

# **Request for Proposals (RFP)**

**#25 RFP CNROD0425 for Fresh Produce Services**

**Issued by:**

**IDEA Public Schools**

**2115 White Blvd**

**Weslaco, TX 78696**

**Proposal Closing Date:**

**2:00 PM CST**

**Tuesday, January 28<sup>th</sup>, 2025**

**IDEA Public Schools, a Texas public charter school system, is accepting Proposals from qualified and experienced Vendors/Contractors to provide Fresh Produce delivery services to all IDEA Texas campuses based on ordering schedule.**

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# **PART I – GENERAL INFORMATION AND INSTRUCTIONS**

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## **1) Introduction and Purpose**



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**IEA and approved by its Board of Directors ("Board"), as required by law and policy. Submission**



**Proposal Closing Date & Time**  
**Evaluation Period**  
**Board Meeting & Approval**

**Tuesday, January 28, 2025 at 2:00 PM CST**  
**January 29, 2025 - February 17, 2025**  
**April 2025**











of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications

## **PART III – PROPOSAL SUBMISSION AND REQUIREMENTS**

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### **1) Proposal Submission**

Proposals may be submitted by sending a hard copy to

**DEAR Public Schools  
Attn: Child Nutrition Program Department  
2115 West Pike Blvd  
Weslaco, TX 78696**

Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:

- a) One (1) clearly identified hard copy ORIGINAL of the Proposal
- b) One (1) clearly identified PAPER COPIES of the Proposal
- c) Digital copy of the Proposal on a FLASH DRIVE, marked with Respondent name

**Note: Faxed or emailed Proposals will not be accepted**

### **2) Proposal Requirements**

Respondent's Proposal shall be organized in the following order; with each section clearly indexed

- a) **Title Page**  
Utilize Attachment A to include Vendor/Contractor Legal Name and date of Proposal submission
- b) **Section I – Preface**  
Respondent shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the Proposal 1

- d) Section III – Proposal Response to Scope of Work and Performance Requirements**  
Respondent shall provide a description of goods and/or services and capabilities as outlined in Part II – Scope of Work and Performance Requirements section of this RFP. The response shall 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 IDEA not included in this RFP.

- e) Cost Summary**

As an addendum to the Proposal, the Respondent shall provide information on any costs that IDEA may incur. Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Respondent does not expect for IDEA to incur any costs, Respondent shall state “No costs to IDEA”. Utilize or reference Attachment S for proposed pricing.

- v) Contact Person Email Address
- vi) Brief Project Scope Description
- vii) Dates of Contract

**g) Recent and Ongoing Contract**

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

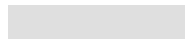
- i) Customer/Client School or Organization/Entity Name
- ii) Contact Person at i) above
- iii) Contact Person Phone Number
- iv) Contact Person Email Address
- v) Brief Project Scope Description

**h) Litigation, Terminations, Claims**

Respondent shall list any project completed in the past 5 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

**satisfying DEA's requirements, price, and other factors. If one Vendor/Contractor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors/Contractors.**

**Proposals will be evaluated on criteria deemed to be in DEA's best interest, as reflected in the below evaluation rubric. Anevaluation committee will review and evaluate all Proposals based on the factors detailed herein. The committee evaluating the Proposals submitted may require any or all Vendors/Contractors to give an oral presentation or be interviewed to clarify or elaborate on its Proposal. Upon completion of oral presentations, interviews, or discussions, Vendors/Contractors may be requested to revise any or all portions of its Proposal. DEA's Board will make the final decision on whether and to whom a contract is to be awarded.**









**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**

**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 SCHOOL 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**

**Vendor/Contractor must submit a separate invoice, in duplicate, for each purchase order that includes the following**

- a) Fully identifies the Vendor/Contractor; including the Vendor's/Contractor's authorized**





- (iii) that is obtained by Vendor/Contractor from third parties without restrictions on disclosure and is not obviously "personal identifying information" or "sensitive personal information"; or
  - (iv) is required to be disclosed by order of a court or other governmental entity.
- 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)



