



**IDEA Public Schools**  
**REQUEST FOR PROPOSALS (RFP)**  
**For**  
**TYPE C-72 Passenger School Buses**

**CONTENTS**

PART I - GENERAL INFORMATION ..... 4

    BACKGROUND ..... 4

    FUNDING..... 4

    SERVICES SOLICITED ..... 4

    TIME-FRAME ..... 5

    PAYMENT TERMS..... 5

PART II- PROPOSAL CONTENT AND PROCESS..... 6

    PURPOSE..... 6

    Notes to All Vendors..... 6

    SCOPE OF SERVICES ..... 6

        RESPONDENT RESPONSIBILITY ..... 6

        Desired services..... 7

**BUS SPECIFICATIONS, TYPE C-72 PASSENGER SCHOOL BUS..... 7**

    IDEA PUBLIC SCHOOLS RESPONSIBILITY ..... 10

    Pre-bid meeting (Conference call)..... 10

    WHO IS ELIGIBLE TO RESPOND..... 10

    PROCUREMENT CONDITIONS/GENERAL TERMS..... 11

    ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS..... 13

    SELECTION CRITERIA..... 13

        RESPONSIVE/RESPONSIBLE RESPONDENTS ..... 13

    EVALUATION..... 14

    HOW TO SUBMIT A PROPOSAL..... 15

PART III- PROPOSAL FORMAT ..... 16

    TITLE PAGE..... 16

**#18-RFP-TRN-2018**

RFP RESPONSE FORMAT AND CONTENT ..... 18

RESPONDENT IDENTIFICATION..... 18

ADDITIONAL REQUIREMENTS..... 19

price Of Bus (60 POINTS) ..... 19

Quality of Bus (30 POINTS) ..... 19

references and past performance (10 POINTS)..... 19

ATTACHMENTS ..... 20

## PART I - GENERAL INFORMATION

### BACKGROUND

IDEA Public Schools is a growing network of tuition-free K-12 public charter schools serving more than 44,000 students in 70 schools throughout the Rio Grande Valley, San Antonio, Austin, El Paso and Baton Rouge, LA. IDEA is committed to "College for All Children" and has sent 100% of its graduates to college for six consecutive years.

### FUNDING

IDEA Public Schools is a 501(c)(3) non-profit organization. Funding for IDEA Public Schools operations and programs are provided through fundraising, philanthropic grants, state and federal funding.

### SERVICES SOLICITED

IDEA Public Schools is soliciting a Request for Proposal (RFP) for 43 used Type "C" 72 Passenger School Buses. All buses under contract shall not be more than five (5) years old and shall not have more than sixty-five thousand odometer miles (65,000) upon arrival to their final destination in Weslaco, Texas. The age of vehicles will be determined as of August 7, 2018 first day of school.

- 1.1 Each vendor shall furnish the information required by the Contract Documents. The vendor shall sign the *proposal*, *all addenda*, and the *proposal sheet*. The person signing the proposal must initial erasures 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 Public Schools.
- 1.2 Deliveries shall be FOB Destination to IDEA Public Schools destination sites. Freight prepaid and assumed by the vendor. IDEA Public Schools reserves the right to pick up items in lieu of delivery from local vendors.
- 1.3 IDEA Public Schools does not pay Federal Excise Taxes or Texas and local retail sales and use taxes. Tax exemption certificates will be provided upon request.
- 1.4 The vendor may offer an "equal" product or product exceeding Specifications as an alternate proposal. Final determination of whether or not an item is an "approved equal" remains with IDEA Public Schools.
- 1.5 All data and material safety data sheets (MSDS) must accompany proposal.
- 1.6 Proposals submitted on forms other than the IDEA Public Schools forms or with different terms or provisions may be considered as non-responsive proposals.

