



IDEA Greater Cincinnati, Inc.
Request for Proposal
For
TYPE "C" 72 to 78 Passenger School
Buses #1-RFP-TRNSP-22-23-YFOH

Calendar of Events

Advertisements: September 16th-18th, September 23rd-25th, 2022

Open Solicitation: September 16th

Pre-Proposal Meeting: September 23rd, 2022, at 9:00 am to 9:30 am CST

Deadline for Questions from Vendors: September 20th, 2022, at 3:00 pm CST

Deadline for Responses to Questions: September 22nd, 2022, at 3:00 pm CST

Due Date for Submittal: September 30th, 2022, at 9:00 am CST

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PART I - GENERAL INFORMATION

1.1 BACKGROUND

IDEA Greater Cincinnati, Inc. (“IDEA” or “School”) prepares students from underserved communities for success in college and citizenship. We strive to be a high-performing charter school serving students located throughout the Cincinnati-metro area.

The mission of IDEA is “College for All.” IDEA serves primarily low-income students in underserved communities. Thanks to a rigorous path to college that begins in Pre-K, IDEA expects its students to 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 an Ohio nonprofit corporation exempt from federal taxation pursuant to Section 501(c)(3) of the U.S. Internal Revenue Code. Funding for IDEA operations and programs are provided through fundraising, philanthropic grants, state, and federal funding.

1.3 SERVICES SOLICITED

IDEA is soliciting a Request for Proposals (RFP) for 8 A/C equipped semi-new Type “C” 72 to 78 Passenger School Buses.

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

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- 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.
- Waive any defect, irregularity, or informality in any proposal procedure.
- Reject any or all proposals.
- Amend a proposal prior to the proposal opening date to extend or make changes to specification.
- Procure any services by other means.
- 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 Friday , September 30th, 2022, at 9:00 AM CST.**

The conference call will be held via web on <https://bluejeans.com/538019293/1870> or join via phone: [+1-888-240-2560](tel:+18882402560) (Conference ID: 538 019 293) Participant Passcode: 1870

If you have any questions regarding this RFP process, please contact the Assistant Director of Procurement, Mia Harris, at solicitations@ideapublicschools.org. Bids must be delivered to IDEA Greater Cincinnati, Inc, care of IDEA Public Schools, 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. **Bids 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 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 Greater Cincinnati, care of IDEA Public Schools, ATTN: Accounts Payable via email at 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 8 (eight) TYPE "C" 72 to 78 Passenger School Buses is utilizing the Request for Proposals (RFP) method for the procurement of this service.

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 solicitations@ideapublicschools.org by **Tuesday, September 20th, 2022 @ 3:00 PM CST**
- d. Former or current employees of IDEA Public Schools or any of IDEA's entities, or any other individual with a prohibited conflict of interest, **should not** submit a response to this solicitation as this is a direct conflict of interest.

2.3a SCOPE OF SERVICES

IDEA is requesting the following buses for: OHIO

1. The specifications located in Exhibit 1 are minimum basic requirements-
2. Camera systems must come with each bus, Exhibit 1 lists the basic requirements.
3. The factory name and location shall be submitted with the bid. Any installation of equipment that is not to be performed at the vendor site/location shall be listed with location and vendor performing installation.
4. The district intends to purchase the types and quantities of buses listed in the RFP. The actual number purchased of any size bus may be adjusted up or down according to the district's needs and funding.
5. All engines shall have the most current EPA Emissions Standards at the time of bid for the buses.
6. Periodic inspections by IDEA staff may be made to assure the buses are in accordance with Federal, State, and IDEA standards and good manufacturing principles. The district will incur the costs of the inspections and may bring in outside inspectors such as Certified Welding Inspectors and Mechanics. There shall be one inspection of each bus prior to full delivery of all buses. IDEA shall inspect these buses at the vendor location. This is to help insure a faster delivery and fewer problems with buses meeting IDEA specifications.
7. Vehicles bid shall meet all FMVSS requirements and current state Ohio for school buses as published.
8. The vendor shall supply one spare rim for each bus purchased.
9. Floor diagrams must be included in the submittals.

