# Request for Proposals (RFP)

**RFP #15-BBS-0324 for Outsourced Pupil Transportation**

**Issued by:**
**IDEA Public Schools**
**2115 W Pike Blvd**
**Weslaco, TX 78596**

Proposal Closing Date:
2:00 PM CST
**Thursday, February 29, 2024**

IDEA Public Schools, a Texas public charter school system, is accepting Proposals from qualified and experienced Vendors/Contractors to provide school bus transportation and pupil transportation services (including buses and drivers) for our Austin, Texas Campuses.

IDEA Public Schools ("IDEA") reserves the right to revise and amend the specifications prior to the date set for the receipt of Proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in this RFP in writing and at least 10 days in advance of the submission deadline. Revisions or amendments, if any, will be made by issuing an errata or addenda that is posted to IDEA's website. Every effort will be made to also send the errata or addenda issued to the parties known to have been furnished a complete copy of this RFP. It is the responsibility of each Respondent, prior to submitting the Proposal, to check IDEA's website to determine if an errata or addenda was issued and, if so, to obtain such errata or addenda.

Inquiries and requests for information affecting the solicitation must be submitted in writing and shall be directed to solicitations@ideapublicscools.org. All inquiries via email should have the subject line read: Questions - **RFP #15-BBS-0324 for Outsourced Pupil Transportation**. To provide IDEA sufficient time to adequately prepare responses to Vendor/Contractor inquiries, all questions must be submitted by **Thursday, February 15, 2024, at 2:00 pm CST.** Contact with IDEA personnel other than the IDEA Procurement and Contract Services tea regarding this solicitation may be a reason for elimination from the selection process. Any prospective Respondent detecting conflict or ambiguity in this RFP should notify the Assistant Director of Procurement in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum.

Contact:
solicitattions@ideapublicschools.org

# TABLE OF CONTENTS

TABLE OF CONTENTS ..... 2
PART I – GENERAL INFORMATION AND INSTRUCTIONS ..... 3
PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS ..... 10
Technical Specifications ..... 11
PART III – PROPOSAL SUBMISSION AND REQUIREMENTS ..... 18
PART IV – EVALUATION CRITERIA ..... 22
PART V – GENERAL TERMS AND CONDITIONS ..... 23
PART VI – SUPPLEMENTAL TERMS AND CONDITIONS ..... 29
PART VII – REQUIRED ATTACHMENTS ..... 31
Attachment A – Title Page ..... 33
Attachment B – Vendor/Contractor Information ..... 34
Attachment C – Vendor/Contractor Certification and Signature Page ..... 35
Attachment D – Proof of Insurance and/or Bonding ..... 36
Attachment E – Certification Regarding Drug-Free Workplace ..... 37
Attachment F – Non-Collusion Statement ..... 38
Attachment G – IDEA Conflict of Interest Form ..... 39
Attachment H – Conflict of Interest Form CIQ ..... 40
Attachment I – Child Support Certification ..... 42
Attachment J – Equal Opportunity and Nondiscrimination ..... 43
Attachment K – Felony Conviction Disclosure Statement ..... 44
Attachment L – Certification Regarding Lobbying ..... 45
Attachment M – Debarment or Suspension Certificate ..... 46
Attachment N – Contract Provisions for Contracts Involving Federal Funds ..... 47
Attachment O – Criminal History Review of Vendor/Contractor Employees ..... 50
Attachment P – Reference Sheet ..... 53
Attachment Q – Recent and Ongoing Projects ..... 55
Attachment R – Litigation, Terminations, Claims ..... 56
Attachment S – Proposed Pricing ..... 59
Attachment T – Respondent's W-9 ..... 60
Attachment U – Deviations and Exceptions ..... 62
Part VIII: ADDENDA OR ERRATA ..... 63
Appendix A: IDEA 2024-2025 School Calendar ..... 64
Appendix B: IDEA Public Schools Inter-Campus Pick-up/Drop-Off Times ..... 65

## PART I – GENERAL INFORMATION AND INSTRUCTIONS

**1) Introduction and Purpose**

IDEA Public Schools ("IDEA") is a Texas nonprofit corporation and a tax-exempt organization pursuant to the Section 501(c)(3) of the Internal Revenue Code. Pursuant to Chapter 12, Subchapter D of the Texas Education Code and its Contract for Charter with the Texas State Board of Education, as renewed by the Commissioner of Education, IDEA is an open-enrollment charter holder, governmental entity and public school system. IDEA prepares Texas students from underserved communities for success in college and citizenship. IDEA is a growing network of 123 high-performing charter schools serving approximately 67,988 students located throughout Texas in the Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, and Tarrant County regions. Although IDEA's growth is rapid, it is also carefully planned. Schools begin with select grade levels and eventually reach full scale as a Pre-K-12 campus as grade levels are added to accommodate the students' advancement.

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

***Note: While IDEA's affiliates serve students in other states, this Request for Proposals and any subsequent contract is only for goods or services provided to IDEA's Texas based charter school and campuses.***

**2) Objectives**

Utilizing the Request for Proposals (RFP) method of procurement, IDEA is requesting Proposals from Respondents for school bus transportation and pupil transportation services (including buses and drivers).

All interested parties may access this RFP package online at the following address:
https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/

**3) Rationale for RFP**

Upon consideration of the requirements for the procurement under this RFP, IDEA determined that the RFP was the appropriate purchasing method for the following reasons:

(a) The selection of the successful respondent will not be made primarily on the basis of price.
(b) The purchasing requirements cannot be described by detailed specifications.
(c) IDEA requires that each respondent provide innovative solutions to address the purchasing requirements set forth in this RFP.
(d) IDEA anticipates negotiating or desires to negotiate the final award under this RFP to ensure that the goods and/or services sought do, in fact, address the purchasing requirements.