- 1.7 IDEA Public Schools expects that all proposals will remain valid for the term of this proposal.
- 1.8 Award to vendor(s) will be for a period ending on January 31, 2019.
- 1.9 The vendor shall certify that no federal or state suspension or debarment is in place, which would preclude receiving a state or federally funded award.
- 1.10 "Reservations". IDEA Public Schools expressly reserves the right to:
  - 1.10.1 Waive minor deviations from the specifications when it is determined that the total cost to the IDEA Public Schools 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.
  - 1.10.2 Waive any defect, irregularity or informality in any proposal procedure.
  - 1.10.3 Reject any or all proposals.
  - 1.10.4 Amend a proposal prior to proposal opening date to extend or make changes to specification.
  - 1.10.5 Procure any item by other means.
  - 1.10.6 Increase or decrease the quantity specified in the proposal, unless the offeror specifies otherwise.

#### TIME-FRAME

An RFP packet will be available at 10:00 a.m. CST on February 09, 2018, at the Headquarters Office located at 2115 Pike, Weslaco TX 78596 and in our website at the following link, <http://www.ideapublicschools.org>, under the "Get Involved" tab. The vendor is responsible for obtaining any updates or amendments to the RFP from the website. **The deadline for submitting proposals for this RFP is March 9, 2018, at 5:00 p.m. CST.**

If you have any questions in regards to this RFP process, please contact our Transportation Department at (956)377-8201. Proposals must be delivered to and received prior to this deadline to the address noted above. There will be no exceptions. **Proposals received after the deadline will not be considered for this procurement. No facsimiles or e-mails will be accepted.**

#### PAYMENT TERMS

Payment will be issued upon review and approval of invoice within 30 days.

## PART II- PROPOSAL CONTENT AND PROCESS

### PURPOSE

Utilizing the Request for Proposals (RFP) method of procurement, IDEA Public Schools is requesting proposals from companies/businesses (Respondents) for delivery of 43 used Type "C" 72 Passenger School Buses. All buses under contract shall not be more than five (5) years old and shall not have more than sixty-five thousand odometer miles (65,000) upon arrival to their final destination in Weslaco, Texas. The age of vehicles will be determined as of August 7, 2018 first day of school.

### NOTES TO ALL VENDORS

IDEA Public Schools is interested:

1. Vendor must keep IDEA Public Schools (IDEA) advised of any changes in order(s) status.
2. Award to vendor(s) will be for a period ending January 31, 2019.
3. Diagrams for all submittals must be included for buses.
4. All submittals are to be for the purchase of 2013 or newer model buses that include 2013 or newer model components and not limited to engines, transmissions, etc. and must follow Federal and Texas guidelines for 2013 or newer, if published, but can also be superseded by IDEA specifications if they exceed Federal and State specifications. If requested, documentation must be made available and provided to IDEA Public Schools.
5. Questions regarding this proposal must be in writing and emailed to [salomon.torres@ideapublicschools.org](mailto:salomon.torres@ideapublicschools.org) or [carlos.castaneda@ideapublicschools.org](mailto:carlos.castaneda@ideapublicschools.org)
6. Vendor must be state certified HUB vendor (Historically Underutilized Business) and/ or certified MWBD vendor (Minority and Women-owned Business). If yes, certification must be included in submittal for each one.
7. **Delayed Warranty Start up.** To begin on IDEA "in service date" (Not invoice date, not date received).
8. Bus paint and all details must be warranty covered as stated in the Texas State Guidelines. This includes the body and the cabin, inside and out.
9. All pricing and any award under this RFP shall be good for IDEA and any other entity purchasing through IDEA.

### SCOPE OF SERVICES

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### RESPONDENT RESPONSIBILITY

IDEA Public Schools expectations with respect to the performance by each vendor in connection with the IDEA Public Schools purchases are set out in the “Contract Documents” which consist of the *Request for Proposal* (“RFP”), *Instructions to Vendors*, *Standard Terms and Conditions*, and *Proposal Sheet*. Vendors who fail to examine the Contract Documents do so at their own risk.