10. IDEA Public Schools shall have the right to perform warranty repairs at their location and be reimbursed at full vendor's rate for approved equal parts and labor. Proposer shall state their reimbursement labor rate per hour in their response.
11. General warranties are to include but will not be limited to
 - a. Warranty shall be 3-Year/50,000 miles (starting from delivery date) of power train to include all internal engine parts, fuel system, computer software, hardware, programming, emissions controls/hardware and engine-driven accessories (excluding Air-Conditioning compressors), transmission, drive-line components, front & rear axle components (except consumable brake parts).
 - b. Starter and alternator shall have a 1-year warranty.
12. Vendor must submit a contingency plan if vehicles cannot be delivered by the requested date of the RFP. An uncontrollable, unforeseen, out-of-normal operations event, such as an Act of God, would constitute a contingency plan.
13. **Deadline for vehicle delivery is July 1st.**

IDEA purchases are set out in the "Contract Documents" which consist of the *Request for Proposal* ("RFP"), *Instructions to Vendors*, *Standard Terms and Conditions*, and *Bid Sheet*. Vendors who fail to examine the Contract Documents do so at their own risk.

Oral explanations or instructions given before the award will not be binding. Any information given to one prospective vendor will be furnished to all prospective vendors as an *Addendum*, if such information is necessary to vendors in submitting their proposals or if the lack of such information would be prejudicial to an uninformed vendor.

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

2.3b DESIRED SERVICES

Type C 72 to 78 Passenger School Buses

IDEA Public Schools is requesting proposals from companies/businesses (Respondents) for delivery of 8 A/C equipped semi-new Type "C" 72 to 78 Passenger School Buses. All buses under contract shall not be more than five (5) years old and shall not have more than fifty-five thousand odometer miles (55,000) upon arrival to their final destination in Weslaco, Texas or their respective region. The age of vehicles will be determined as of August 01, 2023. Semi-new buses will only be considered for Ohio.

2.3c Vehicle Purchase Agreement

The agreement(s) resulting from this solicitation will be vehicle purchase agreements and should include all pertinent vehicle information at the time of office sale. Vehicle warranty information should also be included.

2.4 IDEA PUBLIC SCHOOLS RESPONSIBILITY

- a. IDEA reserves the right to cancel any resulting contract due to unacceptable price 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 MEETING (CONFERENCE CALL)

A Pre-Submittal conference call will be held on **Friday, September 23rd, 2022 @ 9:00 AM – 9:30 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/538019293/1870> or join via phone: [+1-888-240-2560](tel:+18882402560) (Conference ID: 538 019 293) Participant Passcode: 1870 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 package, and who are not debarred and/or suspended from conducting business with local, federal and state funded agencies and are registered to do business in the State of Ohio with the Ohio Secretary of State are invited to respond. A prospective respondent must affirmatively demonstrate respondent's registration. A prospective respondent, by submitting a bid, represents to IDEA 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 at the time of the response to this RFP and shall maintain such standing, unless otherwise approved by IDEA

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 types of services, provided however, expenses are not for the same services or projects.

2.8 PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of services under this RFP shall be in accordance with IDEA's Purchasing Policy¹ and the general terms and conditions set forth in this section, which shall form a part of the contract documents and purchase order for goods 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 solicitation.

¹ Link to Ohio policy

- 4) IDEA assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a bid or any amendments or addenda, participating in pre-bid 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, care of IDEA Public Schools, Business Office 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.
 - 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, IDEA or its agent 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 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

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 bids, 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 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 OHIO. THE CONTRACTOR FURTHER ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS RFP 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 GREATER CINCINNATI, INC. 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 Ohio, and the Uniform Commercial Code (to the extent applicable), without regard to the conflict-of-interest principles of the State of Ohio. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Ohio 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 Hamilton County, Ohio.
- 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 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) **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.
- 37) **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.
- 38) 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.