**4) Proposal Submissions**

a) Proposal Response Requirements. Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of this RFP. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Respondents must follow the format instructions detailed below in preparing and submitting a Proposal. Each Respondent is responsible for ensuring that IDEA has the appropriate company name, authorized representative, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information relating to this RFP.

b) Eligible Respondents. Respondents who can meet the technical specifications for quality and other terms of this RFP, who are not debarred and/or suspended from conducting business with IDEA by federal and state funded agencies and have the right to transact business in Texas are invited to respond. A prospective Vendor/Contractor must affirmatively demonstrate responsibility and good standing. Submitting a Proposal represents to IDEA that Vendor/Contractor meets the following requirements:

   i) Possesses or is able to obtain adequate financial resources to perform under this RFP.
   ii) Can comply with the required scope of this RFP.
   iii) Has a satisfactory record of integrity and ethics.
   iv) Is otherwise qualified and eligible to receive an award.
   v) Is in good standing with the applicable national or state agencies and associations.

c) Required Format. To be considered, the Proposal must be prepared according to the following specifications and should include the following information and content. Failure to include these items may result in disqualification. For details, see **Part III, paragraph 2, Proposal Requirements**.

   i) Title Page
   ii) Section I – Preface
   iii) Section II – Summary of Experience & Qualifications
   iv) Section III – Proposal Response to Scope of Work and Performance Requirements (including project management and implementation plan and timeline)
   v) Cost Summary
   vi) Recent and Ongoing Projects
   vii) Required Forms
   viii) Additional Documentation (Required)

d) Submission of Proposals. Proposals shall be submitted via the web-based software portal, Tyler Munis Self Service, or Public Purchase. A signed, submitted Proposal submitted via Tyler Munis constitutes an offer to perform work and/or deliver the products specified in this RFP. Proposals can also be received by mail at the IDEA Public Schools Headquarters, 2115 W. Pike Blvd., Weslaco, Texas 78596. Proposals shall be received no later than **2:00 PM CST on February 29, 2024** along with the requisite signature pages, required attachments, and certification forms. Proposal envelopes received by mail must be clearly marked with this RFP number and title and addressed as indicated in this RFP. Late Proposals will **not** be accepted. Faxed or emailed Proposals will **not** be accepted. Deviations from any terms, conditions and/or specifications, although discouraged,

shall be conspicuously noted in writing by the Respondent and shall be included with the Proposal in **Attachment U**.

e) Use of Brand Names. The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated for each article and, when omitted, IDEA will consider Proposal to be as specified. Illustrations and complete description must be included with the Proposal if proposing other than specified.

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

g) Proposed Costs. Respondent shall provide information on all costs that IDEA may incur related to providing the requested goods and/or services herein. Respondent 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 Respondent does not expect IDEA to incur any costs, the Proposal shall state "No costs to IDEA." Costs should be submitted utilizing or referencing **Attachment S**.

h) Discounts. Although IDEA may take advantage of any discount offered by Respondent for payment in less than thirty (30) calendar days, IDEA shall not consider discounts offered by Respondent during the evaluation of the Proposal submitted. IDEA will only evaluate Proposals based on the criteria set forth in **Part IV** of this RFP.

i) Tax Exemption. 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.

j) Withdrawal of Submitted Proposal. At any time prior to the closing date and time, a Respondent may withdraw a submitted Proposal by submitting a request to withdraw in writing to Director of Procurement at solicitations@ideapublicschools.org. By submitting a Proposal, each Respondent guarantees that the Proposal submitted, including the price(s) detailed therein, shall remain firm for a period of not less than one hundred twenty (120) days from this RFP closing date. No Proposal may be withdrawn during the 120-day period of offering.

k) Proposal Constitutes Offer. A Proposal submitted in response to this RFP is an offer to contract with IDEA, based upon the terms, conditions, and specifications of this RFP and IDEA's standard terms and conditions. A Proposal does not become a contract unless and until it is accepted by IDEA and approved by its Board of Directors ("Board"), as required by law and policy. Submission of a Proposal shall be construed to mean that the Vendor/Contractor agrees to carry out all conditions set forth in this RFP. By submitting a Proposal, Respondent affirms it has read and understands this RFP and terms and conditions set to govern the contract. Any proposed variation from the specifications, terms, and conditions shall be clearly identified in the Proposal (see **Attachment U**). Respondents must describe in detail any proposed variation to the stated specifications, terms, and conditions. Please note that variations are strongly discouraged and may

be grounds for rejection at IDEA's sole discretion. Please refer to earlier instructions and **Part I, paragraph 6, RFP Clarification and Questions** below on submitting any questions as to ambiguity, conflict, discrepancy, omission, or other error(s) that may relate to any requested variation in writing. If no changes are indicated, IDEA shall expect to receive the goods and/or services exactly as specified.

l) RFP and Proposal Constitute Contract. Upon the Board's acceptance of Respondent's Proposal and approval of a contract with Respondent, this RFP and Proposal shall constitute the written, binding contract between the parties (the "Contract" or "Agreement"). IDEA shall not accept any contract or other written agreement from a Respondent submitted as part of its Proposal. IDEA reserves the right to tender its own contract for the goods and/or services solicited through this RFP. If IDEA is willing to consider or needs a contract draft tendered from Respondent, IDEA will request this from Respondent, but contract terms must be consistent with this RFP and IDEA's standard terms and conditions.

m) Open Records. As a Texas open enrollment charter school, IDEA is subject to the Texas Public Information Act, Tex. Gov't Code §§ 552.001 *et seq* ("TPIA"). Proposals submitted to IDEA in response to this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure under Texas law, Respondent is responsible for submitting arguments to the Attorney General identifying which exception(s) to the TPIA are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality normally are not accepted by the Attorney General. IDEA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondent.