Any explanation desired by a vendor regarding the meaning or interpretation of any portion of the contract documents must be emailed to [salomon.torres@ideapublicschools.org](mailto:salomon.torres@ideapublicschools.org) or [carlos.castaneda@ideapublicschools.org](mailto:carlos.castaneda@ideapublicschools.org), in a timely manner to allow for a reply to reach vendors before the submission of their proposals. Oral explanations or instructions given before the award will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as an *Addendum*, if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed vendor.

The selected respondent(s) will follow practices, processes, and protocols established by local, state, and federal agencies with respect to their field of service and goods.

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## DESIRED SERVICES

### **BUS SPECIFICATIONS, TYPE C-72 PASSENGER SCHOOL BUS**

#### **GENERAL INFORMATION**

- 1) 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 and deviations simply as “equal” or “exceeds” the defined requirements: Instead, vendors are strongly encouraged to explain all deviations in the space provided or on a separate piece of paper and submit their bid. Failure to do so may result in the rejection of the bid and or product for non-compliance. Any deviation to specifications must be listed and clearly defined. If additional pages are needed, please include a separate sheet of paper titled “Deviations to Specifications” and include with the bid document.
- 2) The factory name and location shall be submitted with the bid. Any installation of equipment that is not to be performed at the vendor site/location shall be listed with location and vendor performing installation.
- 3) The district intends to purchase the types and quantities of buses listed in the RFP. The actual number purchased of any size bus may be adjusted up or down according to the district’s needs and funding.
- 4) All engines shall have the most current EPA Emissions Standards at the time of bid for the buses.
- 5) Periodic inspections by IDEA staff may be made to assure the buses are in accordance with Federal, State, and IDEA standards and good manufacturing principles. The district will incur the costs of the inspections and may bring in outside inspectors such as Certified Welding Inspectors and Mechanics.

- 6) There shall be one inspection of each bus prior to full delivery of all buses. IDEA shall inspect these buses at the vendor location. This is to help insure a faster delivery and fewer problems with buses meeting IDEA specifications.
- 7) Vehicles bid shall meet all FMVSS requirements and current state of Texas standards for school bus as published in the latest version by the Texas Education Agency and Department of Public Safety of the State of Texas.
- 8) The vendor shall supply one black spare rim for each bus purchased.
- 9) Floor diagrams must be included in the submittals.
- 10) IDEA Public Schools shall have the right to perform warranty repairs at their location and be reimbursed at full vendor's rate for approved equal parts and labor. Proposer shall state their reimbursement labor rate per hour in their response.
- 11) General warranties are to include but will not be limited to
  - a) Warranty shall be 3-Year/50,000 miles (starting from delivery date) of power train to include all internal engine parts, fuel system, computer software, hardware, programming, emissions controls/hardware and engine-driven accessories (excluding Air-Conditioning compressors), transmission, drive-line components, front & rear axle components (except consumable brake parts).
  - b) Starter and alternator shall have a 1-year warranty.

### **SPECIFICATIONS**

All bus specifications are to be as stated or be IDEA acceptable comparable. Bus must have seating capacity for 42 or more

### **TYPE C 72- PASSENGER CHASSIS**

- 1) All buses shall be Keyed Alike
- 2) Gross Vehicle Weight Rating shall be rated at 29,000 lbs.
- 3) Front Axle Capacity shall be rated at 10,000 lbs.
- 4) Rear Axle Capacity shall be rated at 19,000 lbs. with no Hub Odometer. Differential shall be equipped with a magnetic drain trap.