- e) Data De-identification Vendor/Contractor may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data

## **PART VI – REQUIRED ATTACHMENTS**

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**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 Proposals submitted in response to this RFP.**
- 2 Attachment B– Vendor/Contractor Information**
- 3 Attachment C– Vendor/Contractor Certification**
- 4 Attachment D– Proof of Insurance or Bonding**
- 5 Attachment E– Certification Regarding Drug Free Workplace**
- 6 Attachment F– Non Collusion Statement**
- 7 Attachment G– IDFA Conflict of Interest Form**
- 8 Attachment H– Conflict of Interest Form CIQ**
- 9 Attachment I– Child Support Certification**
- 10 Attachment J– Equal Opportunity and Non Discrimination**
- 11 Attachment K– Felony Conviction Disclosure Statement**
- 12 Attachment L– Certification Regarding Lobbying**
- 13 Attachment M– Debarment or Suspension Certificate**
- 14 Attachment N– Contract Provisions for Contracts Involving Federal Funds**
- 15 Attachment O– Criminal History Review of Vendor/Contractor Employees and Certification**
- 16 Attachment P– Reference Sheet**
- 17 Attachment Q– Recent and Ongoing Projects**
- 18 Attachment R– Litigation, Terminations, Claims**
- 19 Attachment S– Proposed Pricing and Campus Location**
- 20 Attachment T– W9 Form**
- 21 Attachment U– Deviations and Exceptions**



## **Attachment B- Vendor/Contractor Information**

### **Vendor/Contractor Information**

**1**

**Attachment C- Vendor/Contractor Certification and Signature Page**

**I, the undersigned authorized representative of Respondent, submit this Proposal and have read the specifications, which are a part of this RFP. My signature certifies that I am authorized to submit this Proposal, sign as a representative for Respondent, and carry out the services solicited in this RFP.**

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

**Printed Name of Authorized Representative** \_\_\_\_\_

**Title/Role of Authorized Representative** \_\_\_\_\_

**Vendor/Contractor Legal Name** \_\_\_\_\_

**Vendor/Contractor d/b/a (if applicable):** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Project Contact Person** \_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_

**Contact Email Address** \_\_\_\_\_

**Web Site Address** \_\_\_\_\_





## **Attachment F- Non Collusion Statement**

The undersigned affirms that he/she is duly authorized to execute this REP, that this company, corporation, firm, partnership or individual has not prepared this REP in collusion with any other Respondent, and that the contents of this REP as to prices, terms or conditions of said REP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this REP.

\_\_\_\_\_  
**Legal Vendor/Contractor Name**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name and Title of Authorized Representative**

**Vendor/Contractor hereby assigns to IEA any and all claims for overcharges associated with this REP which arise under the antitrust laws of the United States, 15 USC Section 1 and which arise under the antitrust laws of the State of Texas, Business & Commerce Code, Section 1501.**





## **Attachment H- Conflict of Interest Form CQ**

**This questionnaire reflects changes made to the law by HB 23 84th Leg, Regular Session. This questionnaire is being filed in accordance with Chapter 176 Local Government Code, by a Vendor/Contractor who has a business relationship as defined by Section 176001(1-a) with a local governmental entity and the Vendor/Contractor meets requirements under Section 176006(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/Contractor becomes aware of facts that require the statement to be filed. See Section 176006(a 1), Local Government Code. A Vendor/Contractor commits an offense if the Vendor/Contractor knowingly violates Section 176006 Local Government Code. An offense under this section is an infraction.**

**Respondent must fill out the Conflict of Interest Form CQ and submit with their Pci e**



## **Attachment I– Child Support Certification**

**The Texas Health and Human Services Commission Form 1908, 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 instructions shall disqualify the Proposal. The child support certification form can be found at: <https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1908-child-support-certification>**





## **Attachment K- Felony Conviction Disclosure Statement**

**Pursuant to Texas Education Code Section 44.084, 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 disclose a conviction of a felony."**