n) Conflict of Interest. IDEA and any prospective or actual Vendor/Contractor are required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officials. Any Vendor/Contractor that does business or seeks to do business with IDEA must timely complete and submit the Texas Ethics Commission's required Conflict of Interest Questionnaire – Form CIQ referenced in **Attachment H**.

o) Undue Influence. In order to ensure the integrity of the selection process, Respondent's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor/Contractor, directly or indirectly, through any contact with IDEA Board members or officials from the date this RFP is released until the award of a fully executed and approved Contract. By submitting a Proposal, Respondent affirms that the Vendor/Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any IDEA representative in connection with the Proposal submitted.

p) Proposal Errors. Respondents will represent that its Proposal is a true and correct statement and contains no cause for claim of omission or error. Request for withdrawal of Proposal is allowed based on proof of mechanical error; however, the Vendor/Contractor may be removed from consideration or from any approved Vendor/Contract list maintained by IDEA.

q) False/Misleading Statements. Proposals which contain false or misleading statements, or which provide references which do not support an accurate attribute or capability of Vendor/Contractor, may be rejected. If, in the opinion of IDEA, such information was intended to mislead IDEA in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of this RFP, IDEA shall reject the Proposal.

r) Proposal Signatures. The Proposal must be signed by an authorized representative with proper signatory authority. By submitting a Proposal, Respondent represents and warrants that the individual submitting the Proposal and the documents made part of the Proposal is authorized to sign such documents on behalf of the Vendor/Contractor and to bind the Vendor/Contractor under any contract that may result from the Proposal submission. The signature should indicate the title or position that the individual holds in the entity.

s) Rights Reserved by IDEA and Restrictions on the RFP Process.

i) IDEA reserves the right to cancel or withdraw this solicitation in whole or in part by issuance of a revised or amended RFP or a cancellation of this RFP.
ii) IDEA reserves the right to select any Proposal, or combination thereof, it deems the best value and in the best interest of IDEA, regardless of price. See **Part IV** for the evaluation criteria used in this RFP.
iii) IDEA reserves the right to award one or more contracts, in parts if not in whole, to a single or to multiple Respondents or to create a pool of approved Vendors/Contractors. See **Part I, paragraph 11, Selection of Vendor(s)**, below. The fact that IDEA may make multiple awards should be taken into consideration by each Respondent and "all-or-none" combinations of goods and/or services will not be considered if not solicited.
iv) IDEA reserves the right to reject any and/or all Proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of IDEA. IDEA further reserves the right to accept, reject, or negotiate modifications in any terms of a Respondent's Proposal or any parts thereof.
v) IDEA reserves the right to waive any formalities or technicalities if deemed in the best interest of IDEA. IDEA also reserves the right as sole judge of quality and equality.

**5) Tentative RFP Timeline**

| | |
|---|---|
| RFP Issue Date: | Thursday, February 1, 2024, at 2:00 PM CST |
| Respondent Question Cut-Off Date: | Thursday, February 15, 2024, at 2:00 PM CST |
| Proposal Closing Date & Time: | Thursday, February 29, 2023, at 2:00 PM CST |
| Evaluation Period: | February 22, 2023 – February 29, 2023 |
| Board Meeting & Approval: | March 2024 |

**6) RFP Clarification and Questions**

Questions regarding the requirements specified in this RFP must be submitted via email to at solicitations@ideapublicschools.org no later than February 15, 2024 by 2:00 PM CCT. The email subject line should read: Questions- **RFP #15-BBS-0324 for Outsourced Pupil Transportation**
Questions submitted by Respondents at least 10 days before the submission deadline and answers prepared by IDEA, along with any errata or addenda to this RFP, if applicable, will be posted on the IDEA

website at: https://ideapublicschools.org/our-story/finance-budget/pcs/bids-rfps/and on the Tyler Munis Self Service website or Public Purchase. IDEA will not answer questions verbally and any informal 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.

**7) Addenda or Errata**

Any interpretations, corrections, additions, or changes to this RFP will be communicated to Respondents by the issuance of an addenda or errata. It is the responsibility of Respondent, prior to submitting a Proposal, to determine whether an addenda or errata was issued by checking IDEA's website: https://ideapublicschools.org/our-story/finance-budget/. All Respondents shall comply with the requirements specified in any addenda or errata issued by IDEA.

**8) Respondent Responsibility**

IDEA expects Respondents to be thoroughly familiar with all specifications and requirements of this RFP. Respondent's failure or omission to examine any relevant form, article, site, or document will not relieve Vendor/Contractor from any obligation regarding this RFP. By submitting a Proposal, Respondent is presumed to concur with all terms, conditions, and specifications of this RFP unless otherwise specifically stated in **Attachment U – Deviations and Exceptions**.

Respondents who have not obtained this RFP directly from IDEA, or who may have downloaded the document from the IDEA website or vendor portal in Tyler Munis, shall be responsible for immediately notifying IDEA of their interest in order to receive all written addenda or errata on a timely basis. A Respondent who does not notify IDEA and submits a Proposal without receipt of all addenda or errata issued may be deemed to have submitted a Proposal not responsive to this RFP.

**9) Contract Award**

Written notice of award mailed or otherwise furnished to the successful Vendor(s)/Contractor(s) results in a binding contract without further action required by either party. IDEA further reserves the right to tender its own contract for products or services. IDEA may not accept, and may reject, any contract or other written agreement submitted by a Respondent as part of its Proposal or offered by the successful Vendor(s)/Contractor(s). If IDEA is willing to consider or needs a contract draft tendered from Respondent, IDEA will request this from Respondent, but contract terms must be consistent with this RFP and IDEA's standard terms and conditions.

**10) Selection of Vendor(s)**

IDEA may award this RFP to multiple Vendors/Contractors or to the Vendor/Contractor IDEA determines, in its sole discretion, provides the best value to IDEA, based upon the evaluation of Proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under **Part IV – Evaluation Criteria** in this RFP.