- 5) 10 buses offered must have dual stop signs driver side front and rear due to Louisiana state law requirement's.
- 6) Front Springs (Parabolic) shall be rated at 10,000 lbs.
- 7) Front spring pins shall be equipped with grease fitting.
- 8) Rear Springs (Air Suspension) shall be rated at least 21,000 lbs.
- 9) Frame is to be rated at 50,000-psi yield strength, with a 10" web, 3" flanges, and 5/16" thick.
- 10) Front Axle shall allow a 50-degree wheel cut as measured on inside wheel at full- lock.
- 11) Tie-Rod Ends and Drag Link shall be equipped with grease fittings.
- 12) Engine Oil Pan shall be equipped with a magnetic trap or drain plug.
- 13) Engine type is preferred to be any Cummins model which includes all series whether on an International, Thomas or Freightliner...
- 14) Automatic Transmission shall be an Allison PTS 3000 5-Speed automatic with lock-up torque converter. Shall have TES-295 fluid installed from the factory.
- 15) Air Brakes – Front and rear drum brakes
- 16) All Air-Break lines be in optimal condition with no existing leaks or rust.
- 17) Oil Seal Front Hubs covers should be installed.
- 18) Tire Size shall be 295/11R22.5 Load Range G, 14 ply. (Minimum of 12/32 tire tread)
- 19) Tire Brand & Model shall be noted in the bid.
- 20) Tire Rim Size shall be 8.25 x 22.5 Disc, Hub Piloted, 2-hand hole.
- 21) Alternator shall be rated at 270-amp High Output/Low RPM or higher.
- 22) 12-Volt Batteries (two) shall total 1200 CCA (minimal).
- 23) Instrument Panel Gauges shall consist of the following: 7-Digit Odometer (million-mile), Speedometer, Tachometer, Transmission Temp gauge, Voltmeter, Oil Pressure gauge, Coolant Temp gauge, Fuel gauge and Hour Meter.
- 24) Install Low Coolant light on instrument panel.
- 25) Heater Control Valves shall be one inside and two under the hood that are easily accessible.

- 26) Circuit Breakers shall be installed in lieu of fuses.
- 27) Install Maximum Sound & Heat Insulation behind firewall, under driver floor, under hood and fenders.
- 28) Install Maximum Size Radiator and Air Charge, aluminum.
- 29) Install Constant Torque Hose Clamps on radiator, air charge, and heater hose connections.

#### IDEA PUBLIC SCHOOLS RESPONSIBILITY

- A. The district reserves the right to cancel service due to unacceptable prices variances. Advance notice/notification is expected (from awarded vendor) when a large market price (increase) occurs for a particular item. This will allow IDEA an opportunity to search and approve a substitute item of equal or greater quality.
- B. All pricing and any award under this RFP shall be good for IDEA and any other entity purchasing through IDEA.
- C. Prices may be decreased at any time after award. If prices are affected by statute, regulation, administrative or judicial order, vendors may not include additional costs in billing to the end user. Vendors must first provide IDEA written justification for any increase and IDEA must make a determination of applicability of the increase to the contract. In the event a vendor offers or provides a decrease in rates to its customers or potential customers for the same services provided for IDEA pursuant to its contract, the vendor must provide the same decrease in rates for IDEA. It is recommended that the vendor provide said rate decreases voluntarily. If IDEA learns of a decrease in rates from a source other than the vendor, the vendor shall credit IDEA with the difference between IDEAS' contracted rate and the decreased rate from the date of said decrease or the vendor's contract will be subject to cancellation at the discretion of IDEA. Any charges not proposed but required to make this service viable will be considered a hidden cost and will be provided by the vendor at no additional cost to IDEA for the term of the contract.

#### PRE-BID MEETING (CONFERENCE CALL)

A pre-bid conference call will be held on March 1, 2018, at 2:00PM during which time any questions regarding the RFP will be answered. The conference call will be held via web on <https://bluejeans.com/768993388> or join via phone: [+1-888-240-2560](tel:+1-888-240-2560)(Conference ID: 768993388). Attendance is not mandatory.

