



**IDEA Public Schools  
Request for Proposal  
For  
Charter Buses  
#4-RFP-TRNSP-2022 Charter Buses**

## **Calendar of Events**

Advertisements: **July 17, 2022 & July 24, 2022**

Open Solicitation: **Sunday, July 17, 2022**

Pre-Proposal Meeting: **Tuesday, August 9, 2022 @ 10:00AM CST**

Deadline for Questions from Vendors: **Wednesday, August 10, 2022 @ 3:00 PM CST**

Deadline for Responses to Questions: **Friday, August 12, 2022 @ 5:00 PM CST**

Due Date for Submittals: **Wednesday, August 17, 2022 @ 3:00 PM CST**

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## PART I - GENERAL INFORMATION

### 1.1 BACKGROUND

IDEA Public Schools prepares students from underserved communities for success in college and citizenship. We are a growing network of 137 high-performing charter schools serving approximately 78,000 students located throughout the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, Tarrant County in Texas, as well as locations in Louisiana and Florida. IDEA Public Schools is planning to expand to Jacksonville, FL in 2022, Cincinnati, OH in 2022, and Arkansas in 2023. Although IDEA's growth is rapid, it is also well planned and carefully planned. Schools begin with select grade levels and grow as students advance to eventually reach full scale as a Pre-K-12 campus.

The mission of IDEA Public Schools is College for All. IDEA serves primarily low-income students in underserved areas of both rural and urban communities. Over 80% of IDEA students are considered low-income and one of every three students is the first in their family to go to college. Since our first graduating class in 2007, 100% of our seniors have been accepted and matriculated to a college or university every year for fourteen consecutive years. Thanks to a rigorous path to college that begins in Pre-K, IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students.

### 1.2 FUNDING

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

### 1.3 SERVICES SOLICITED

IDEA Public Schools is soliciting a Request for Proposals (RFP) for Charter Buses.

- a. Each vendor shall furnish the information required by the Contract Documents. The vendor shall sign the *proposal*, *all addenda*, and the *Bid/Proposal 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. IDEA Public Schools does not pay Federal Excise Taxes. Tax exemption certificates will be provided upon request.
- c. Proposals submitted on forms other than the IDEA forms or with different terms or provisions may be considered as **non-responsive** proposals.
- d. All Proposals shall remain firm for a term of 120 days after RFP solicitation period is closed.

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- e. 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.
- f. "Reservations". IDEA expressly reserves the right to:
  - o Waive minor deviations from the specifications when it is determined that the total cost to IDEA of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming proposal.
  - o Waive any defect, irregularity, or informality in any proposal procedure.
  - o Reject any or all proposals.
  - o Amend a proposal prior to the proposal opening date to extend or make changes to specification.
  - o Procure any services by other means.
  - o Increase or decrease the quality of services specified in the proposal unless the offeror specifies otherwise.

#### 1.4 TIME FRAME

An RFP packet will be available at link <https://ideapublicschools.org/our-story/finance-budget/>. 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 Wednesday, August 17, 2022 @ 3:00PM CST**

The conference call will be held via web on <https://bluejeans.com/848700193> or join via phone: [+1-888-240-2560](tel:+18882402560) (Conference ID: 848 700 193)

If you have any questions regarding this RFP process, please contact the Procurement Administrator, Delilah Veliz, at [delilah.veliz@ideapublicschools.org](mailto:delilah.veliz@ideapublicschools.org). Bid/Proposals must be delivered to IDEA Headquarters: 21155 W. Pike Blvd. Weslaco, TX 78596 and/or received via the web-based software [Tyler Munis](#) prior to this deadline to the address or link noted above. There will be no exceptions. **Bid/Proposals received after the deadline will not be considered for this procurement. No facsimiles or e-mails will be accepted.**

#### 1.5 PAYMENT TERMS

Payment will be issued upon review and approval of the invoice within 30 days (Net 30). Invoices shall be fully documented as to labor, materials, and equipment provided. Orders will be placed by IDEA Public Schools and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. Invoices should be submitted to IDEA Public Schools ATTN: Accounts Payable via email at [payable@ideapublicschools.org](mailto:payable@ideapublicschools.org) or by mail at 2115 W. Pike Blvd., Weslaco, Texas 78596.

## PART II- PROPOSAL CONTENT AND PROCESS

### 2.1 PURPOSE

The intention of this Request for Proposals (RFP) is to solicit responses for Charter Buses is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with Texas Education Code Section 44.031.

### 2.2 NOTICE TO ALL VENDORS

IDEA requires the following:

- 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 Procurement Staff at [purchasing@ideapublicschools.org](mailto:purchasing@ideapublicschools.org) by **Wednesday, August 10, 2022 @ 3:00 PM CST**
- d. IDEA encourages HUB vendor participation, if vendor is a state certified HUB vendor (Historically Underutilized Business) and/ or certified MWBD vendor (Minority and Women-owned Business), **certification must be included in submittal.**
- e. All pricing and any award under this RFP shall be available for all IDEA departments and divisions and any other entity purchasing through IDEA.
- f. Former or current employees of IDEA Public Schools or any of IDEA's entities **should not** submit a response to this solicitation as this is a direct conflict of interest.

### 2.3a SCOPE OF SERVICES

It is the intention of IDEA Public Schools to establish one or more contracts with highly qualified vendors for Charter Bus services. Vendor shall, at the request of Idea Public Schools, provide these products and/or covered services under the terms of this RFP and contract.

#### SCOPE

The scope of the services will entail the furnishing of Charter Bus Transportation Services from a designated school location to local field trips, out-of-state field trips, athletic events, and return to the departing location in requested extracurricular activities.

#### Requirements

1. Vendor must be listed on the Federal Motor Carrier Safety Administration database (FMCSA)

2. Vendor must have an "AUTHORIZED" operating status
3. Vendor must be authorized to transport "PASSENGERS"
4. Vendor must have lower than the national average "OUT OF SERVICE %" inspections for vehicles and drivers
5. Vendor must provide names of all drivers so that IDEA Public Schools may run a T.E.A. standard background check at the expense of the vendor
6. Vendor must provide a copy of their current emergency plan to include vehicle breakdown on the road, replacement bus, driver sickness, etc. with RFP submission

#### **EXCLUSIVITY**

The contract will be awarded to multiple vendors in different regions (Texas, Louisiana, Florida, Ohio) due to vehicle availability issues. The award will list vendors awarded for calls for quotes and availability as needed by IDEA Public School location. It is possible that all respondents will be awarded and placed on the list of vendors and individual transaction awards will be determined by criteria listed below.

#### **PERMITS**

All necessary and required transportation permits must be current and active. The company must be authorized to conduct business in the United States with emphasis on Texas, Louisiana, Florida, and Ohio.

#### **DRIVERS**

All drivers must be certified, licensed, and trained to operate such transportation vehicles and perform the necessary services involved with charter services.

No Driver/Operator or employee of the vendor/carrier, with the following background(s) shall operate or be on vehicle while transporting, loading, or unloading IDEA's students or employees.

- Anyone convicted of a felony.
- Anyone convicted of a sexually related crime.
- Anyone under the influence.

**All names of drivers must be provided so that IDEA Public Schools may run a T.E.A. standard background check at the expense of the vendor.**

#### **RESERVATIONS**

All trips must be reserved upon the submission of an approved IDEA Public Schools Purchase Order, based on the date and quantity of buses in order to meet the transportation needs of IDEA Public Schools. Delivery as stated on the PO. Final payment will occur after the service has been satisfactorily performed (Net 30).