## **Attachment L- Certification Regarding Lobbying**

**Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, US 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**



## **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 subrecipients certify that the organization and its**

## **Attachment N- Contract Provisions for Contracts Involving Federal Funds**

**With respect to the use of federal funds for the procurement of goods and services, 2CFR200.326 and Appendix I to 2CFR200 require the inclusion of the following contract provisions**

- 1. \_\_\_\_\_ . Contracts for more than the simplified acquisition threshold currently set at \$25,000 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**
- 2. \_\_\_\_\_ . All contracts in excess of \$10,000 must address termination for cause and for convenience by IDEA including the manner by which it will be affected and the basis for settlement.**
- 3**







**CRIMINAL HISTORY REVIEW OF VENDOR/CONTRACTOR EMPLOYEES CERTIFICATION**

**Please complete the information below**

**MEMORANDUM OF UNDERSTANDING**

**COM**

**NM IIMC/IdIN**

**SIOR eM C DGNM R c**

**N d N**

## **Attachment P- Reference Sheet**

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

**1**



3

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**Customer/Client/School or Organization/Entity Name**

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**Street Address**

**City**

**State**

**Zip**

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## **Attachment Q- Recent and Ongoing Projects**

**Respondent shall list any projects completed in the past 5 years that are similar to the scope of work in this RFP. If additional space is required, attach additional pages hereto**

**1** \_\_\_\_\_  
**Customer/Client School or Organization/Entity Name**

---

**Contact Person** \_\_\_\_\_ **Phone Number** \_\_\_\_\_ **Email Address** \_\_\_\_\_

**Brief Project Scope:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2** \_\_\_\_\_  
**Customer/Client School or Organization/Entity Name**

---

**Contact Person** \_\_\_\_\_ **Phone Number** \_\_\_\_\_ **Email Address** \_\_\_\_\_

**Brief Project Scope:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3** \_\_\_\_\_  
**Customer/Client School or Organization/Entity Name**

---

**Contact Person** \_\_\_\_\_ **Phone Number** \_\_\_\_\_ **Email Address** \_\_\_\_\_

**Brief Project Scope:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4

**Customer/Client School or Organization/Entity Name**

**Contact Person**

**Phone Number**

**Email Address**

**Brief Project Scope:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5

**Customer/Client School or Organization/Entity Name**

**Contact Person**

**Phone Number**

**Email Address**

**Brief Project Scope:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6

**Customer/Client School or Organization/Entity Name**

**Contact Person**

**Phone Number**

**Email Address**

**Brief Project Scope:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Attachment R- Litigation, Terminations, Claims**

**Respondent shall list any project completed in the past 5 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 insured claims were reported against Respondent's insurance by Customer/Client or Organization/Entity.**

**1** \_\_\_\_\_  
**Customer/Client School or Organization/Entity Name**

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<b>Contact Person</b>	<b>Phone Number</b>	<b>Email Address</b>
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**Brief Description of Event or Issues** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2** \_\_\_\_\_  
**Customer/Client School or Organization/Entity Name**

---

<b>Contact Person</b>	<b>Phone Number</b>	<b>Email Address</b>
-----------------------	---------------------	----------------------

**Brief Description of Event or Issues** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3** \_\_\_\_\_  
**Customer/Client School or Organization/Entity Name**

---

<b>Contact Person</b>	<b>Phone Number</b>	<b>Email Address</b>
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**Brief Description of Event or Issues** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