#### WHO IS ELIGIBLE TO RESPOND?

Respondents who are able to meet the technical specifications for quality and other terms of this proposal package, and who are not debarred and/or suspended from conducting business with district, federal and state funded agencies are invited to respond. A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a proposal, represents to IDEA Public Schools that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under this RFP
- Is able to comply with the required or proposed RFP
- Have a satisfactory record of integrity and ethics
- Be otherwise qualified and eligible to receive an award
- Be in good standing with the applicable national or state associations

#### PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of these items shall be in accordance with the IDEA Public Schools procurement policies and general terms as follows:

- IDEA Public Schools reserves the right to accept, or reject any or all proposals received or to cancel or extend in part or its entirety, this Request for Proposal, or make multiple or partial awards.
- Award of purchase agreement or contract shall be made only to a responsible respondent(s), i.e., a respondent who has demonstrated competence to deliver the specified goods/services, a proven record of business integrity and ethics, and the ability to meet the requirements of this RFP
- When submitting proposals, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this RFP.
- Proposals may be withdrawn only by delivery of a written request to IDEA Public Schools prior to the specified deadline time/date stated in the RFP. The authorized signatory must sign such requests.
- Proposals received will become a part of the IDEA Public Schools' official files without further obligation to the respondents.
- The contents of a successful Proposal may become a contractual obligation if selected for funding. Failure of the Respondent to accept these obligations can result in cancellation of an award or

purchase agreement. IDEA Public Schools reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this RFP or if adequate funding is not received.

- A response does not commit IDEA Public Schools to award a purchase agreement or a contract. IDEA does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by IDEA Public Schools.
- IDEA Public Schools reserves the right to contact any individual, agency, or employers listed in the RFP, to contact others who may have experience and/or knowledge of the respondent's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.
- Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of IDEA Public Schools, or to any consultant, employee, or member of IDEA Public Schools for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.
- No employee, officer or member of IDEA Public Schools shall participate in the selection, development of a response to this RFP, award or administration of a contract supported by the RFP if a conflict of interest, real or apparent, would be involved.
- 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.
- No purchase agreement or contract may be awarded until the respondent has complied with Executive Order 12549, 29 CFR, Part 98 by submitting a signed Certification of Debarment, which states that neither the respondent, nor any of its principles, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.
- Prior to award of any purchase agreement or contract, a Respondent must sign a Certification Regarding Conflict of Interest stating adherence to IDEA Public Schools policy regarding free and open competition and conflicts of interest.
- The District 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.

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## ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS

Members of the public having complaints regarding the IDEA's purchasing procedures or operations may present their complaints or concerns to the District by written to the following address.

IDEA Public Schools  
Attn. Purchasing Dept.  
2115 W. Pike Blvd  
Weslaco, TX 78596  
(956) 377-8000

## SELECTION CRITERIA

"Most Advantageous Proposal". In evaluating proposals, the following considerations will be taken into account for the award recommendations as per TEA Education Code 44.031(b):

- The purchase price
- The reputation of the vendor and of the vendor's goods and services
- The quality of the vendor's goods or services
- The extent to which the goods or services meet the IDEAS' needs
- The vendor's past relationship with IDEA
- The impact on the ability of IDEA to comply with laws and rules relating to historically underutilized businesses
- The total long-term cost to IDEA to acquire the vendor's goods or services
- Vendor's service and delivery capabilities
- Warranty and warranty service history
- Probability of continuous availability
- Any other relevant factor specifically listed in the RFP

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## RESPONSIVE/RESPONSIBLE RESPONDENTS

IDEA Public Schools staff reviews 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.
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 two copies must be submitted.

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

## EVALUATION

The evaluation criteria and the relative weights for scoring are provided below, the evaluation team will consider the following elements in the evaluation process. **Purchase price is not the only criteria that will be used in the evaluation process.**

RANKING CRITERIA	POINTS (Total 100)
1. Price of Bus/es	60
2. Quality of Bus/es	30
3. References and Past Performance	10
Total	100

IDEA Public Schools may use IDEA Public Schools staff, independent evaluators or a combination of both to evaluate and rank proposals.

