

Request for Proposals (RFP)

#5 CNPD0825 for Child Nutrition Program Professional Development Consultant

**Issued by:
DEA Public Schools
215 W Pike Blvd**

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b)

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

- e) Each insurance policy to be furnished by the successful Vendor/Contractor shall include "DEA Public Schools" as a certificate holder; as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named insured is not adequate to establish this status or fulfill this requirement.
- f) Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to DEA by certified mail thirty (30) days prior to cancellation or upon any material change to coverage.
- g) Vendor/Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor/Contractor shall keep the required insurance coverage in full force and effect at all times during the term of the Agreement, or any extension thereof, during any warranty period of the Agreement.

14) Administrative Procedure for Bidder Complaints

Members of the public having complaints regarding DEA's purchasing procedures or operations may present their complaints or concerns via telephone to DEA's Anonymous Ethics and Compliance Hotline, 833.380.1041.

PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS

1) Scope of Work

The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. DEA will use objective criteria as specified in Part IV to review Proposals. G Q viJ nana

enhance their skills in guiding and developing their staff. A key focus of this initiative is the establishment and enhancement of a robust certification process that ensures consistent and high quality standards across campus levels of the CNP team, aligned with the Career Path Structure.

2 Objectives

The selected consultant will be responsible for the following objectives for both CNP Operations and Campus Staff. The decision makers are the Director and Assistant Director, while the recipients of the information are the Campus Staff.

- Enhance the framework and processes for certification for

43 Cross-Training Path

Cross-Training Framework Develop a comprehensive cross-training framework that includes structured feedback processes. The consultant will work with the Regional Managers to design and implement this framework.

Feedback Mechanisms Establish and train the CNP Operations team on feedback mechanisms to support cross-training and career development. The consultant will provide resources and training sessions in collaboration with the appointed Regional Manager; Mr. Nava.

Monitoring and Adjustment Continuously monitor the effectiveness of cross-training paths and make adjustments as needed. The consultant will work with the Regional Managers to ensure continuous improvement.

44 Feedback Loops

Feedback Tools Develop

Site Coordination Coordinate with the CNP Operations team to ensure smooth implementation across all sites. The consultant will work closely with the appointed Regional Manager; Mr. Nava, to manage this coordination

Tracking and Reporting Establish a system for tracking progress and reporting on the implementation status at each site. The consultant will collaborate with the appointed Regional Manager; Mr. Nava, to develop and maintain this system

Evaluation Conduct regular evaluations to assess the effectiveness of the implementation and make necessary adjustments. The consultant will work with the Regional Managers to ensure continuous improvement

4.8 Scheduled Training Sessions

Four 4-Hour Trainings: In collaboration with the Senior Training Manager and Texas Regional Manager, the consultant will develop and deliver four 4-hour training sessions for campus staff members. These sessions will be scheduled for a determined week in January 2025, March 2025, September 2025, and October 2025, with the specific week to be specified by Mr. Nava. These sessions will cover the Feedback Loop, Intentional Communication, and Certification Process. Additionally, the consultant will provide facilitation training, teaching the facilitators how to be effective trainers to ensure they can confidently deliver and manage future training sessions.

All-Day Close-Out Training: The consultant will also conduct an all-day close-out training session in June 2025. This session will encapsulate all the work done throughout the certification program, ensuring that all participants are aligned with the processes, frameworks, and competencies developed during the consultancy. This final training will serve as a comprehensive review and consolidation of the key learnings and achievements.

5 Travel Requirements

The consultant is required to travel to the following locations in Texas as part of the service delivery:

Weslaco

Fort Worth

Austin

El Paso

Travel costs should be included in the overall pricing structure and should cover transportation, lodging, and any other associated travel expenses. Detailed documentation of these expenses will be required.

6 Pricing Structure

The proposal should include a clear pricing structure based on a total fee for the entire scope of work. A payment schedule will be required, with payments made in installments based on project milestones. Note that the entire amount cannot be paid

be clear and succinct. If any service or requirement cannot be performed, Respondent shall state "unable to perform".