#### **RESERVATION CANCELLATION**

Cancellation will be made by the Idea Public Schools at least 24 hours in advance; however, a cancellation may be made by IDEA Public Schools with less than 24 hours notice due to unforeseeable circumstances, such as inclement weather or other situations beyond the control of the Idea Public Schools. IDEA Public Schools will fax, email or phone cancellation notices to the awarded vendor(s). The supplier shall provide at least 48 hours notice of cancellation to the Idea Public Schools. In the event the supplier cancels a reservation, the supplier is responsible for providing a replacement bus and/or driver from a supplier that meets IDEA's requirements mentioned in this document. Cancellations made according to this paragraph are exempt from any fees or cancellation charges levied against the Idea Public Schools.

#### **Vehicle Conditions**

1. Vehicles must not be older than 10 years old.
2. Vehicles must be maintained in a safe and clean condition. Equipment shall be operable and meet Commercial Transportation Companies guidelines. A copy of aforementioned guidelines must be provided to IDEA Public Schools.
3. Chartered buses shall be fully equipped with a restroom and air conditioning (TV & DVD optional).
4. Staff and Coordinators shall be professional. They shall ensure details are covered and that there is communication with **all** participating vehicles.
5. Drivers shall be professionally uniformed.
6. Drivers shall not transport IDEA students or employees if they have been exposed to someone who tested positive for COVID-19 within 14 days or are experiencing symptoms of COVID-19.



## 2.3b DESIRED SERVICES

### CHARTER BUS SERVICES FOR IDEA PUBLIC SCHOOLS

Idea Public Schools is looking to obtain responses from vendors that can provide Charter Bus services for all IDEA regions (Texas, Louisiana, Florida, and Ohio).

## 2.3c CONTRACT PERIOD

The agreement(s) resulting from this solicitation will be in effect for an initial term of three (3) years from the date of award or such date established by the agreement. The parties, by mutual consent, may renew the agreement for up to two (2) additional one (1) year periods. In addition, IDEA reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date, if necessary, to ensure no lapse in service.

## 2.4 IDEA PUBLIC SCHOOLS RESPONSIBILITY

- a. IDEA reserves the right to cancel any resulting contract due to unacceptable prices variances from the price agreed upon through this RFP. The contracted vendor shall provide advance notice/notification when an increase in price occurs for an 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 available for all IDEA departments and divisions and any other entity purchasing through IDEA

## 2.5 PRE-BID/PROPOSAL MEETING (CONFERENCE CALL)

A Pre-Submittal conference call will be held on **Tuesday, August 9, 2022 @ 10:00 AM – 11:00 AM CST**, during which time any questions regarding the RFP will be answered. The conference call will be held via web on <https://bluejeans.com/848700193> or join via phone: [+1-888-240-2560](tel:+18882402560) (Conference ID: [848 700 193](https://bluejeans.com/848700193)). Attendance is not mandatory.

## 2.6 WHO IS ELIGIBLE TO RESPOND?

Respondents who are eligible to meet the technical specifications for quality and other terms of this Bid/Proposal package, and who are not debarred and/or suspended from conducting business with Idea Public Schools, federal and state funded agencies and are recognized by the Texas Comptroller of Public Accounts as having an “Active” right to transact business in Texas are invited to respond. A prospective

respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a Bid/Proposal, represents to IDEA Public Schools that it meets the following requirements:

- a. Possesses or is able to obtain adequate financial resources to perform services requested under this RFP
- b. Respondent shall comply with the requirements proposed in this RFP
- c. Respondent shall be in good standing with all applicable national or state associations

## 2.7 PROPOSAL SUBMISSIONS

Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of the RFP.

To be considered, the Proposal must be prepared according to the following specifications and should include the format references in Section 3.2- RFP Response Format and Content.

All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Vendor.

Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services requested herein. Vendor will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Vendor does not expect IDEA to incur any costs, the Proposal shall state "No costs to IDEA."

IDEA is **exempt from federal excise tax, state, and local tax.** Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.

Any Proposals submitted in response to this RFP will be irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date whether or not another RFP has been accepted.

Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all conditions set forth in this document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions. If no changes are indicated, IDEA shall expect to receive the service(s) exactly as specified.

IDEA reserves the right to select any offer it deems the best value, regardless of price.

IDEA may accept multiple offers for the same services.

## 2.8 PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of services under this RFP shall be in accordance with IDEA's Purchasing Policy<sup>1</sup> and the general terms and conditions set forth in this section, which shall form a part of the contract documents and purchase order for good and/or services included in this RFP:

- 1) IDEA is utilizing the RFP method of procurement in accordance with 2 CFR § Part 200.320 (b)(2)
- 2) This RFP will be awarded to the responsible offeror whose proposal is most advantageous to IDEA, with price and other factors considered.
- 3) All proposals must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the deviations and exceptions form. See attachment "K". Deviations or exceptions stipulated in a vendor's response may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposals being disqualified. In the absence of any deviation(s) identified and described in accordance with above, Vendor must fully comply with the Terms and Conditions, Proposal Specifications, and all other requirements associated with this Bid/Proposal solicitation.
- 4) IDEA assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a Bid/Proposal or any amendments or addenda, participating in pre-Bid/Proposal conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a Contract/Agreement pursuant to this RFP.
- 5) All prices in Vendor's proposal should remain firm for the Term of the Agreement. Any price changes shall be presented to IDEA, for acceptance or rejection by IDEA, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by the IDEA prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms and conditions, and/or manufacturers/distributors' impact (if any).
- 6) Invoices shall be directed to IDEA and submitted to IDEA Headquarters Business Office [payable@ideapublicschools.org](mailto:payable@ideapublicschools.org) net 30 days after services have been rendered. Vendor shall submit invoices within a timely manner during IDEA fiscal year in which the good(s) and/or service(s) are purchased, and:
  - a) Submit invoice(s), in duplicate, on each purchase order at the time or shortly after each delivery.
  - b) Invoices shall indicate the purchase order number.
  - c) All invoice(s) shall be itemized to include a description of each good(s) and/or service(s) rendered.

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<sup>1</sup> [https://ideapublicschools.org/wp-content/uploads/2021/07/05.-Purchasing-Policy-Proposed-Amendment-July-2021\\_final.pdf](https://ideapublicschools.org/wp-content/uploads/2021/07/05.-Purchasing-Policy-Proposed-Amendment-July-2021_final.pdf)

- d) Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
  - e) Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
  - f) Total all extensions on the invoice.
  - g) Discount, if applicable, must be stated, extended and deducted to arrive at a Net Total for invoice.
  - h) Transportation charges, if any, shall be listed separately.
  - i) A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.
  - j) Date of purchase order must be shown.
  - k) Payment shall not be due until the above instruments are submitted after delivery.
  - l) Vendors should keep the IDEA advised of any changes to remittance addresses.
  - m) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
  - n) Do not include Federal Excise, State or City Sales Tax. The IDEA shall furnish exemption certificate, if required.
  - o) Each invoice should be verified by IDEA for accuracy.
  - p) If a credit is due, the next/subsequent invoice must show the credit owed and applied.
  - q) If IDEA denies or rejects a product deemed unacceptable, the IDEA-HQ staff will make a notation directly on the invoice, initial and date it, along with the initials of the delivery driver
- 7) Vendor is required to provide IDEA with copies of certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to IDEA prior to the commencement of any work under this Agreement. For coverages required under this Agreement, Contractor's insurer (s) shall waive subrogation rights against IDEA's Primary Coverage. For claims related to this Agreement, Contractor's insurance coverage shall be primary and non-contributory with other coverage by the IDEA. Contractor's insurer(s) shall name IDEA Public Schools as Additional Insured on their policy. The insurance company ensuring the vendor shall be licensed in the State of Texas and shall be acceptable to IDEA. Each policy shall contain a valid provision or endorsement requiring notification to IDEA in the event any of the required policies are to be canceled or non-renewed before the expiration date thereof. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal or reduction in limits to IDEA by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) of said Agreement to maintain coverage as specified below. IDEA reserves the right to require additional insurance should IDEA deem additional insurance necessary, in IDEA's sole discretion. Proof of insurance coverage must be submitted with the proposal. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement:

- a) Workman's Compensation/Employer's Liability:

Statutory Limits

- i) \$500,000 Each Accident
- ii) \$500,000 Policy Limit
- iii) \$500,000 Each Employee
- b) General Liability, Bodily Injury & Property Damage:
  - i) \$2,000,000 Aggregate
  - ii) \$1,000,000 Per Occurrence
- c) Automotive Liability:
  - i) \$250,000 Each Person
- d) Bodily Injury:
  - i) \$500,000 Each Accident
- e) Property Damage:
  - i) \$250,000

**Proof of Insurance:** Contractor certifies to provide an Accord 25 Form/ (Certificate of Insurance) as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement.