- 39) 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.
- 40) 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.
- 41) 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.
- 42) 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 BIDDER 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 Greater Cincinnati, Inc.
C/O 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 bids 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 will use an Evaluation Committee, which may be comprised of agents of the School, 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. IDEA will accept the Proposal it deems most likely to meet the goals of the services outlined in this RFP.

Criterion	Max Points Allowed
Cost	50
Service Quality/Previous Experience	15
Business Qualifications/Ability to Perform	15
Completeness and thoroughness of response	15
References	5
Total	100

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 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?

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

Mia Harris, Assistant Director of Procurement
Delilah Veliz, Procurement Administrator
Korina Amador, Procurement Administrator
IDEA Greater Cincinnati, Inc., c/o IDEA Public Schools 2115 W. Pike Blvd Weslaco, TX 78596
Attn: #1-RFP-TRNSP-22-23 YFOH

2.14 RFP TIMELINE

RFP/RFQ Timeline

RFP/RFQ Issued	09/14/22
Pre-Proposal Conference	09/23/22 @ 9:00 AM CST
Respondent Question Cut-Off Date	09/20/22 @ 3:00 PM CST
Addendum Issue Date	09/23/22
Proposal Due Date	09/30/22 @ 9:00 AM CST
Evaluation Period	09/30/22 to 10/07/22
Board Meeting	10/21/22



Proposal Opening is scheduled for September 30th, 2022, at 9:00AM (CST). 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.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY
LEFT BLANK**

PART III- BID 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 Submitted in Response to

IDEA Greater Cincinnati, Inc.

**Request for Proposal #1-RFP-TRNSP-22-23-
YFOH**

TYPE "C" 72 to 78 Passenger School Buses

Submitted by:

(Full Legal Name of Respondent)

On:

(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
- **Vehicle Pricing Information-** Respondents must provide all vehicle information including the qty available and lead time.

IDEA Headquarters: 2115 W. Pike Blvd. Weslaco, TX 78596 Main: (956) 377-8000

COMPANY NAME: _____
TEXAS VENDOR ID OR FEI #: _____
PHYSICAL ADDRESS
STREET: _____
CITY, STATE, ZIP: _____
PHONE NUMBER: _____
E-MAIL ADDRESS: _____
TYPED NAME & TITLE: _____
AUTHORIZED SIGNATURE: _____
DATE: _____

VENDOR CERTIFICATION/ACCEPTANCE

By signing respondent hereby certifies that respondent has read, understands, and agrees that acceptance by IDEA Public Schools of the bidder's offer by issuance of a purchase order will create a binding legal contract. Further respondent agrees to fully comply with documentary forms herewith made a part of this specific procurement.

SPECIAL NOTES:

- Bid price must be guaranteed for one hundred and twenty (120) days.
- Total amount of bid must include (identify of product being requested), freight, delivery.
- Dealer must provide a complete submission and delivery milestones based on the schedule as noted in this document.

TOTAL AMOUNT OF BID: \$ _____

- **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 Mia Harris, Director of Purchasing, at solicitations@ideapublicschools.org. The email subject line should read: Questions - #1-RFP-TRNSP-22-23-YFOH Type "C" 72 to 78 Passenger School 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 I- Certification Regarding Lobbying
8. Attachment J- Certification Regarding Debarment or Suspension
9. Attachment K – Deviations and Exceptions Form
10. Attachment L – Terms and Conditions for Contracts Paid with Federal Funds
11. Attachment M – Reference Sheet
12. Attachment N – Vendor Pricing
13. Attachment O- Respondent's W-9
14. Attachment P- Proof of Insurance or Bonding
15. Attachment Q- Vendor Packet
16. Exhibit B- Sample Independent Contractor Agreement (Not Required)

ATTACHMENT "A"

CERTIFICATION OF RESPONDENT

I, the undersigned, submit this quote/bid 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. 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"

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

Bidder'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.