Provide a preliminary schedule of assessment, delivery, and execution of goods and/or services. Include the following information in this section:

- i) A description of the approach that will be taken pertaining to project management and implementation.**
- ii) Detailed description of the goods and/or services to be provided, as applicable.**
- iii) Project organization and staffing specific to this project (including qualifications).**
- iv) Project work plan and schedule including any application duration of services (i.e., initiation date and frequency).**
- v) The central, regional and/or campus location(s) where goods and/or services will be provided (if not provided to all locations in Texas).**
- vi) Requirements for IEA not included in this RFP.**

g) Recent and Ongoing Projects

Respondent shall list any projects completed in the past five (5) years that are similar to the scope of work in this RFP and include the following

- i) Customer/Client School or Organization/Entity Name
- ii) Contact Person at i) above
- iii) Contact Person Phone Number
- iv) Contact Person Email Address
- v) Brief Project Scope Description

h) Litigation, Terminations, Claims

Respondent shall list any project completed in the past three (3) years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity. Provide the following

- i) Customer/Client School or Organization/Entity Name
- ii) Contact Person at i) above
- iii) Contact Person Phone Number
- iv) Contact Person Email Address
- v) Brief Description of Event or Issues

i) Additional Required Forms

Respondent shall execute all required certifications and forms attached to this RFP and return the signed originals with the _____ n

responsible Vendor _____ /Contractor _____ whose Proposal Form is the
 must meet _____ is all standard _____ of this RFP
 begin
 This is a _____ and _____ will _____
 Respondent is _____ and _____
 the _____ in this _____
 Vendor _____ Contractor _____

website at <https://www.ethicsstatetexas.com/conflict>. Vendor/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under Chapter 176 of the Texas Local Government Code, and other applicable law including federal and state "related party" law and restrictions, nepotism laws, penal code prohibitions and other applicable law and rule. Any violation or failure to disclose any conflicts of interest shall be grounds for IEA to take action as permitted by law including termination of any Agreement, declaring any Agreement void or other action IEA determines to be in the best interest of IEA.

Contractual Relationship Nothing herein shall be construed as creating the relationship of employer or

THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING ATTORNEYS FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM VENDORS/CONTRACTORS PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENCE, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF VENDOR/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR/CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO LIMIT OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY PARTY MAY HAVE BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDORS/CONTRACTORS OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

jurisdiction sitting in Hidalgo County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In connection with IDEA's defense of any suit against and/or IDEA's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which IDEA prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, IDEA shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Limitations: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOLS SYSTEM AND GOVERNMENTAL ENTITY) TO ENFORCE CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LOSS OF IDEA'S PROPERTY, DISCLAIMERS AND LIMITATIONS OF WARRANTIES, DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES, WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES, LIMITATIONS OF PERIODS TO BRING LEGAL ACTION, GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY, LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES, PAYMENT OF ATTORNEYS' FEES, DISPUTE RESOLUTION, INDEMNITIES, AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

Modifications

- c) Vendor/Contractor stipulates that this Agreement does not convey ownership of “personal identifying information” or “sensitive personal information” provided by IEA under this Agreement.**
- d) If Vendor/Contractor becomes aware of a disclosure or security breach concerning any “personal identifying information” or “sensitive personal information” covered by this Agreement, Vendor/Contractor shall immediately notify IEA and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a “breach of system security” where “sensitive personal information” is breached, both as defined in sections 521.002 and 521.053 of the Texas Business & Commerce Code, Vendor/Contractor shall proceed with notification requirements as required therein. The**

school ID Furthermore, Vendor/Contractor agrees not to attempt to re-identify de-identified Student or Employee Data and not to transfer de-identified Student or Employee Data to any party unless that party agrees not to attempt re-identification

f) Marketing and Advertising Vendor/Contractor will not use any Student Data to advertise or market to students or their parents

g)

PART VI – REQUIRED ATTACHMENTS

The attachments listed below are required and should be included with the Proposal. ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

- 1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposal submitted in response to this RFQ.**
- 2. Attachment B – Vendor/Contractor Information**
- 3. Attachment C – Vendor/Contractor Certification**