**Workers' Compensation/Employer's Liability:** Contractor shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim and \$500,000 aggregate for all bodily injuries.

**Automobile Liability:** Contractor shall maintain Automobile Liability coverage with limits of at least \$1,000,000 per occurrence. Applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability coverage with limits of at least \$1,000,000 for each occurrence, , and \$2,000,000 policy aggregate.

**Excess/Umbrella Liability:** Contractor shall maintain Excess or Umbrella Liability coverage with limits of \$5,000,000 policy aggregate.

**Other Insurance Provisions Additional Insured Status:** For Commercial General Liability, Auto Liability, Excess or Umbrella Liability,), Contractor's insurer(s) shall name IDEA Public Schools as Additional Insured.

**Waiver of Subrogation:** For coverages required under this Agreement, Contractor's insurer (s) shall waive subrogation rights against IDEA Public School's Primary Coverage. For claims related to this Agreement, Contractor's insurance coverage shall be primary and non-contributory with other coverage maintained by the IDEA.

- 8) **BUY AMERICAN PROVISION (if applicable):** IDEA requires for domestic end products and supplies for use in the United States when spending federal funds. IDEA, participating in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program for Children, Summer Food Service Program and/or Child and Adult Care Food Programs, is required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent

practicable, to buy domestic commodities and products. A “domestic commodity or product” is defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities produced in the United States. “Substantially” means over 51 percent (51%) of the final processed product must consist of agricultural commodities that were grown domestically. For foods that are unprocessed, agricultural commodities must be domestic and for foods that are processed, they must be processed domestically using agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the United States. The product label must designate the United States, or its territories, as the country of origin. IDEA requires Vendor to certify compliance with the Buy American provision, as defined in 7 CFR § 210.21(d).

- 9) Vendors shall provide certification of the domestic content in the parts, components, and other elements contained in the product, including specific information about the percentage of U.S. content from the supplier (i.e., manufacturer or distributor). In the event Vendor or Vendor’s supplier(s) are unable or unwilling to certify compliance with the Buy American provision, or applicability of an exception to the Buy American provision, IDEA may decide not to purchase from Vendor. IDEA may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement. **Any exception to the Buy American Provision must be explicitly stated on the deviations of this proposal and include the country of origin, and percent (%) of U.S. content for each item.** Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by IDEA upon request. To be considered for an alternative or exception, the request must be submitting in writing to a designated official of IDEA in advance of delivery; IDEA may set a deadline for such requests to be submitted by Vendor. The request must include:
- a. Alternative substitute(s) that are domestic and meet the required specifications:
    - i) Price of the domestic food alternative substitute(s); and
    - ii) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
  - b. Reason for exception: limited/lack of availability or price (include price):
    - iii) Price of the domestic food product; and
    - iv) Price of the non-domestic product that meets the required specification of the domestic product.

See 7 CFR § 210.21(d), and USDA-FNS memo SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program. The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds.

- 10) All goods and/or services provided by the Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of IDEA’s acceptance of the product and/or service or payment of the applicable invoice. If the Vendor’s/manufacturer’s warranty is less than the required period, the Vendor shall warrant the goods and/or services to the full extent as provided by the Vendor/manufacturer. IDEA will endeavor to give the contractor written notice of the breach of

warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair IDEA's rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by IDEA. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order

- 11) IDEA reserves the right to accept or reject any or all proposals received or to cancel or extend in part or its entirety, this RFP, or make multiple or partial awards.
- 12) Award of purchase agreement or contract shall be made only to a responsible offeror whose proposal is most advantageous to IDEA, with price and other factors considered.
- 13) When submitting Bid/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.
- 14) Proposals may be withdrawn only by delivery of a written request to IDEA Public Schools – Assistant Director of Procurement prior to the specified deadline time/date stated in the RFP. The authorized signatory must sign such requests.
- 15) Proposals received will become a part of the IDEA's official files without further obligation to the respondents.
- 16) The contents of a successful proposal shall 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 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.
- 17) A response does not commit IDEA 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.
- 18) IDEA 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.
- 19) Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary

value to any officer or employee of IDEA, or to any consultant, employee, or member of IDEA for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other Bid/Proposal submitted hereunder.

- 20) No employee, officer or member of IDEA shall participate in the selection, development of a response to this RFP, award or administration of a contract issued pursuant to this RFP if a conflict of interest exists, real or apparent.
- 21) **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with members of IDEA's Board of Directors or other officials from the date this solicitation is released until the award of a contract by IDEA's Board of Directors.
- 22) **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by IDEA, payment terms shall be Net thirty (30) days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
- 23) **INDEPENDENT CONTRACTOR RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Contractor or between IDEA and the Contractor's employees. IDEA shall not be subject to any obligation or liabilities of the Contractor or the Contractor's employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for IDEA employees, nor be covered by IDEA's Workers' Compensation Program.
- 24) **LIMITATIONS AND NO WAIVER OF GOVERNMENTAL IMMUNITY:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TYPES OF CONTRACTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR 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. THE CONTRACTOR FURTHER ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS RFQ AND/OR IN ANY RESULTING CONTRACT WITH IDEA SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY, OR SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.
- 25) **INDEMNIFICATION:** THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA PUBLIC SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS,



AGENTS, AND EMPLOYEES (COLLECTIVELY THE "IDEA INDEMNITEES") IN 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 THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, 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.

- 26) 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 with respect to the performing of such a contract. In the event this contract is cancelled by IDEA pursuant to this provision, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 27) ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of IDEA. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 28) WAIVER: No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 29) MODIFICATIONS: The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
- 30) INTERPRETATION OF EVIDENCE: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determining the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- 31) APPLICABLE LAW: This contract shall be governed by the policies of IDEA's Board of Directors, laws of the State of Texas, and the Uniform Commercial Code, without regard to the conflict-of-

interest principles of the State of Texas. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. IDEA Board Policies can be accessed at <https://ideapublicschools.org/our-story/national-board-of-directors/> (lower right-hand side).

- 32) ADVERTISING: The Contractor shall not advertise or publish, without IDEA's prior consent, the fact that IDEA has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
- 33) LEGAL VENUE: Both parties agree that venue for any litigation arising from the contract shall lie in Hidalgo, Texas.
- 34) FUND AVAILABILITY: Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by IDEA's Board of Directors or otherwise not made available to IDEA.
- 35) TERMINATION: IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from this Bid/Proposal solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of IDEA, for convenience.
- 36) INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT: Pursuant to Texas Family Code –§ 231.006(d), regarding child support, the Contractor certifies that the Contractor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful Bid/Proposald and IDEA may be terminated and payment may be withheld if this certification is inaccurate.
- 37) SIGNATURE AUTHORITY: By submitting the Response, the Contractor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission on this Response.
- 38) DEBARMENT AND SUSPENSION: Neither the Contractor nor any of its officers, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O 12549 and E.O. 12689-Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
- 39) This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by either party in whole or in part in the event of the other party's substantial failure to fulfill its obligations under this agreement through no fault of the terminating party. The defaulting party must provide written notification of the default and intent to terminate within a minimum of ten (10) business days. At IDEA's option, and in addition to any other remedies it may have available, IDEA reserves the right to terminate the Agreement if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the

certifications. Without limiting the scope of the foregoing, one or more of the following constitutes grounds for termination:

- a. Default in the payment of any fees, including timely remittance of Service Fee due to;
- b. Continuous delivery of product or services rendered that fails to meet the Scope of Work;
- c. Continuous delivery of a product that is defective or fails to pass product inspection;
- d. Continuous failure to meet required delivery timelines (three times or more);
- 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 including, but not limited to, information requested of these Terms and Conditions
- g. Selling non-awarded goods or services to IDEA under this Agreement;
- h. Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to IDEA 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.