**11) Contract Term**

The agreement(s) resulting from this Proposal will be in effect for an initial contract period for one (1) year beginning with the first day of school for the 2024–2025 school year as shown by IDEA Public School's school calendar, or a date to be mutually agreed upon between the parties. The renewal option will be an additional two (2) years. Bidders may submit proposals listing pricing for one (1), two

(2), and/or three (3) years of service. IDEA Public Schools and awarded Vendor(s) may extend a resulting contract for up to two (2) one-year renewals upon written mutual agreement.

An increase in price without a change in any other contract terms shall not exceed three percent (3%) or the of IDEA Public Schools to do so.

**12) Criminal Background Checks**

If a Vendor/Contractor or subcontractor may have direct interaction with students pursuant to an Agreement resulting from this RFP, Vendor/Contractor must coordinate and cooperate with IDEA to ensure that appropriate criminal history review requirements are met as required by Texas Education Code § 22.0834. Covered employees or subcontractors of a Vendor/Contractor with disqualifying criminal histories are prohibited from providing goods and/or services to IDEA. Vendor/Contractor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor/Contractor shall cooperate with IDEA to ensure that all employees and subcontractors assigned to work under a contract have successfully passed a criminal background check prior to assignment. Any person or persons not acceptable to IDEA shall be prohibited from working on the Agreement. IDEA reserves the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by IDEA pursuant to Texas law. Vendor/Contractor shall provide certification that all of its personnel are eligible and that required background checks have been conducted as required by law.

**13) Insurance Requirements**

a) No Insurance Requirements as to IDEA. As a governmental unit as defined by Texas Civil Practice and Remedies Code § 101.001, IDEA has immunity from liability and suit except to the extent such immunity is waived by the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code.

b) The insurance coverages specified in this RFP are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor/Contractor. The Vendor/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 RFP and Agreement.

c) The successful Vendor/Contractor will at a minimum carry and maintain Workers' Compensation, General Liability, and Property Damage Liability Insurance. Insurance Certificates must be submitted with the Proposal. IDEA reserves the right to review all insurance policies pertaining to this RFP to guarantee that the proper coverage is obtained and maintained by the Vendor/Contractor.

d) Vendor/Contractor shall keep in full force and effect the following minimum limits of insurance (or higher):

i) General Liability: Vendor/Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: $1,000,000.00 per occurrence and $2,000,000.00 general aggregate. The policy shall include liability arising out of premises, operations, independent contractors,

personal injury, advertising injury, and liability assumed under an insured contract, and must provide coverage for all claims that may arise from performance of the Agreement or completed operations, whether by Vendor/Contractor or anyone directly or indirectly employed by Vendor/Contractor. Such policy shall name IDEA as an Additional Named Insured and include a Waiver of Subrogation Clause.

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

e) Each insurance policy to be furnished by the successful Vendor/Contractor shall include "IDEA Public Schools" as a certificate holder, as Additional Named Insured, and include a Waiver of Subrogation Clause. Please note a certificate of insurance showing named-insured is not adequate to establish this status or fulfill this requirement.

f) Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.

g) Vendor/Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor/Contractor shall keep the required insurance coverage in full force and effect at all times during the term of the Agreement, or any extension thereof, during any warranty period, of the Agreement.

**14) Administrative Procedure for Bidder Complaints**

Members of the public having complaints regarding IDEA's purchasing procedures or operations may present their complaints or concerns via telephone to IDEA's Anonymous Ethics and Compliance Hotline, 833-380-1041.

## PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS

### 1) Scope of Work

The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. IDEA will use objective criteria specified in **Part IV** to review Proposals and potentially make multiple awards, if deemed in the best interest of IDEA, in its sole discretion.

IDEA is seeking to procure the following goods and/or services:

1.1. IDEA Public School seeks proposals with the intent to award a contract to one or more school bus transportation contractors that provide pupil transportation services (including buses and drivers).

1.2. The current scope is to provide student transportation services to two (2) of the following potential campuses**:

| Campus | Address | Time | Buses Req'd |
|---|---|---|---|
| **IDEA Montopolis** | 1701 Vargas Rd, Austin, TX 78741 | Morning Pick-Up/Afternoon Drop-Off | **9** |
| **IDEA Rundberg** | 9504 N Interstate 35 Frontage Rd, Austin, TX 78753 | Morning Pick-Up/Afternoon Drop-Off | **8** |
| **IDEA Bluff Springs** | 1700 E Slaughter Ln, Austin, TX 78744 | Morning Pick-Up/Afternoon Drop-Off | **7** |
| **IDEA Pflugerville** | 1901 Wells Branch Pkwy, Pflugerville, TX 78660 | Morning Pick-Up/Afternoon Drop-Off | **7** |
| **IDEA Kyle** | 640 Philomena Dr. Kyle, TX 78640 | Morning Pick-Up/Afternoon Drop-Off | **8** |
| **IDEA Parmer Park** | 1438 E Yager Ln, Austin, TX 78753 | Morning Pick-Up/Afternoon Drop-Off | **7** |
| **IDEA AHP **** | 5816 Wilcab Rd, Austin, TX 78721 | Morning Pick-Up/Afternoon Drop-Off | **4** |
| **IDEA Round Rock Tech **** | 3301 Greenlawn Blvd, Round Rock, TX 78664 | Morning Pick-Up/Afternoon Drop-Off | **7** |

1.1. IDEA Public Schools may add any of the following services to the scope based on pricing proposals given in response to the RFP: (i) transportation services are needed for students with special needs, (ii) additional routes, or (iii) after school activities.

1.2. IDEA Public Schools shall only pay the Contractor for services rendered on a per route basis and stipulates that no payment is required if services are not rendered. Accordingly, IDEA Public Schools shall not be obligated to reimburse Contractor for its operating costs or capital expenses incurred in equipping its vehicle fleet.