After evaluation, an award may be made on the basis of the evaluation and ranking, without discussion, clarification or modification. IDEA Public Schools may enter into negotiations with the highest ranked respondent. If IDEA Public Schools is unable to reach agreement with the highest ranked respondent, the negotiations will terminate and negotiations will begin with the next respondent in the order of the ranking until a contract is reached or IDEA Public Schools has rejected all proposals.

NOTE: After evaluation, any proposal with a total score less than 70 points will be considered as nonresponsive and will be disqualified from further consideration. Proposals receiving a final score of 70 or better are not guaranteed an award. **IDEA Public Schools reserves the right to request Best and Final Offers (BAFO) from all responsive respondents.**

#### HOW TO SUBMIT A PROPOSAL?

All proposal packages must be clearly marked with the Respondents' name and address (**it is very important to include RFP #**). Proposal packages must be delivered to and received prior to the deadline, see TIME-FRAME section (p.4).

Salomon Torres, Transportation Maintenance Manager

Carlos Castaneda, Sr. Director of Transportation

IDEA Public Schools

2115 W. Pike Blvd

Weslaco, TX 78596

(956) 377-8000

**Attn: RFP #18-RFP-TRN-2018**

## PART III- PROPOSAL FORMAT

### TITLE PAGE

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

See coversheet below:



**Transportation**

A Proposal Submitted in Response to

**IDEA Public Schools**

**Request for Proposals #18-RFP-TRN-2018**

**Submitted by:**

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**(Full Legal Name of Respondent)**

**On:**

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**(Date of Proposal Submission)**

**RFP RESPONSE FORMAT AND CONTENT**

1. Page/Items to return/include.

- Title Page
- Table of Contents
- Business Identification
- Additional Requirements
- Compliance with Specifications
- Past Performance/Demonstrated Effectiveness/References
- Cost

2. Documentation must be complete. A respondent's written response shall be the sole means of presenting the service.

**RESPONDENT IDENTIFICATION**

Enter the Respondent's firm's name and address below.

1. Name of Firm \_\_\_\_\_

2. Street Address \_\_\_\_\_

3. City, State & Zip Code \_\_\_\_\_

4. Federal ID# or Social Security Number \_\_\_\_\_

**ADDITIONAL REQUIREMENTS**

1. Ownership: Proposal must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the qualifications.

**NAME:** \_\_\_\_\_ **SSN:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **SSN:** \_\_\_\_\_

**PRICE OF BUS (60 POINTS)**

Provide the cost for the proposed on the attached Proposal Sheet. Prices for all goods and/or services shall be negotiated to a fair market value for the duration of 2018-2019 school year

Describe in detail how your company negotiates the best pricing ensuring you pass the savings unto the consumer. Also describe what internal process you have for informing IDEA on price fluctuations of a specific item or upcoming.

**QUALITY OF BUS (30 POINTS)**

Describe in detail how you plan to provide the highest level of quality to IDEA Public Schools. You should also include “why your company or organization is the best choice” to provide produce to our schools.

**REFERENCES AND PAST PERFORMANCE (10 POINTS)**

Describe in detail the type of services provided for other organizations. List at least three of these organizations, along with contact information.

## ATTACHMENTS

The attachments listed below are required and should be included with the proposal. **Attachment C** is required to ensure that no potential conflicts of interest exist with IDEA Public Schools Board or staff members. **All forms must be signed and completed.**

1. Reference Sheet
2. Proof of Insurance or Bonding
3. Attachment A - Certification of Respondent
4. Attachment B - Certification Regarding Drug-Free Workplace
5. Attachment C –Conflict of Interest
6. Attachment D - Equal Opportunity and Nondiscrimination
7. Attachment E– Bidders Certifications Form
8. Attachment F- Certification Regarding Lobbying
9. Attachment G- Certification Regarding Debarment

**REFERENCE SHEET**

**Note: Respondent must submit at least three (3) responsive business references. (*References from past projects for same or similar goods/services.*)**

	<b>Customer Agency</b>	<b>Contact Person</b>	<b>Telephone #</b>	<b>Address</b>	<b>Amount of Contract</b>
1.					
2.					
3.					
4.					
5.					
6.					