40) 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. IDE 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.

- 41) 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.
- 42) 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.
- 43) 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.

## 2.9 ADMINISTRATIVE PROCEDURE FOR BID/PROPOSALDER COMPLAINTS

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

**IDEA Public Schools**  
Attn. Purchasing Department  
2115 W. Pike Blvd  
Weslaco, TX 78596

## 2.10 RESPONSIVE/RESPONSIBLE RESPONDENTS

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. If Mailed in One original (in blue ink and marked original) One Electronic 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 the required signatures. **NOTE:** Do not send individual files of each section or page of your proposal as the electronic version.

## 2.11 COMPETITIVE SELECTION OF RESPONSIBLE RESPONDENTS

This is a negotiated procurement and as such, award will not necessarily be made to the lowest priced proposal. Award will be made to the partner submitting the best responsive proposal satisfying IDEA's requirements, price, and other factors. If one vendor cannot meet the requirements outlined in this document,

the award may be divided among several qualified vendors.

Proposals will be evaluated on criteria deemed to be in IDEA's best interest, including but not limited to:

- Purchase price
- The reputation of the vendor and of the vendor's goods and services
- The quality of the vendor's goods and services
- The extent to which the vendor's goods and services meet the needs of IDEA
- Vendor's past relationship, if any, with IDEA or other charter schools
- Long term cost to IDEA
- Vendor's principal place of business
- Any other relevant factor listed in the RFP

IDEA will also evaluate each proposal(s) in the areas of the proposed plan, experience/service capabilities, and value on the following pre-determined criteria. The committee evaluating the proposals submitted in response to this RFP may require any or all vendors to give an oral presentation to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, vendors may be requested to revise any or all portions of their proposals.

## 2.12 EVALUATION

IDEA intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. IDEA will first review the proposals to assess Proposer's responsiveness and compliance with the administrative requirements of the RFP. IDEA will also determine whether the Proposer is one with whom the Authority can or should do business. All Bid/Proposals will be screened for inclusion of all required information prior to release to the evaluation team. IDEA staff may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal.

IDEA Public Schools will use an Evaluation Committee to review and evaluate the Proposals. All proposals will be evaluated using the same criteria, outlined herein. Throughout the evaluation and selection period, Proposer may be required to furnish additional information, make presentations and attend meetings as requested by IDEA Public Schools. IDEA Public Schools will accept the Proposal it deems most likely to meet the goals of the services outlined in this RFP.

Criterion	Max Points Allowed
Cost	51
Service Quality/Previous Experience	20
Business Qualifications/Geographic Coverage	15
Safer Report	10
References	4
Total	100

## Schedule of Rates and Charges

Item #	Description	Rates
1.	<b>Charter Bus</b> • 55-59 passenger	First Four (4) Hours: \$ _____ Each Additional Hour: \$ _____/hour Mileage Charge (if in addition to hourly charge): \$ _____/mile Deadhead Mileage Charge (if in addition to hourly charge): \$ _____/mile Daily Rate (_____ hrs.): \$ _____/day Overnight Charge: \$ _____ Minimum Trip Charge (if any): \$ _____ Cancellation Fees: < 24 hrs: \$ _____ > 24 hrs: \$ _____ Other: _____
2.	<b>Charter Bus</b> • 47-50 passenger	First Four (4) Hours: \$ _____ Each Additional Hour: \$ _____/hour Mileage Charge (if in addition to hourly charge): \$ _____/mile Deadhead Mileage Charge (if in addition to hourly charge): \$ _____/mile Daily Rate (_____ hrs.): \$ _____/day Overnight Charge: \$ _____ Minimum Trip Charge (if any): \$ _____ Cancellation Fees: < 24 hrs: \$ _____ > 24 hrs: \$ _____ Other: _____
3.	<b>Charter Bus</b> • 33-36 passenger	First Four (4) Hours: \$ _____ Each Additional Hour: \$ _____/hour Mileage Charge (if in addition to hourly charge): \$ _____/mile Deadhead Mileage Charge (if in addition to hourly charge): \$ _____/mile Daily Rate (_____ hrs.): \$ _____/day Overnight Charge: \$ _____ Minimum Trip Charge (if any): \$ _____ Cancellation Fees: < 24 hrs: \$ _____ > 24 hrs: \$ _____ Other: _____
Item #	Description	Rates
4.	<b>Charter Bus</b> • 28-30 passenger (mini- bus)	First Four (4) Hours: \$ _____ Each Additional Hour: \$ _____/hour Mileage Charge (if in addition to hourly charge): \$ _____/mile Deadhead Mileage Charge (if in addition to hourly charge): \$ _____/mile Daily Rate (_____ hrs.): \$ _____/day Overnight Charge: \$ _____ Minimum Trip Charge (if any): \$ _____ Cancellation Fees: < 24 hrs: \$ _____ > 24 hrs: \$ _____ Other: _____

5.	<b>Charter Bus</b> <ul style="list-style-type: none"> <li>23-25 passenger (mini- bus)</li> </ul>	<b>First Four (4) Hours:</b> \$ _____ <b>Each Additional Hour:</b> \$ _____/hour <b>Mileage Charge (if in addition to hourly charge):</b> \$ _____/mile <b>Deadhead Mileage Charge (if in addition to hourly charge):</b> \$ _____/mile <b>Daily Rate (_____ hrs.):</b> \$ _____/day <b>Overnight Charge:</b> \$ _____ <b>Minimum Trip Charge (if any):</b> \$ _____ <b>Cancellation Fees:</b> < 24 hrs: \$ _____ > 24 hrs: \$ _____ <b>Other:</b> _____
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In the event that parties involved consent to contract time extensions beyond original contract terms, the following conditions for price adjustments shall apply. Prices Bid/Proposal herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by current awarded respondent.

### 2.13 HOW TO SUBMIT A BID/PROPOSAL?

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

Delilah Veliz, Procurement Administrator  
 IDEA Public Schools 2115 W. Pike Blvd Weslaco, TX 78596  
Attn: RFP #4-RFP-TRNSP-2022-Charter Buses

## 2.14 RFP TIMELINE

### RFP/RFQ Timeline

<b>RFP/RFQ Issued</b>	July 17, 2022
<b>Pre-Proposal Meeting</b>	August 9, 2022
<b>Respondent Question Cut-Off Date</b>	August 10, 2022
<b>Addendum Issue Date</b>	August 12, 2022
<b>Proposal Due Date</b>	August 17, 2022
<b>Evaluation Period</b>	August 25, 2022- September 1, 2022
<b>Board Meeting</b>	September 16, 2022



Proposal Opening is scheduled for August 17, 2022. A formal “opening” will not be held and pricing will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but IDEA’s records are a matter of public record.