Attachment A- Title Page

A Proposal Submitted in Response to

IEA's Request for Proposals

#ORPCNFD0825 for Child Nutrition Program Professional Development Consultant

Submitted By:

(Full Legal Name of Vendor/Contractor)

On

(Date of Proposal Submission)

Attachment B- Vendor/Contractor Information

Vendor/Contractor Information

1 Vendor/Contractor Legal Name: _____

2 Vendor/Contractor d/b/a (if applicable): _____

3 Employer Identification Number: _____

4 Street Address: _____

5 City, State, and Zip Code: _____

Additional Requirements

Proposal must include name of each person with at least 25% ownership of Vendor/Contractor:

Name: _____

Name: _____

Name: _____

Name: _____

Attachment D- Proof of Insurance

Attachment F- Non Collusion Statement

REF#05CNED035

Attachment K- Felony Conviction Disclosure Statement

Pursuant to Texas Education Code Section 440B4, Notification of Criminal History of Vendor/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 misrepresents 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 440B4 "does not apply to a publicly held corporation"

I, the undersigned agent for the legal entity named below, 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.

VENDOR/CONTRACTOR NAME _____

AUTHORIZED REPRESENTATIVE NAME (PLEASE PRINT): _____

- Vendor/Contractor is a publicly held corporation, therefore, this reporting requirement is not applicable
- Vendor/Contractor is not owned or operated by anyone who has been convicted of a felony.
- Vendor/Contractor is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below

Attachment M- Debarment or Suspension Certificate

Federal Executive Order (EO) 12549 "Debarment" requires that all Vendors/Contractors receiving individual awards using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempt to edit this language may disqualify your bid. Information on debarment is available at <https://sam.gov/content/home>.

5 Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by DEA

Attachment O- Criminal History Review of Vendor/Contractor Employees

Texas Education Code § 220834 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”

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Definitions

“Covered Employees”: Any employee of a Vendor/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. IEA Public Schools (the “School”) retains the discretion to determine what constitutes direct contact.

CRIMINAL HISTORY REVIEW OF VENDOR/CONTRACTOR EMPLOYEES CERTIFICATION

**MEMORANDUM OF UNDERSTANDING
COMPLIANCE WITH CRIMINAL HISTORY BACKGROUND CHECK REQUIREMENTS**

WHEREAS Texas Education Code ("TEC") § 22.0834 requires Vendors/Contractors providing services to IDEA Public Schools ("IDEA") to facilitate a national criminal history record information review for any Vendor/Contractor or subcontractor employees who (1) have or will have continuing duties related to the Agreement and (2) have or will have direct contact with students ("covered employees") prior to beginning contract services pursuant to the Agreement; and

WHEREAS Vendor/Contractor provides contract services to IDEA; and

WHEREAS pursuant to Texas Government Code ("TGC") § 411.0845, the Texas Department of Public

Please list a minimum of three (3) verifiable references of clients/organizations (governments, charter schools or ISDs) that have used your services. IEA would prefer some of the references to be new customers in the last year; and Texas clients/organizations are preferred.

1

Customer/Client School or Organization/Entity Name

Street Address

City

State

Zip

Contact Person

Phone Number

Email Address

Project Scope

Dates of Contract

2

Customer/Client School or Organization/Entity Name

Street Address

City

State

Zip

Contact Person

Phone Number

Email Address

Project Scope

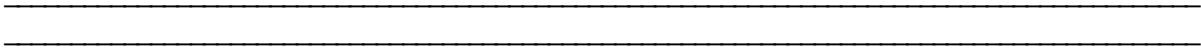
Dates of Contract

3

Customer/Client School or Organization/Entity Name

Street Address	City	State	Zip
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Attachment Q- Recent and Ongoing Projects



Attachment T- Respondent's W9

The W9 is an official form furnished by the IRS for employers or other entities to verify the name, address, and tax identification number of an individual receiving income. The information taken from a W9 form is often used to generate a 1099 tax form, which is required for income tax filing.

END OF IDEA PUBLIC SCHOOLS REP