1.3. On-Time Performance: It is the responsibility of the Contractor to arrive on time to drop off students. If the Contractor arrives late 5 minutes after class has started, IDEA Public Schools will only pay 75% of the total cost for that student(s) rate. If the Contractor arrives 10 minutes after class has started, IDEA Public Schools will only pay 50% of the total cost for the student(s) rate. If the transportation contractor arrives late 15 minutes after class has started, IDEA Public Schools will only pay 25% of the total cost for that student(s) rate. If the transportation contractor arrives more than 15 minutes after class has started, IDEA Public Schools will not pay for any portion the student(s) rate, Ex: A driver was late to begin the route. In the case that the Contractor is not liable for the late arrival, IDEA Public Schools will pay 100% of the total cost of the student(s) rate, Ex.: A student was uncooperative during onboarding that can be documented.

1.4. If IDEA Public Schools finds it necessary to suspend or terminate a route, IDEA Public Schools shall notify Contractor and thereby be under no further financial obligation to issue payment(s) for the suspended or terminated routes.

1.5. Although IDEA Public Schools has and will continue to make its best effort to anticipate and project student needs for transportation services, IDEA Public Schools does not make any representation as to the amount and timing of services that will be needed and reserves the right to increase or decrease the degree to which transportation services are utilized. Correspondingly, IDEA Public Schools makes no guarantee or commitment of any kind concerning the degree to which transportation services will actually be utilized.

Any contract award issued as a result of this RFP does not guarantee any minimum amount of service or payment. IDEA will not issue a Purchase Order (PO) until a campus or department initiates a request for the goods and/or services described in this RFP. A Vendor/Contractor shall not perform services for IDEA without the issuance of a PO or contract Agreement. A Vendor/Contractor will be compensated, with submission of proper supporting documentation, by IDEA for goods and/or services satisfactorily provided and/or performed in accordance with the Agreement requirements and this RFP.

## Technical Specifications

**OBTAINING INFORMATION-Outside Sources**

IDEA Public Schools reserves the right to obtain, from any and all sources, information concerning Proposer which IDEA Public Schools deems pertinent to this RFP and to consider such information in evaluating the Proposer's proposal.

**INSPECTIONS**

IDEA Public Schools reserves the right to make on-site inspections of the Proposer's facilities which IDEA Public Schools deems pertinent and necessary to evaluate the Proposer's proposal and to consider any information received from such inspection in evaluating the Proposer's proposal.

**FUEL**

The Proposer shall be responsible for purchasing all fuel utilized under the terms of this Agreement. Please include fuel costs in the cost of the proposal.

## STUDENT TRANSPORTATION DATA

Number of days of operation (based on 2024-2025 school year) = 173 days

- 2024-2025 School Calendar, including School Start and End Times are included in "Appendix A: School Calendar".
- Intercampus morning/afternoon routes included in "Appendix B: IDEA Public Schools Inter-Campus Pick-Up/Drop-Off Times".

**MINIMUM REQUIREMENTS FOR BUSES**.

For the purpose of this RFP and ensuring all proposals are equal, during the negotiation phase, IDEA Public Schools reserves the right to make changes to these requirements in order to receive the best value possible.

**a) FLEET REQUIREMENTS**

i) All buses being considered for use under this RFP, must meet the specified requirements found in the 2018 Student Bus Specifications prepared by the Department of Public Safety (DPS) within one (1) year of an agreement being executed. These specifications may be found at the following link: https://www.dps.texas.gov/sites/default/files/documents/schoolbus/txschoolbusspecs/2018txschoolbus specs.pdf.

ii) Our existing buses have all the following criteria whether they are owned by IDEA Public Schools or leased. These are items that must be maintained with the fleet.

- All buses are equipped with a two-way radio. A radio base station will be manned during normal operating hours to be determined by IDEA Public Schools.
- All buses are equipped with 4 to 6 digital recordable cameras (details of camera manufacturers and products to be provided by Proposer). Fleet base station must be equipped with the necessary hardware to play back the recording on the buses.

- All buses are equipped with air conditioners and heaters and will be maintained for the life of the contract/bus to be in working condition.
- Buses used to transport students with disabilities are ADA compliant.
- PA System

**iii) STUDENT/ROUTE REQUIREMENTS**

Fees on a per route basis will be no more than the stated charge for the smallest bus needed to serve the greatest number of students on each route during the year. In general and across all routes, IDEA Public Schools will not pay a larger bus fee when student count dictates a smaller bus may be used. Bus sizes will be specified at the beginning of each school year based on the number of students on a particular route and may be updated from time to time as needed. Final decision on bus size rests with IDEA Public Schools. This requirement shall apply to all route types listed below (all route types are to include transportation for Special Education students):

- Standard (routes run morning, mid-day, and afternoon transporting students from home to school, school to school, and/or from school to home)
- Special Needs (routes requiring lifts, aides or monitors and requiring compliance with all ADA specifications)

**b) DRIVERS**

i) The Proposer shall employ and assign to the contract a sufficient number of licensed and certified school bus drivers and driver substitutes to meet all of the service needs of the contract. This includes, but is not limited to, ensuring that all school bus drivers are (i) at least 18 years of age; (ii) hold a Class B CDL with passenger (P) and school bus (S) endorsements, obtained through DPS; (iii) pass an annual physical exam required by DPS and through an employer or DOT certified doctor; (iv) maintain an acceptable driving record in accordance with the Texas school bus driving record evaluation; (v) being free of any felony or misdemeanor convictions for a crime involving moral turpitude; and (vi) any other requirements set by state and/or federal law with respect to qualifications for driving a school bus.

ii) The use of tobacco products, possession of alcohol, controlled substances, illegal drugs, firearms, and weapons of any kind by employees of the Proposer are always prohibited on school buses. Drivers must be trained to work with students with disabilities. Monitors must be on buses as needed for students with disabilities.

iii) No driver employed by Contractor will be permitted to provide services under this Agreement if there is reason to believe that such driver is engaged in any improper conduct with any student. The contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word of conduct, and shall act in a professional and courteous manner at all times during the provision of Services.

iv) All drivers shall be well groomed and shall wear a Proposer provided identification badge and, if one is issued, uniform.

