNP under this Agreement;
- h. Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to IDEA CNP unless caused by a Force Majeure event
- i. Failure to meet schedules, deadlines and/or delivery dates within the time specified in this Agreement, the procurement solicitation and/or a purchase or work order;
- j. Otherwise fail to perform in accordance with this Agreement and/or the procurement solicitation

IDEA also reserves the right to terminate the Agreement immediately, with written notice to Vendor; if IDEA believes, in its sole discretion that it is in the best interest of IDEA to do so 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. All Supplemental Contracts, purchase orders, and/or orders for goods or services issued by IDEA and accepted by Vendor shall survive the expiration or termination of this Contract. During the term of any Supplemental Contract entered into between Vendor and IDEA, all terms of this Contract shall continue to apply to the Supplemental Contract.

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. IDEA may exercise any or all the following rights:

- a. IDEA may take possession of the assigned premises and any fees accrued or becoming due to date
- b. IDEA may take possession of all goods, fixtures and materials of successful offeror therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
- c. IDEA reserves the right to award canceled contract to next lowest and best offeror as it deems to be in the best interest of IDEA.
- d. In such event, the IDEA may charge the successful offeror the difference for any additional cost of such item.

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.

Bidder's Initials: _____

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.

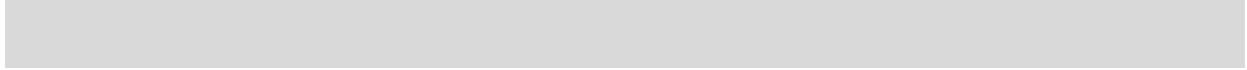
IDEA Public Schools
Attn: CNP Procurement Manager
2115 W Pike Blvd
Weslaco, TX 78596
(956) 377-8000

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 in blue ink.
3. The proposals must be for the specific services requested and described in the RFP Packet.
4. The proposals must be submitted in the format described in the RFP Packet.
5. One original (in blue ink and marked original) and one copy 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. ____: 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. _____

Bidder's Initials: _____



Bidder's Initials: _____

Respondents must complete the Title Page on the following page and include it as the coversheet for proposals submitted in response to this RFP.

See coversheet below

A Bid Submitted in Response to

Bidder's Initials _____

Idea Public Schools
RFP #17CNPFL0121

Finalists may be asked to attend a panel conference at Headquarters located at 2115 W Pike Blvd, Weslaco, TX 78696 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. A conflict of interest statement is required to ensure that no potential conflicts of interest exist with IDEA Public Schools Board or staff members.

Bidder's Initials: _____

Bidder's Initials _____

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 Organization/Firm

Signature of Auth a

Bidder's Initials _____

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

Bidder's Initials: _____

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

Bidder's Initials: _____

: The Texas Ethics 2 nRE

Bidder's Initials _____

CONFLICT OF INTEREST CERTIFICATE

FORM CIO

Vendor doing business with local governmental entity

For

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

Is the local governmental entity with which the local governmental entity is doing business with the local governmental entity as described by Section 176(0)(a)(i)(A) also described in Section 176(0)(a)(i)(B)?

Yes No

Is the local governmental entity with which the local governmental entity is doing business with the local governmental entity as described by Section 176(0)(a)(i)(A) also described in Section 176(0)(a)(i)(B)?

Yes No

Check the box if the vendor has agreed that local governmental officials or family members of the officials, one or more of whom are described in Section 176(0)(a)(i)(B), will not be involved in the procurement process.