**ATTACHMENT A**

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**CERTIFICATION OF RESPONDENT**

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

**Signature of Authorized Agent:** \_\_\_\_\_

Printed Name and Title of Agent: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

FAX Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email Address (if applicable): \_\_\_\_\_

Web Site Address (if applicable): \_\_\_\_\_

**ATTACHMENT B**

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

*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 a criminal drug abuse statute in the workplace;
- Notifying IDEA Public Schools within ten (10) days of the subcontractor’s receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

\_\_\_\_\_  
Name of Organization/Firm

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

**ATTACHMENT C**

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**CERTIFICATION REGARDING CONFLICT OF INTEREST**

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

- X No manager, employee or paid consultant of the Respondent is a member of the Board, or an employee of IDEA Public Schools;
- X No manager or paid consultant of the Respondent is married to a member of the Board, the CEO, or an employee of IDEA Public Schools;
- X No member of the Board, the CEO or an employee of IDEA Public Schools is a manager or paid consultant of the respondent;
- X No member of the Board, the CEO or an employee of IDEA Public Schools owns or controls more than 10 percent in the Respondent;
- X No member of the Board, CEO, or employee of IDEA Public Schools receives compensation from Respondent for lobbying activities as defined in Chapter 305 of the Texas Government Code;
- X Respondent has disclosed within the Bid any interest, fact or circumstance which does or may present a potential conflict of interest;
- X Should Respondent fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Respondent shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with Idea Public Schools and shall immediately refund to IDEA Public Schools any fees or expenses that may have been paid under the contract and shall further be liable for any costs incurred or damages sustained by Idea Public Schools relating to that contract.

\_\_\_\_\_  
Name of Organization/Firm

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative



## ATTACHMENT D

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### 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:

- 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 against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age (40-70).

- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

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

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

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Name of Organization/Firm

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**Signature of Authorized Representative**

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Date

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Print Name and Title of Authorized Representative

**ATTACHMENT E**

**BIDDER CERTIFICATIONS FORM**  
 (Return signed form with your submittal)

**1. Felony Conviction Notification**

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "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." Subsection (b) states "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 by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation.  
*Initial where applicable.*

- A. My company is a publicly-held corporation; therefore, this reporting requirement is not applicable.
- B. My company is not owned nor operated by anyone who has been convicted of a felony.
- C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:  
 Name of Felon(s): \_\_\_\_\_  
 Details of Conviction(s): \_\_\_\_\_

**2. Criminal History Record Information Review of Certain Contract Employees**

By signing below, the Bidder agrees to comply with Section 22.0834, Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

- None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.
- OR
- Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:
    1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. No one of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) a n offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.
    2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
    3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
    4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

**3. Lists of Parties Excluded from Federal Procurement or Non Procurement Program**

By signing below, the Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts and are not identified in the "Lists of Parties Excluded from Federal Procurement or Non Procurement Program" issued by the General Services Administration, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404. For additional information refer to <http://www.epls.gov/>.

I, the undersigned authorized agent for the company named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Section 22.0834, Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation and the 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404 in relation to the Lists of Parties Excluded from Federal Procurement or Non Procurement Program.

COMPANY NAME: \_\_\_\_\_  
 AUTHORIZED AGENT'S NAME (PRINTED): \_\_\_\_\_  
 SIGNATURE OF COMPANY OFFICIAL: \_\_\_\_\_

**ATTACHMENT F**

**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. 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, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of Federal contract, the making of a Federal grant, the making of a Federal Loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **END OF IDEA PUBLIC SCHOOLS RFP**

**PACKAGE FOR TRANSPORTATION DEPARTMENT**