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## PART III- BID/PROPOSAL FORMAT

### 3.1 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:

A Bid/Proposal Submitted in Response to

**IDEA Public Schools**

**Request for Proposal #4-RFP-TRNSP-2022**

Charter Buses

**Submitted by:**

---

**(Full Legal Name of Respondent)**

**On:**

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**(Date of Proposal Submission)**

### 3.2 RFP RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.

- **Title Page-** Respondents must complete the Title Page and include it as the cover sheet for proposals submitted in response to this RFP
- **Section One- Preface/ Table of Contents-** The Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal. Please include business name, address, point of contact and contact information.
- **Section Two- Executive Summary/Summary of Past Experiences-** This section shall contain the full name and address of the partner submitting the proposal. In addition, it shall contain names, titles, certifications, and years of experience for the personnel who will lead partnership services
- **Section Three- Summary Proposal Response to Scope of Service and Performance Requirements-** Proposal Response to Scope of Service and Performance Requirements: The Proposer shall provide a description of services and capabilities as outlined in the Scope of Service and Performance Requirements section of this RFP. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal. The response shall be clear and succinct and address the Criteria. If any service or requirement cannot be performed, the Proposer shall state 'not applicable or 'unable to perform.
- **Section Four- Required Forms-** Respondent should provide all required forms identified in **Section 3.5 Notice to Respondents "Attachments"** Forms should be complete and signed and/or initialed.
- **Section Five- Additional Documentation-** The Respondent is invited to describe any aspects of its organization or submittal that, by way of background, experience, unique qualifications, or another basis would set it apart from the competition in its ability to accomplish the Scope of Services.

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

### 3.3 RESPONDENT IDENTIFICATION

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

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

Name of Respondent: \_\_\_\_\_

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

City, State & Zip Code: \_\_\_\_\_

\_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

### 3.4 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: \_\_\_\_\_

### 3.5 NOTICE TO RESPONDENTS

Questions must be submitted via email to Delilah Veliz, Procurement Administrator, at [delilah.veliz@ideapublicschools.org](mailto:delilah.veliz@ideapublicschools.org). The email subject line should read: Questions - #4-RFP-TRNSP-2022 – Charter Buses Questions submitted by respondents and answers prepared by IDEA, along with Addenda to this RFP, if applicable, will be posted on the Tyler Munis Self Service website.

Oral answers provided by IDEA, or its agents shall not be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing, via a signed addendum or amendment from IDEA.

### 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. Attachment A - Certification of Respondent
2. Attachment B – Certification Regarding Clean Air and Water Acts
3. Attachment C – Certification Regarding Work Hours & Safety Standards
4. Attachment D – Certification Regarding Davis-Bacon Act
5. Attachment E - Certification Regarding Drug-Free Workplace
6. Attachment F – Conflict of Interest Questionnaire
7. Attachment G - Equal Opportunity and Nondiscrimination
8. Attachment H– Bid/Proposalder Certification Form
9. Attachment I- Certification Regarding Lobbying

10. Attachment J- Certification Regarding Debarment or Suspension
11. Attachment K – Deviations and Exceptions Form
12. Attachment L – Terms and Conditions for Contracts Paid with Federal Funds
13. Attachment M – Reference Sheet
14. Attachment N – Vendor Pricing
15. Attachment O- Respondent's W-9
16. Attachment P- Proof of Insurance or Bonding
17. Attachment Q- Vendor Packet
18. Exhibit B- Sample Independent Contractor Agreement (Not Required)

**ATTACHMENT "A"**

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**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this quote/Bid/Proposal and have read the specifications, terms and conditions, which are a part of this solicitation. My signature also certifies that I am authorized to submit this quote/Bid/Proposal. 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 CLEAN AIR AND THE FEDERAL WATER POLLUTION CONTROL ACT**

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 Authorized Representative

\_\_\_\_\_  
Date

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

Bid/Proposalder's Initials: \_\_\_\_\_

**ATTACHMENT "C"****CERTIFICATION REGARDING WORK HOURS AND SAFETY STANDARDS**

*Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*

The undersigned subcontractor certifies it will comply with the contract work hours and safety standards act:

- No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- In the event of any violation of the clause set forth in first paragraph of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States Department of Labor for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in first paragraph of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in first paragraph of this section.
- The United States Department of Agriculture shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Bid/Proposalter'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

Bid/Proposalter's Initials: \_\_\_\_\_

## ATTACHMENT “D”

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### CERTIFICATION REGARDING DAVIS-BACON ACT

*Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.*

The undersigned subcontractor certifies it will provide a drug-free workplace by:

- All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- Additionally, contractors are required to pay wages not less than once a week.

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

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

\_\_\_\_\_  
Date

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

Bid/Proposalder's Initials: \_\_\_\_\_

**ATTACHMENT "E"**

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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.

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Name of Organization/Firm

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Signature of Authorized Representative

---

Date

---

Print Name and Title of Authorized Representative

Bid/Proposalder's Initials: \_\_\_\_\_

**ATTACHMENT "F"****CONFLICT OF INTEREST QUESTIONNAIRE**

**Instruction to respondent:** The Texas Ethics Commission Form CIQ, Conflict of Interest Questionnaire, that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must sign this form in blue ink. Failure to complete this form pursuant to this and other instructions shall disqualify the proposal.

By signature of this Proposal, the Vendor covenants and affirms that:

- No manager, employee or paid consultant of Vendor is a member of the IDEA Board of Directors or an employee of IDEA.
- No manager or paid consultant of Vendor is married to a member of the IDEA Board of Directors, IDEA's Chief Executive officer, or an employee of IDEA.
- No member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor any employee of IDEA owns or controls more than 10% in Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor any employee of IDEA receives compensation from Vendor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor fail to a Bid/Proposal by the foregoing covenants and affirmations regarding conflict of interest, Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with IDEA and shall further be liable for any costs incurred or damages sustained by IDEA relating to that contract.

\_\_\_\_\_  
Vendor Name

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

\_\_\_\_\_  
Date

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

Bid/Proposalder's Initials: \_\_\_\_\_

**ATTACHMENT “F” continued**

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This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Respondent must fill-out the Conflict-of-Interest Form CIQ and submit with their proposal.  
The Conflict-of-Interest Form CIQ can be found at the following link:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Bid/Proposalter's Initials: \_\_\_\_\_

**ATTACHMENT “G”**

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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). 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.

Bid/Proposalder’s Initials: \_\_\_\_\_

- 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

Bid/Proposalter's Initials: \_\_\_\_\_

## ATTACHMENT "H"

**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. None 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) an 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: \_\_\_\_\_

Bid/Proposaler's Initials: \_\_\_\_\_



**ATTACHMENT "I"****CERTIFICATION REGARDING LOBBYING****PROCUREMENT**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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 officer 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 Idea Public Schools 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 Idea Public Schools 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.

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Organization Name

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PR/Award Number or Project Name

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Name of Authorized Representative

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Title

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Signature

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Date

Bid/Proposalder's Initials: \_\_\_\_\_

## ATTACHMENT "J"

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### CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

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) and/or principal(s) and certain employees are suspended or debarred. Respondent must certify that it and its owner(s), member(s) and/or principal(s) are not suspended or debarred under federal law and rule.

By submitting this offer and signing this certificate, this Firm certifies that no suspension, debarment, proposed debarment, declaration of ineligibility or voluntary exclusion from participation is currently in effect, which would otherwise preclude Respondent or its owner(s), member(s) principal(s) or employees from receiving a federally funded contract under applicable federal statutes and regulations.

Firm's Name: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_

*(Typed or printed)*

Title of Authorized Company Official: \_\_\_\_\_

*(Typed or printed)*

Signature of  
Authorized Company  
Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## ATTACHMENT “K” – Deviations and Exceptions

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

- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the RFP without deviation and exception.
- ☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications and other requirements set forth in the RFP except as follows:

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(For additional deviations and exceptions, refer to additional pages attached herewith.)

I, the undersigned agent for \_\_\_\_\_ (“Respondent”), certify that Respondent will fully comply with the terms, conditions, specifications and other requirements set forth in the RFP except as identified and described on this form, including any additional pages attached hereto.