**c) MECHANICS**

i) Mechanics must pass the same drug and background screening as required for school bus operators. Staffing must be sufficient to administer the contract in a professional manner.

ii) Mechanics must keep the fleet in good working condition to meet the needs of IDEA Public Schools.
iii) The manager assigned to the contract must be available to meet with IDEA Public Schools staff as needed to discuss the transportation program.

**d) <u>VEHICLES</u>**

i) All pupil transportation vehicles will be kept in a clean and sanitary condition and open for examination at all times by IDEA Public Schools or designee. The Proposer will provide a complete fleet listing each year of the contract with the mileage and age of each vehicle. Vehicles provided by the Proposer to help in times of need must meet all Federal and State school bus requirements for the term of the contract. Vehicle upgrades mandated by law during the life of the agreement will remain the responsibility of the Proposer. Costs for such upgrades will be borne by the Proposer.
ii) Every vehicle utilized by Contractor to provide transportation services under this Agreement shall at all times meet all applicable federal, state, or local laws, regulations, or ordinances related to the operation of school buses. Furthermore, all vehicles / equipment used by Contractor to provide transportation services shall pass annual state-required inspection, as well as pass any other required inspections and have all required safety equipment installed and functioning.
iii) All vehicles / equipment utilized by Contractor shall be titled in the name of Contractor, meaning that title to all vehicles / equipment utilized by Contractor shall remain in the name of Contractor and as such IDEA Public Schools shall have no ownership rights in Contractor's vehicles.
iv) All of Contractor's vehicles used to provide transportation services under this Agreement will be certified by the manufacturer for their particular intended use pursuant to federal and state law.
v) Every bus utilized by Contractor to provide transportation services under this Agreement shall be completely examined by Contractor once every three (3) months during the term of this Agreement as to, among other things, front end, brakes, tires, safety equipment, and engine. A report of such inspection shall be maintained in the office of Contractor.
vi) All vehicles and equipment necessary to fulfill this Agreement shall be clean, in good working order, and conform with proper standards of the industry. Additionally, all transportation services to be performed by Contractor under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.
vii) All transportation vehicles will be clearly marked and include an identification number distinguishing that vehicle from the other vehicles in IDEA Public Schools's fleet.
viii) Proposer is required to purchase TX-tags for tollways at their expense for all Activity or Field trip buses. The Proposer will be expected to use tollways when possible to extra-curriculum and field trips to shorten travel.
ix) IDEA Public Schools vehicles will be used exclusively for providing services to IDEA Public Schools. IDEA Public Schools vehicles shall not be used for any other purpose without prior consent of IDEA Public Schools.

**e) <u>PERMITS AND LICENSES</u>**

The successful Proposer will be required to secure and maintain in force such licenses and permits as are required by law for furnishing services and will comply with and observe all provisions of Federal and the State of Texas laws, including but not limited to those permits and licenses required by the Texas Department of Transportation, Texas Department of Public Safety, and/or other appropriate regulatory agencies.

**f) ROUTES**

i) Each year of the contract the Proposer will be responsible for the development of the school bus routes. These routes will be made available to IDEA Public Schools by July 22, 2024.

ii) Routes will indicate a route number, all stop locations, estimated number of passengers and start time for the route. IDEA Public Schools will cooperate with the Proposer by approving the routes or suggesting needed changes in a reasonable and timely manner.

iii) IDEA Public Schools's designee will decide conflicts regarding eligibility of riders and stop locations. The Proposer agrees to abide by all of IDEA Public Schools's decisions in this area.

iv) Students with disabilities must be provided curb to curb bus service and all buses transporting students with disabilities must be equipped with lifts and radios.

v) The response time for initiation of bus service for students with disabilities must be no longer than three (3) working days. Except as approved by IDEA Public Schools, the maximum time any pupil may be in transit one way shall not exceed one and one half (1 ½) hour.

vi) At Proposer's expense, annually, a dry run day will be conducted by the Proposer prior to opening of school in the fall. All routes will be run as though it were the first day of school.

**g) STUDENT INFORMATION**

Contractor acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by IDEA Public Schools including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"). IDEA Public Schools has determined that Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of those IDEA Public Schools students who receive transportation services under this Agreement, and that Contractor is the agent of IDEA Public Schools for the purpose of obtaining limited student information related to transportation services and providing services under this Agreement. Contractor and Contractor's personnel shall maintain the confidentiality of student records and comply with the requirements of FERPA and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of this Agreement. Upon termination of this Agreement, Contractor will return to IDEA Public Schools all student records, documentation, and other items that were used, created, or controlled by Contractor during the term hereof.

**h) AMENDMENT**

This Agreement may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both IDEA Public Schools and Contractor.

**i) SAFETY**

i) The Proposer will be responsible for establishing and maintaining an ongoing comprehensive safety program that addresses all pre-service and in-service training requirements established by Federal and State regulations for student transportation. A complete description of each program is to be submitted with the Proposers response. As part of the Proposer's total safety program all employees maintaining a CDL license with a passenger endorsement must receive training for the management of student passengers. Drivers and monitors assigned to special needs routes shall receive additional training for the care and management of special needs passengers.

ii) Annual discipline management training for all drivers must be included in Proposer's safety program.

iii) No more than two (2) secondary students or three (3) elementary students may share a seat.