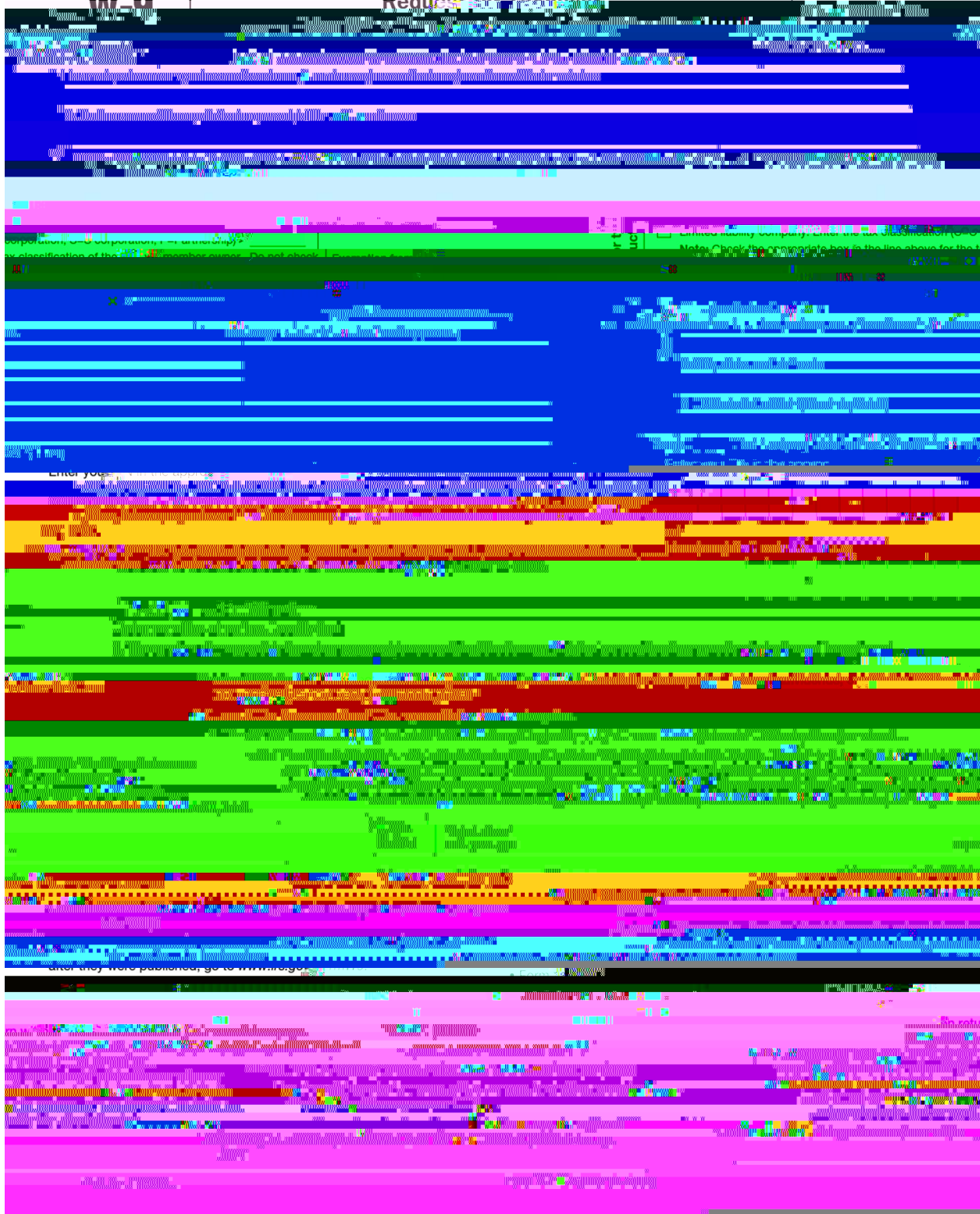


## **Attachment S- Proposed Pricing**

**Respondent shall provide pricing/ price schedule referencing "ATTACHMENT 'S'" in its submitted Proposal**

**Attachment S must be completed and submitted with Proposal submitted. Attachment "S" is available for download as a separate document on our website along with this RFP. Respondent is responsible to download both files from our website, at <https://ideapublicschools.org/our-story/finance-budget/>**









## **Part VII APPENDICES**

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**The appendices included in this section contain information relevant to this RFP and to the preparation of a responsive Proposal.**



## **Part VII ADDENDUMS**

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**Respondents must review each addendum included in this section and should include this section in their Proposal. Failure to acknowledge and address an addendum is cause for disqualification at IDA's sole discretion.**

**END OF IDEA PUBLIC SCHOOLS REP**