---

Signature of Authorized Representative

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Date Signed

[illegible]

## ATTACHMENT “L” – Terms and Conditions for Contracts Paid with Federal Funds

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

- A. **Remedies for Contract Breach or Violations.** Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the School, including the manner by which it will be affected and the basis for settlement.
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. **Davis-Bacon Act.** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by School must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. School must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. School must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in

Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the 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 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor 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).
- H. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- I. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the

OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- J. Byrd Anti-Lobbying. Contractors that apply or Bid/Proposal for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
  
- K. Procurement of Recovered Materials. School and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$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.

I, the undersigned agent for the company named below, represent that the company agrees to the contract provisions set forth on this form.

Company Name: \_\_\_\_\_

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

\_\_\_\_\_  
Date Signed

## ATTACHMENT “M” – Reference Sheet

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Please list a minimum of three references of agencies (governments, charter schools or ISDs) that have used your services. We would prefer some of the references to be new customers in the last year, and Texas agencies are preferred:

1. \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address City State Zip

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

\_\_\_\_\_  
Project Scope

\_\_\_\_\_  
Dates of Contract

2. \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address City State Zip

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

\_\_\_\_\_  
Project Scope

\_\_\_\_\_  
Dates of Contract



3. \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address City State Zip

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

\_\_\_\_\_  
Project Scope

\_\_\_\_\_  
Dates of Contract

4. \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address City State Zip

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

\_\_\_\_\_  
Project Scope

\_\_\_\_\_  
Dates of Contract

## **ATTACHMENT “N” – Vendor Pricing**

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Respondent shall provide pricing / price schedule referencing: “ATTACHMENT “N” in their submitted proposal.”

## **ATTACHMENT “O” – Respondents’ W-9**

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The W-9 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 W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill-out the W-9 and submit with their proposal.

Respondent can obtain the W-9 Form at the following link:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

## **ATTACHMENT "P" – Proof Of Insurance Or Bonding**

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Please provide proof of insurance or bonding.

## ATTACHMENT “Q” – Vendor Packet

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**IDEA VENDOR PACKET WILL BE INCLUDED AFTER PDF HAS BEEN  
CREATED**

## EXHIBIT A – Charter Bus Contract

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### IDEA Public Schools Charter Bus Contract

#### 1. Introduction

- 1.1. This Agreement is entered into by and between IDEA Public Schools, a non-profit corporation and open-enrollment charter school organized and existing under the laws of the State of Texas ("IDEA"), and \_\_\_\_\_ ("Contractor"). IDEA and Contractor are each a "Party" to this Agreement and are referred to collectively as the "Parties."
- 1.2. This Agreement is for the provision of charter bus services on \_\_\_\_\_ for the total amount of \$\_\_\_\_\_.

#### 2. INDEPENDENT CONTRACTOR

- 2.1. Contractor recognizes that it is engaged as an independent contractor and covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of IDEA by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of IDEA.
- 2.2. Contractor will (i) maintain all necessary personnel and payroll records for all employees providing services to IDEA under this Agreement; (ii) compute their wages and withhold applicable Federal, State, and Local taxes and Federal Social Security payments; (iii) remit employee withholdings to the proper governmental authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (iv) pay net wages and fringe benefits, if any, directly to its employees; (v) provide for insurance coverage in the amount hereinafter set forth; and (vi) at the request of IDEA for any valid legal reason, remove any of its employees assigned to provide services under this Agreement, provided that this arrangement shall in no way affect the right of Contractor, in its sole discretion as employer, to hire and terminate its employees.

#### 3. CONTRACTOR RESPONSIBILITIES AND REPRESENTATIONS

Contractor warrants the following:

- 3.1. All buses and/or other equipment furnished under this Agreement shall at all times meet all applicable federal, state, or local laws, regulations, and/or ordinances. Furthermore, all buses used for IDEA's purposes shall pass annual state-required inspection, as well as pass any other required inspections, and shall have all required safety equipment installed and functioning.

- 3.2 All buses furnished under this Agreement will be certified by the manufacturer for their particular intended use pursuant to federal and state law.
- 3.3 Every bus furnished by Contractor to provide services to IDEA shall be completely examined by Contractor at least once every three (3) months during the term of this Agreement as to, among other things, front end, brakes, tires, safety equipment, and engine. A report of such inspection shall be maintained in Contractor's office.
- 3.4 All vehicles and equipment necessary to fulfill this Agreement shall be clean, in good working order, and conform with proper standards of the industry. Additionally, all services to be performed by Contractor under this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.
- 3.5 Contractor shall maintain all vehicles in accordance with law and industry accepted industry accepted maintenance standards, including but not limited to the standards provided at 37 Texas Administrative Code § 14.52. Contractor shall be responsible for the payment of all operating expenses of each vehicle, including the cost of maintenance to keep each vehicle in good working condition, properly serviced and greased, and shall make all necessary repairs and replacements. Contractor shall pay for all oil, anti-freeze, vehicle washing, highway and roadside service, and towing charges required or incurred in connection with the operation of the vehicles in providing services under this Agreement.
- 3.6 Contractor shall be solely responsible for ensuring that all vehicles are supplied with adequate fuel to meet any transportation needs associated with this Agreement. In the event of a mechanical failure or breakdown that prohibits further operation of any bus while in use providing services to IDEA, Contractor agrees that a spare bus and driver shall respond to the-site of the breakdown for transfer of students for delivery to destination in accordance with this Agreement.
- 3.7 Contractor and its employees shall secure and maintain valid permits and licenses that are required by the Texas Department of Transportation and/or other appropriate regulatory agencies. Contractor shall provide IDEA with copies of such permit(s) and/or license(s) within ten (10) business days of the Parties' execution of this Agreement, and Contractor shall immediately notify IDEA of any changes to same.
- 3.8 All vehicles involved in an accident shall be reported as required by applicable law. All reportable accidents involving Contractor's vehicles and/or employees while operating for IDEA shall be reported to IDEA.
- 3.9 Contractor shall conduct pre-employment drug testing and probable cause, post-accident, and random drug and alcohol testing of all safety-sensitive employees as required by law and in accordance with U.S. Department of Transportation standards. Contractor shall operate a work environment free from the use of illegal drugs, alcohol, and the unauthorized use of prescription medications.

- 3.10. Contractor shall immediately report all complaints of improper conduct on the part of any driver to IDEA. Contractor shall immediately remove any driver subject to a complaint of improper conduct from duty and initiate an investigation. Contractor shall report the results of the investigation to IDEA and shall reinstate the driver to perform services under this Agreement only upon written consent of IDEA. No driver employed by Contractor will be permitted to provide services under this Agreement if there is reason to believe that such driver is engaged in any improper conduct with any student. Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct, and shall act in a professional and courteous manner at all times during the provision of services.
- 3.11. Contractor shall not permit its drivers to smoke on the bus, to drink any intoxicating beverage, or be under the influence of any illegal drugs or alcohol while operating any bus.
- 3.12. Contractor, at its own expense, shall provide regular and continuous formal safety instructions for all operating personnel assigned to transport IDEA students under this Agreement.
- 3.13. All drivers assigned by Contractor under this Agreement shall be provided with accurate routing information.
- 3.14. All bus drivers assigned to provide services under this Agreement shall satisfy each of the following:
  - 3.14.1. Possess a valid driver's license authorizing such person to operate a bus in Texas, and hold a Class B commercial driver's license with passenger ("P") and school bus ("S") endorsements.
  - 3.14.2. Pass an annual mental and physical exam required by the Texas Department of Public Safety and meet standards set by the United States Department of Transportation, including certification by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by law.
  - 3.14.3. Be trained in school bus safety, defensive driving, use of fire extinguisher, traffic laws, and administering First Aid and/or CPR.
  - 3.14.4. Possess a satisfactory driving record and criminal history record (including criminal background check, sex offender database check) and a prior employer reference check, prior to employment and periodically thereafter to the extent permitted or available by law.
  - 3.14.5. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering student transportation regulated by those agencies.