Bidder's Initials: _____

- The contractor or subcontractor shall insert in any subcontracts the clauses set forth in previous paragraphs of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in previous paragraphs of this section.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Bidder's Initials: _____

ATTACHMENT “D”

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

Bidder’s Initials: _____

ATTACHMENT "E"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

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

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;
- Providing each employee with a copy of the subcontractor's policy statement;
- Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
- Notifying IDEA Public Schools within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Bidder's Initials: _____

ATTACHMENT "F"

CONFLICT OF INTEREST QUESTIONNAIRE

Instruction to respondent: The Ohio Ethics conflict of interest statement below must be signed by a duly authorized representative of Respondent . 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, IPS Enterprises, LLC, or IDEA Public Schools.
- No manager or paid consultant of Vendor is an immediate family member of a public official of IDEA, IPS Enterprises, LLC, or IDEA Public Schools , or an employee of IDEA.
- No public official of IDEA, or employee of IDEA is a manager or paid consultant of Vendor, or has a prohibited financial or fiduciary interest in the 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.
- 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 abide 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

Bidder’s Initials: _____

ATTACHMENT "I"

CERTIFICATION REGARDING LOBBYING

PROCUREMENT

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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 IDEA 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 IDEA in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Signature

Date

Bidder's Initials: _____

ATTACHMENT "J"

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

Instruction to bidder: 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 (“School”) and Bidder. 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.

- 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 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

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

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

ATTACHMENT “O” – Respondents’ W-9

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

Please provide proof of insurance or bonding.

ATTACHMENT "Q" – Vendor Packet

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

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):

All school buses operated in Ohio must meet federal standards and Ohio's state construction standards. School buses must comply with the standards that are in effect as of the date of manufacture. The most recent set of standards were adopted on January 1, 2019 and can be located at <https://www.ohioschoolboards.org/school-bus-standards>

ALL BUSES MUST BE RECEIVED BY JULY 1, 2023

Yellow Fleet Vehicles by Region	
Ohio	8

Safety Vision-Cameras
 6100 W. Sam Houston Pkwy. N.
 Houston, TX 77041
 Direct: 713-896-6600
 Fax: 713-896-6640

- 4112HVR 4 Camera Complete
- System 1TB Hard Drive
- 3 Year Warranty + 2 Year Extended Warranty Included
- 4112-HVR-1TBHDD 4112-HVR Kit With
Standard 1TB Hard Drive.41-GPS GPS Module
for 41 Series
- 41-PWRHRNS Power Harness 4000/4100/4108/4112/4116
- 41-TRIGGER Trigger Harness for 41 Series
- 4112-1TB-HDD 1 TB hard drive
- 4112-HVR 12 chan rec-8 analog 4 IP cam
- SV-BATTERY-AAA Alkaline AAA Battery
Panic Button + Decals
- 41-PANIC-KIT Panic Button Kit for 41's
- 41-PANIC Panic Button for 4108/4112/4116
- 41-PANIC-CABLE Cable for 41-Panic. Use
with all but the 4000HYBSV-DECAL Audio & Video
Recording in Progress
- Front WS Camera
- AHD-H2.8M-BK 1080 AHD BLACK CAMERA W/OUT IR'S
- SVS-5MMF 16ft 4in M/F THREADED CABLE
- 41-WS-BRKT front windshield bracket
Wide Angle Left of Driver Facing Doorway
- AHD-WV AHD Wide View Camera
- SVS-5MMF 16ft 4in M/F THREADED CABLE
- Wide Angle Staggered Throughout Back of Bus
- AHD-WV AHD Wide View Camera
- SVS-10MMF 32ft 8in M/F THREADED CABLE
- SVS-15MMF 49ft 4in M/F THREADED CABLE
- Lifetime Software Updates, Maintenance, & Technical Support Charge INCLUDED
- /4112/4120 Maintenance & Tech Support
- WiFi Antenna
- 41-ANT-FEMALE wifi antenna for the 4100, 4108 & 4116

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 districts 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 _____ (“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 districts 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 districts 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 districts 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 districts 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 districts 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 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 districts 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