Yes No

The () 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. () conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

() 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

Bidder's Initials: _____

Pregnancy Discrimination Act of 1978 which prohibits discrimination against pregnant women

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

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

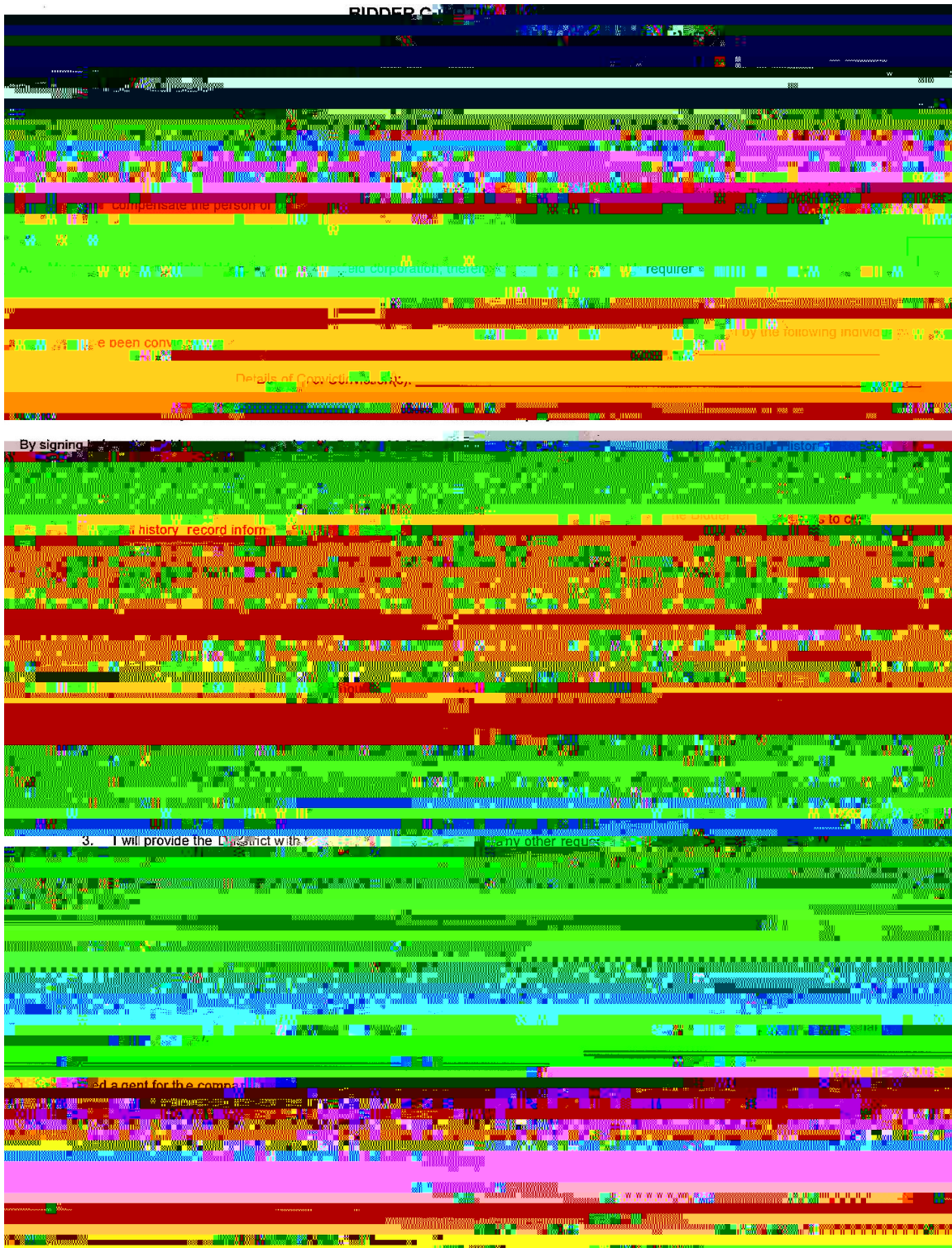
Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Bidder's Initials: _____



Bidder's Initials _____

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,**

Bidder's Initials: _____

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)

Bidder's Initials _____

_____ **This form must be completed legibly, either handwritten or typed. A duly**

Bidder's Initials _____

T

_____ 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 RFP 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 instructions shall disqualify the bid.