**4. TERMINATION**

Either Party shall have the right to terminate this Agreement without cause at any time by giving thirty (30) days' written notice to the other Party. Additionally, either Party may terminate this Agreement immediately upon written notice of breach of any Party by the other Party. Upon notice of cancellation of this Agreement, the Parties shall be responsible to fulfill all outstanding obligations up to and through the effective date of termination. In the event of termination by IDEA or Contractor prior to expiration of this Agreement, Contractor shall only be entitled to receive just and equitable compensation for any services rendered up to and through the termination date.

**5. TRIP CANCELLATION BY SCHOOL**

In such cases where it is necessary for IDEA to cancel a scheduled trip, due to unforeseen circumstances, IDEA personnel will strive to notify Contractor as soon as possible. In cases where cancellation of a trip occurs at least \_\_\_\_\_ hours before embarkation or before the driver has been dispatched, there will be no trip and/or penalty charges assessed against IDEA. For less than \_\_\_\_\_ hour notification, any penalty charges assessed will not exceed the cost of the planned trip.

**6. TARDINESS AND ADDITIONAL EXPENSES**

Should Contractor arrive more than one (1) hour behind schedule, all charges connected with alternate arrangements, either made by IDEA personnel or Contractor, will be the responsibility of Contractor. Contractor shall be responsible for any additional costs incurred by IDEA due to Contractor's failure to provide the services in accordance with this Agreement, including but not limited to, breach of any warranty or representation in Section 4 below, mechanical failure, or tardiness.

**7. COMPLIANCE WITH LAW**

Contractor warrants that it shall comply with all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities.

**8. LIMITATION OF LIABILITIES**

Except for the obligation of IDEA to pay Contractor pursuant to the terms of this Agreement, IDEA shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this contract, even if IDEA is made aware of such claim.

**9. INDEMNIFICATION**

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "IDEA INDEMNITEES") IN 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 THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, 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 ON INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

## 10. INSURANCE

Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations and/or services provided pursuant to this Agreement. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, of the Agreement.

10.1. Insurer Ratings: The required insurance shall be underwritten by an insurer licensed or authorized to do business in Texas and rated by A.M. Best Company as "A-" VIII or better.

10.2. Cancellation, Non-Renewal Notifications: Each policy shall contain a valid provision or endorsement requiring notification to IDEA in the event any of the required policies are to be cancelled or non-renewed before the expiration date thereof. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal or reduction in limits to IDEA by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).

10.3. Minimum Requirements: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

10.4. Proof of Insurance: Contractor certifies to provide an Accord 25 Form/(Certificate of Insurance) as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement.

10.5. Workers' Compensation/Employer's Liability: Contractor shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim and \$500,000 aggregate for all bodily injuries.

10.6. Automobile Liability: Contractor shall maintain Automobile Liability coverage with limits of at least \$1,000,000 per occurrence. Applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

10.7. Commercial General Liability: Contractor shall maintain Commercial General

Liability coverage with limits of at least \$1,000,000 for each occurrence, and \$2,000,000 policy aggregate.

10.8. Excess/Umbrella Liability: Contractor shall maintain Excess or Umbrella Liability coverage with limits of \$5,000,000 policy aggregate.

10.9. Other Insurance Provisions Additional Insured Status: For Commercial General Liability, Auto Liability, Excess or Umbrella Liability, Contractor's insurer(s) shall name IDEA Public Schools as Additional Insured.

10.10. Waiver of Subrogation: For coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against IDEA's Primary Coverage. For claims related to this Agreement, Contractor's insurance coverage shall be primary and non-contributory with other coverage maintained by the IDEA.

## **11. RECORDS**

Contractor agrees to keep accurate records of financial or working processes and any records relative to the performance of this Agreement. Contractor further agrees that such books and records shall be subject to inspection and audit by any person designated by IDEA at all reasonable times during business hours.

Contractor shall retain all books, records, and other documents concerning performance of this Agreement for at least three (3) years after termination of this Agreement or final payment under it. Contractor shall, upon request of IDEA, allow IDEA to have full access to, and the right to examine, any of such documents during such period and the period the Agreement is in effect.

## **12. GENERAL PROVISIONS**

### **12.1. ASSIGNMENT**

This Agreement is a contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and fees due hereunder may not be subcontracted, assigned or delegated, voluntarily or involuntarily, to any party without the prior written approval of IDEA and any attempt to do so shall be void and of no effect. Contractor shall not delegate any performance under this Agreement, except with the prior written consent of IDEA.

### **12.2. PAYMENT TERMS**

Invoiced amounts shall be due and payable to IDEA within thirty (30) days of IDEA's receipt of invoice. IDEA is not responsible for the payment of collection costs or attorney's fees unless explicitly required by law.

12.3. **INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT** Pursuant to Texas Family Code § 231.006(d), regarding child support, Contractor certifies that Contractor is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

12.4. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR

If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

12.5. TAX EXEMPTION

School is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.

12.6. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement supersedes all prior agreements, written or oral, between Contractor and IDEA and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by IDEA and Contractor.

12.7. SERVICE OF NOTICES

The notices required by this Agreement shall be effective when mailed, postage prepaid, certified with return receipt requested to the addresses shown below:

If to IDEA:

IDEA Public Schools  
Attn: Carlo Hershberger  
SR. VP of Finance/Controller  
2115 W. Pike Blvd.  
Weslaco, TX 78596

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12.8. FORCE MAJEURE

Neither party hereto will be deemed in default of this Agreement be liable or responsible to the other party for any loss or damage (including payment of fees), or for any delays or failure to perform, resulting from any condition beyond either party's reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-party service; any

telecommunication breakdown or power outage; and or any other circumstances of like character. Should performance of any obligation created under this Agreement become illegal, impossible, impracticable, not reasonably possible, or if a party is otherwise prevented or hindered from complying due to a force majeure incident as described in this Section or any other cause not enumerated herein but which is beyond the reasonable control of the party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

#### 12.9. LAW OF STATE TO GOVERN

The validity, enforceability, and interpretation of any provision of this Agreement will be determined and governed by the substantive and procedural laws of the State of Texas, without regard to its principles of conflicts of law. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Hidalgo County, Texas.

#### 12.10. WAIVERS

No delay or omission by either of the Parties in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants, conditions or agreements hereof to be performed by the other Party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

#### 12.11. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted assigns and successors.

#### 12.12. SEVERABILITY

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

#### 12.13. ENFORCEMENT

It is acknowledged and agreed that Contractor's services to IDEA are unique, which gives Contractor a peculiar value to IDEA and for the loss of which IDEA cannot be reasonably or adequately compensated in damages; accordingly; Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause IDEA irreparable injury and damage. Contractor, therefore, expressly agrees that IDEA shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this

contract, but only if IDEA is not in breach of this Agreement.

#### 12.14. COUNTERPARTS

This Agreement may be executed in multiple identical counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute one and the same instrument. Reproductions, facsimiles, and copies of the original signatures shall be binding as the executed original.

#### 12.15. CONFLICT OF INTEREST

Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of IDEA's Board of Directors, nor any employee or person, whose salary is payable in whole or in part by IDEA, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreements relates, or in any of the profits, real or potential, thereof.

#### 12.16. TEXAS PUBLIC INFORMATION ACT

Contractor acknowledges that IDEA is a public school subject to requests for information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Under the TPIA, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the TPIA requires IDEA to provide written notice to Contractor, and Contractor may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

#### 12.17. CONFIDENTIALITY

During the course of the work and/or services to be provided under this Agreement, Contractor may come in contact with confidential information of IDEA. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by IDEA. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify IDEA of any misuse or unauthorized disclosure of IDEA's confidential information and upon expiration of this Agreement shall return to IDEA all confidential information in Contractor's possession or control. Contractor shall further comply with IDEA's information security policies, as applicable.