**j) ACCIDENTS**

For purposes of the RFP an accident shall be defined as an unplanned event or incident involving a school vehicle under contract to IDEA Public Schools that results in bodily injury, vehicle damage, or property damage to. The transportation manager prior to the close of business must verbally report all accidents to IDEA Public Schools's designee on the day they occur. Serious accidents, those involving bodily injury or major damage to property, are to be reported to IDEA Public Schools's designee by the transportation manager as soon as he/she has knowledge of the accident but no later than one (1) hour after having been informed of the accident. This notification is required 24 hours per day, 365 days per year. All accidents will be documented in writing and forwarded to IDEA Public Schools's designee within twenty-four (24) hours of their occurrence. The Proposer will maintain a log of all accidents involving the school bus fleet. This log will contain the names of individuals involved in the accident, date, location, accident description, damage amount, police report and assessment of fault. IDEA Public Schools's designee will be allowed to review this log as necessary.

**k) DRUG TESTING PROGRAM**

i) The Proposer will implement an employee drug-screening program, which complies with all Federal and State laws for such tests. Drug screening will include both pre-employment as well as random sample testing for all employees assigned to the pupil transportation contract. The Proposer shall pay all costs associated with this ongoing screening process.

ii) A sample copy of the Proposer's drug screening program will be included with the proposal.

**l) PAYMENT**

IDEA Public Schools will pay for services provided on a monthly basis in arrears. Full payment will be made within thirty (30) calendar days of receipt of a properly documented invoice. IDEA Public Schools will provide Proposer with invoice requirements.

**m) TRANSFER OF CONTRACT**

The Agreement will not be transferred or assigned to another vendor or contractor without IDEA Public Schools's prior written consent. In the event that IDEA Public Schools approves a transfer or reassignment of this Agreement, all terms and conditions of this Agreement and addendums to this Agreement will be honored throughout the period and option periods of the Agreement.

**n) STUDENT/PASSENGER BEHAVIOR**

i) IDEA Public Schools will work jointly with the Proposer to develop and publish a code of conduct for students who ride school buses.

ii) IDEA Public Schools's approved code of conduct will be enforced by Proposer's staff of drivers at all times. Student behavior, which violates this code, shall be documented in writing by the school bus driver and will be addressed and resolved in collaboration with the Campus Principal and the awarded Proposer. A IDEA Public Schools Administrator will help provide a resolution if needed.

**o) ADJUSTMENTS**

IDEA Public Schools will be entitled to a pro-rata adjustment for each day that full service on any bus route is not provided such as if the contractor fails to provide full daily service for any or all routes or if contractor fails to provide service for after school runs or for activity and athletic trips as requested.

**p) DELAY OF SCHOOL**

IDEA Public Schools, or designee, shall have the sole responsibility of altering, delaying, or canceling bus service for any reason whatsoever. The contractor agrees to abide by the decision of IDEA Public Schools, or designee, and to operate on the assigned schedules and routes. During the winter months, the contractor shall analyze road conditions and provide IDEA Public Schools by 5:00 am CST, with a recommendation for delaying or canceling transportation service. IDEA Public Schools shall not pay for any day for which school is not conducted including inclement weather days.

**q) VEHICLE MAINTENANCE**

i) The Proposer will implement a comprehensive maintenance program for the school bus fleet to provide safe and efficient service to the school community. The Proposer must maintain vehicles in a manner, which provides maximum fuel efficiency. As part of an overall fleet maintenance program, all necessary parts, tools, lubricants and other related items are to be the responsibility of the Proposer. The Proposer will pay all costs associated with this maintenance function. All A/C and heaters shall be maintained and in working condition for the life of the bus.

ii) The Proposer will provide IDEA Public Schools with copies of all school bus inspections performed by the Texas Department of Public Safety and/or a certified vehicle inspector. A written explanation will be given to IDEA Public Schools by the Proposer for any vehicle that fails inspection. In addition, the Proposer will outline corrective steps to be taken to avoid or reduce the likelihood of such vehicle inspection failures in the future. Vehicle breakdowns, which result in a delay in service (on the way to a route, on route or on the way to or from a school), shall be documented in writing by the Proposer and forwarded to IDEA Public Schools's designee. Further, the Proposer will outline steps in maintenance or operations procedures, which will prevent or reduce the likelihood of such breakdowns in the future.

iii) Proposer must describe their planned length of service, in terms of years and mileage, before buses are retired from regular daily usage and thereafter used as back-up buses. Please provide same information with regards to back-up buses.
iv) In the event of a mechanical failure or breakdown that prohibits further operation of any bus while in use in providing the services required under this Agreement, Contractor agrees that a spare bus and driver shall respond to the site of the breakdown for transfer of students for delivery to their intended destination in accordance with this Agreement.

**2) Performance Requirements**

**a)** The specifications included above are minimum basic requirements.
**b)** The scope of work includes the goods and/or services IDEA intends to procure. The actual amount of goods and/or services procured as a result of this RFP may be adjusted up or down according to IDEA's needs and available funding.
**c)** Vendor/Contractor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in this RFP, in compliance and conformance with any applicable law or ordinance, and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

## PART III – PROPOSAL SUBMISSION AND REQUIREMENTS

**1) Proposal Submission**

Proposals may be submitted using the Tyler Munis Self Service or Public Purchase website, or by sending a hard copy to:

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

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

a) One (1) clearly identified hard copy ORIGINAL of the Proposal.
b) One (1) copy of the Proposal on FLASH DRIVES, marked with Respondent name.

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

**2) Proposal Requirements**

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

a) **Title Page**
Utilize **Attachment A** to include Vendor/Contractor Legal Name and date of Proposal submission.

b) **Section I – Preface**
Respondent shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the Proposal including the expression of interest and understanding of the work to be done and its ability and desire to meet the requirements of this RFP.

c) **Section II – Summary of Experience & Qualifications**
Respondent shall describe its experiences as it relates to the requirements of this RFP. Respondent should focus on its experience in providing and managing the delivery of products and/or services similar to those described in this RFP, within a similar environment, particularly in Texas. Regional Site Managers Resume.

d) **Section III – Proposal Response to Scope of Work and Performance Requirements**
Respondent shall provide a description of goods and/or services and capabilities as outlined in **Part II – Scope of Work and Performance Requirements** section of this RFP. The response shall be clear and succinct. If any service or requirement cannot be performed, Respondent shall state "unable to perform".