A. Remedies for Contract Breach or Violations. Contracts for more than the simplified

Bidder's Initials _____

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

Bidder's Initials _____



Bidder's Initials _____

We appreciate your interest in becoming a vendor with IDEA Public Schools. Prior to processing the vendor request for future business transactions, please ensure this packet is completed in its entirety, signed, and dated. Once complete, please email the packet to the email notated below.

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

- Accept Purchase Orders
 - Services/goods shall **not** be rendered **without** an approved purchase order in place.
 - IDEA Public Schools is not responsible for services, materials, supplies and/or equipment rendered without an approved purchase order.
 - IDEA Public Schools has a 30-day net payment policy.
 - IDEA Public Schools does not pre-pay services.
- Goods or services provided must adhere to

IDEA Public Schools

VENDOR MAINTENANCE FILE

New Vendor
Revision to Vendor File *(check one)*

Name: _____
Attention: _____

Remit to Address *(if different)*

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

ACH Vendor Payment Enrollment Form

(Only for use with banks within the United States)

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

Vendor Name: _____

Social Security Number or Employer Identification Number: _____

Phone Number: _____

Mailing Address: _____ City _____ State _____ Zip _____

Email: _____
d9.460. .1 232 -0.012 0Td 0Td uN1.66 -6Td[N1.6d (t)-0.ts

(Email is mandatory to send payment notification to vendor when payments are initiated by IDEA Accounts Payable Department via Tyler Muni's ERP system.)

Personal Account

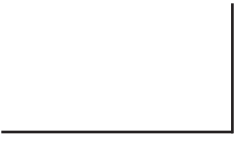
Business Account

Bank Name: _____

Bank Address: _____ City _____ State _____ Zip _____

Bank Routing Number: _____ (must be 9 digits)

Vendor Ban A0137 (o)-7.9 (u)0.6 er:





IDEA Headquarters
2115 W. Pike Parkway
Weston, TX 76087
Phone: 817.476.9700
Fax: 817.476.9700

CONFLICT OF INTEREST

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

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

For questions, please contact:
vendorinquiry@ideapublicschools.org

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wag

\$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

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

FELONY CONVICTION NOTICE

Required under Board Purchasing Policy § 8.9

Sec. 8.9. Notification of Contractor's Criminal History.

CONTRACTOR FORMS

TEXAS VENDOR BACKGROUND CHECK INSTRUCTIONS:

Please Note

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

Definitio

Criminal History Certification for Contractors Employees Form

Please complete the information below:

Vgzcu"Gfwecvkqp"Eqfg"Etk o kpcn"Jkuvqt{"Tgswktg o gpvu"hqt"Subcontractor cpfl"qt"Employees

Definitions:

record review is mandatory for any covered employee

If both of these criteria are met, a national criminal history

Criminal History Certification for Subcontractors Employees Form

Please complete the information below:

ACCEPTED AND AGREED TO:

IDEA Public Schools

Contractor Name

IDEA Public Schools Risk Management Department Vendor Active Employee List & Campus Assignment

Complete ALL requested information

Attach additional page(s), if needed

Submit form with the completing vendor packet to the IDEA Purchasing Department at vendorinquiry@ideapublicschools.org

Please complete the form legibly as information is needed to accurately be processed (If we are unable to read information provided form will be sent back and will create a delay in processing)

Vendor/Provider Name: _____

Vendor/Provider Contact Person(s): _____

Vendor/Provider Phone Number: _____

Vendor/Provider Email Address: _____

Type of Service(s) to be Provided: _____

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

Section I. Vendor Active Employee List & Campus Assignment:

Last Name

First Name

(or Last

*Name used if you have been previously
fingerprinted)*

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

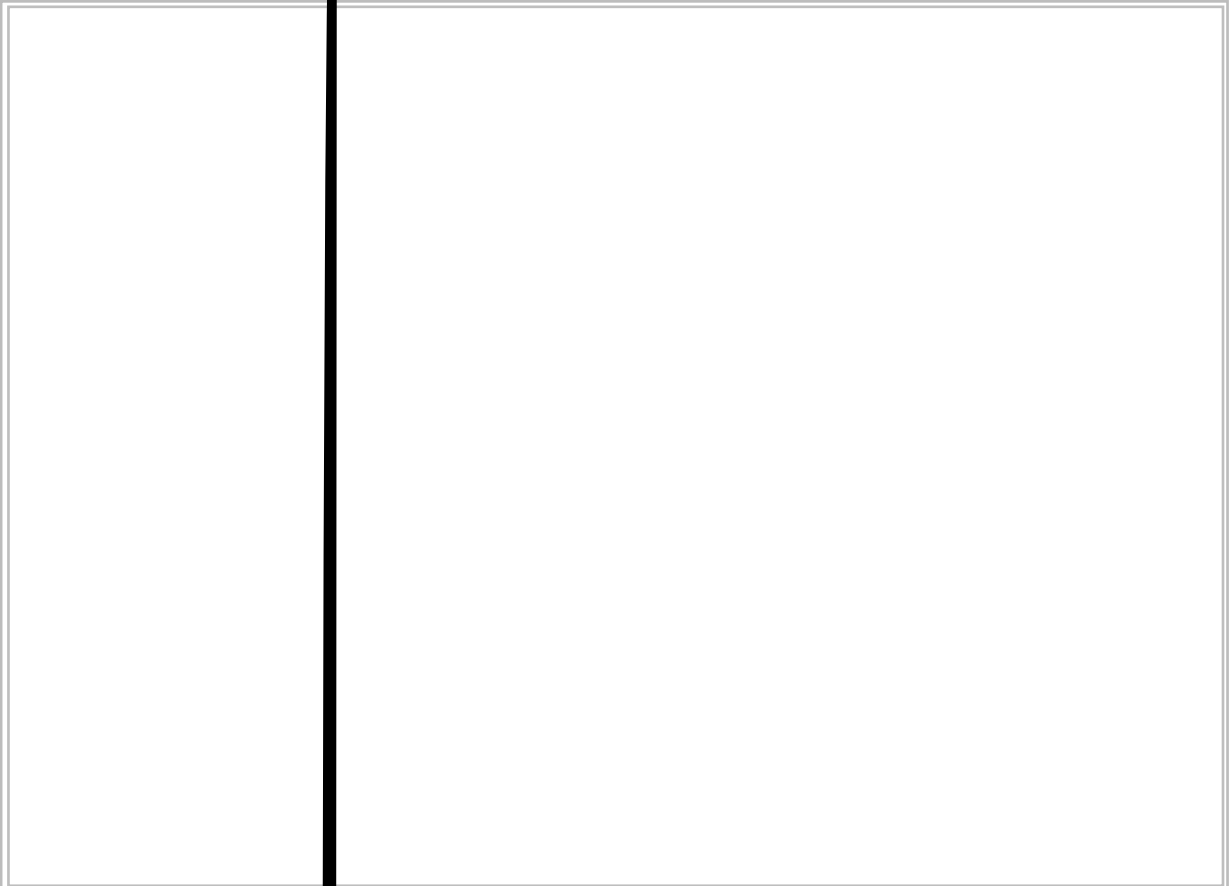
PLEASE MAKE SURE TO INCLUDE THESE ITEMS

CAMPUS/DEPARTMENT ONLY

INTERNAL USE ONLY

**PLEASE INSERT CLEAR PHOTOCOPY OF VALID
LICENSE OR STATE-ISSUED ID ON THIS PAGE:**

(Front side)

A large, empty rectangular box with a thin gray border, intended for the user to paste a clear photocopy of their license or state-issued ID. The box is positioned centrally on the page, below the instruction text.





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