#### 12.18. LIMITATIONS

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR 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.

**12.19. PUBLICITY**

Contractor shall not use IDEA's name, logo, or other likeness in any press release, marketing materials, or other public announcement without receiving IDEA's prior written approval.

**12.20. IMMUNITY**

The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent change order, amendment, or other Agreement modification shall be construed: (1) as a waiver of any sovereign, governmental, and/or statutory immunity to which IDEA is entitled under the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to IDEA beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the Laws of the United States.

**12.21. STUDENT INFORMATION**

The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by IDEA, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g. Contractor and Contractor's SPS and SPS' personnel shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of this Agreement. Upon termination of this Agreement, Contractor will return to IDEA all student records, documentation, and other items that were used, created, or controlled by Contractor during the term hereof.

**12.22. BACKGROUND CHECKS**

Contractor must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint

checks on Contractor's representatives who will have continuing duties under this Agreement and will have direct contact with students. No employee, agent, representative, volunteer, applicant for employment, or other person associated with Contractor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for IDEA. Contractor shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Texas Education Code § 22.0834 will be available to IDEA for inspection and review during normal business hours of Contractor and upon request of IDEA or governmental authorities.

#### 12.23. U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM

By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employment to perform duties within Texas, during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement, within the United States of America. Contractor shall provide, upon request of IDEA, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Contractor, and Contractor's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of IDEA and at no fault to IDEA, with no prior notification. Contractor shall also be responsible for the costs of any re-solicitation that IDEA must undertake to replace the terminated Agreement.

#### 12.24. SUBCONTRACTS

If Contractor subcontracts any of the work set forth in the Agreement, Contractor shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of the Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

#### 12.25. CANCELLATION

The performance of the Agreement by either party shall be subject to including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases, curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay at least 25 percent of prospective travel participants from travelling, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to conduct the transportation or to fully perform the terms of the Agreement. The Agreement may be cancelled by either Party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.



THE PARTIES, having full authority and having taken all legal prerequisites to execution of this Agreement, by and through their respective authorized representatives, hereby execute this Agreement effective the date of last signature below.

**IDEA Public Schools**

By: \_\_\_\_\_  
Carlo Hershberger  
Sr. VP of Finance/Controller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

By: \_\_\_\_\_  
Signature of Contractor Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Contractor Official



**State of Texas  
Health & Human Services Commission**

**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- ☐ a person who is more than 30 days delinquent in the payment of child support, and  
☐ a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- ☐ all arrearages have been paid, or  
☐ the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- ☐ the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and  
☐ the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**III.**

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***

Signature

Title

Printed Name

Date

### **Criminal History Review of Contractor Employees**

**Please complete the information below:**

I, the undersigned agent for \_\_\_\_\_ ("Contractor"), certify that [check one]:

☐

None of the employees of Contractor and any subcontractors are "covered employees" as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

*Or*

☐

Some or all of the employees of Contractor and any subcontractor are "covered employees." If this box is checked, I further certify that:

1. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify IDEA in writing within three business days.
2. Upon request, Contractor will provide IDEA with the name and any other requested information regarding covered employees so that IDEA may obtain criminal history record information on the covered employees.
3. If IDEA objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to IDEA.
4. All covered employees hired after January 1, 2008, have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

I understand that non-compliance with this certification by Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_  
Signature of Contractor Official

\_\_\_\_\_  
Date

### **Exhibit 1 – Scope of Work**

IDEA agrees to engage Contractor, and Contractor agrees to perform personally, in a manner satisfactory to IDEA, the following Service(s):

The Services shall generally be provided at the location(s) designated by IDEA.

### **Exhibit 2 – Payment Schedule**

Contractor agrees to maintain a time log to support time spent on daily and hourly-rate services, and that such time records shall satisfy applicable federal laws concerning reporting of time, effort, and activities.

### **Exhibit 3 – Criminal History Review of Contractor Employees**

Texas Education Code § 22.0834 requires entities that contract with school Idea Public Schools or charter schools to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

#### **Definitions:**

*“Covered Employees”*: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. International Leadership of Texas (“IDEA”) retains the discretion to determine what constitutes direct contact with students.

*“Disqualifying Criminal History”*: Any conviction or other criminal information designated by IDEA, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
  - a. Crimes involving moral turpitude;
  - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
  - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
  - d. Crimes involving school property or funds;
  - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
  - f. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
  - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that IDEA believes might compromise the safety of students, staff, or property.

Any contractor seeking to enter into a service agreement with IDEA must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to beginning services. Contractors who fail to follow this process will not be allowed to provide services to IDEA.

## **CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES**

**Please complete the information below:**

I, the undersigned agent for ABC Therapy, Inc. ("Contractor"), certify that [check one]:

[☐] None of the employees of Contractor and any subcontractors are "covered employees" as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[☐] Some or all of the employees of Contractor and any subcontractor are "covered employees." If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify IDEA in writing within three business days.
3. Upon request, Contractor will provide IDEA with the name and any other requested information regarding covered employees so that IDEA may obtain criminal history record information on the covered employees.
4. If IDEA objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services to IDEA.
5. All covered employees hired after January 1, 2008 have completed the required background check process prior to performing any duties related to IDEA or having any direct contact with students.

I understand that non-compliance with this certification by Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_  
Signature of Contractor Official

\_\_\_\_\_  
Date

**Exhibit 4 – Debarment or Suspension Certificate**

IDEA is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Contractor must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Contractor certifies that no suspension or debarment is in place, which would otherwise preclude Contractor or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Date

## **Exhibit 5 – Contract Provisions; Contracts Involving Federal Funds**

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$150,000 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. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by the school including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the school and the charter Idea Public Schoolss must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146– 3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The school and the charter Idea Public Schoolss must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The school and the charter Idea Public Schoolss must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The school and the charter Idea Public Schoolss must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the school and the charter Idea Public Schoolss 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 of the Act, each



contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. *Clean Air Act and the Federal Water Pollution Control Act*. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor 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).
8. *Energy Efficiency Standards and Policies*. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. *Debarment and Suspension*. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. *Byrd Anti-Lobbying*. Contractors that apply or Bid/Proposal for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

11. Procurement of Recovered Materials. The school, the charter Idea Public Schoolss and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$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.

### Exhibit 6 – Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge concerning COVID-19 is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects. Individuals reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

**IDEA cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while providing Services to IDEA. It is not possible to prevent against the presence of the disease. Therefore, if you choose to provide Services to IDEA and/or enter IDEA facilities, you may be exposing yourself to or increasing the risk of contracting or spreading COVID-19.**

\_\_\_\_\_ (Initials)

**Assumption of Risk:** I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to provide Services to IDEA. My agreement to provide Services to IDEA is of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to provide Services.

\_\_\_\_\_ (Initials)

**Waiver of Lawsuit/Liability:** I hereby forever release and waive my right to bring suit against IDEA Public Schools and its officers, directors, employees, and volunteers, in connection with exposure, infection, and/or spread of COVID-19 related to my Services under this Agreement. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

\_\_\_\_\_ (Initials)

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Date

**Exhibit 7 – Contract Provisions; Contracts Involving State Funds**



**State of Texas  
Health & Human Services Commission**

**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- ☐ a person who is more than 30 days delinquent in the payment of child support, and
- ☐ a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- ☐ all arrearages have been paid, or
- ☐ the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- ☐ the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- ☐ the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name

Social Security #

_____	_____
_____	_____
_____	_____
_____	_____

**III.**

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***

Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_