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

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

e) **Cost Summary**
Ancillary to the Proposal, the Respondent shall provide information on any costs that IDEA may incur. Respondent must specify all costs associated with providing the goods and/or services required herein. The costs shall include amounts that Respondent may include on its invoice for goods, shipping and delivery, hardware, software, licensing, training, project management, customization, implementation, ongoing maintenance, support, administrative fees, processing fees, and any unforeseen expenses. Respondent shall provide a complete fee and itemized cost detail supporting all elements of its Proposal. The cost detail must include a

narrative for each fee or cost element. If Respondent does not expect for IDEA to incur any costs, Respondent shall state "No costs to IDEA". Utilize or reference **Attachment S** for proposed pricing.

Please note that Respondents are not required to bid on each RFP element. For any type of good and/or service it does not wish to bid, please indicate "No Bid" for that cost element.

f) **Additional Required Forms**
Respondent shall execute all required certifications and forms attached to this RFP and return the signed originals with the Proposal.

g) **Additional Documentation**

**Submittal 1:** Implementation Plan

Respondent shall detail their implementation plan and specific timelines to be followed, including a transition plan if selected Proposer is different from the current provider.
Please provide a plan and schedule for implementation, should your firm be selected as the successful proposer. It is expected that your organization's leaders be present during any initial implementation phase within IDEA Public Schools.

Your schedule and plan should address:

- Inspection of vehicles, facility, and equipment;
- Acquisition of required vehicles;
- Occupation of any facilities;
- Recruitment/relocation, if necessary, of management and supervisory personnel;
- Selection, any necessary training, and employment of drivers;
- Employee orientation, especially to routes and schedules

**Submittal 2:** IDEA Public Schools's Direct Experience with the Respondent

Respondent shall provide a narrative describing any of its past relevant experience in working with IDEA Public Schools.

**Submittal 3:** Experience in School Transportation

Respondent shall provide a statement of its qualifications to provide the specific services requested herein.

**Submittal 4:** Staffing Plan

Respondent shall submit a staffing plan that clearly shows how the daily operations of the local routes(s) will be managed during the normal hours of operation, plus during any emergency or out-of-hours situation that may arise. This plan must include both operations and vehicle maintenance functions.

**Submittal 5:** References

Respondent shall supply a list of five (5) references and contracts held, preferably in Texas, describing their experience in transporting physically challenged and typically developing school-

age children. Names, addresses, email addresses and phone numbers of the references must be included.

**Submittal 6:** School Bus Routing Software
Respondent shall provide a description of its proposed Routing Software along with its benefits, efficiencies, and issues identified by users.

**Submittal 7:** Maintenance Program
Respondent shall provide a description of its proposed vehicle maintenance program and how it will be administered.

**Submittal 8:** Driver Hiring and Retention Program
Respondent shall provide a description of its hiring process and the selection criteria used. Additionally, respondent shall provide a table disclosing how many drivers it employs by years of service and the turnover and/or retention rate for drivers.

**Submittal 9:** Driver Safety and Training Program
Respondent shall provide an overall description of its training process and driver education program.

A. If you have an established, continuing safety program, please describe the operation, course description and requirements of the program. Also, disclose the number of training hours per year required per employee.
B. How often are safety meetings held?
C. Describe any established safety organization activities in which your organization or its key personnel participate.
D. What have been the School Bus Accident Rates for school buses operated by your firm in each of the three most recent academic years?

**Provide a description of how you define school bus accidents.**

Number of School Bus Accidents Per Million Vehicle Miles
**School Year**
2020-21 _____
2021-22 _____
2022-23 _____

**Submittal 10:** Student Safety Program
Respondent shall provide a description of how it will address the issue of student safety, including any educational programs it has implemented.

**Submittal 11:** List of Bus Driver Qualifications
The respondent shall submit a list of bus driver qualifications, certifications and indications of ability to meet all driver requirements under Texas statutes and regulations, and how the respondent proposes to supply these drivers, assuming existing drivers will not be available.

**Submittal 12:** Mechanics Training and Certification Process
Respondent shall describe its mechanic training and certification process.

**Submittal 13:** Customer Feedback
Respondent shall provide a description of its formal customer feedback system, provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.

**Submittal 14:** Plan For Substitute Buses and Relief Drivers
Respondent shall address the provision for substitute buses and drivers needed for performance under the terms of this contract.

**Submittal 15:** Customer Service Philosophy
Respondent shall describe its customer relations philosophy and its program in this area.

**Submittal 17:** Site Evaluation
One or more members of IDEA Public Schools's evaluation committee may conduct one or more site evaluations. Site evaluations will be conducted at facilities of IDEA Public Schools's choice where the Proposer currently provides pupil transportation services. Site evaluation criteria, not listed in any order of weight or priority, are as follows:

**Submittal 18:** Personnel
Overall Appearance of Facility Fleet Quality
Record-keeping Available Audits

By submitting a proposal, each Proposer agrees to make selected facilities and facility's personnel available to IDEA Public Schools's evaluation committee upon reasonable notice.

## PART IV – EVALUATION CRITERIA

In accordance with IDEA policy, award(s) of a contract(s) resulting from this RFP will be made to the responsible Vendor(s)/Contractor(s) whose Proposal(s) is/are determined, after evaluation by IDEA, to be the best value to IDEA. To qualify for evaluation, a Proposal must have been submitted on time and must materially satisfy all mandatory requirements of this RFP.

1) **Competitive Selection and Proposal Evaluation**
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 Vendor/Contractor submitting the best responsive Proposal satisfying IDEA's requirements, price, and other factors. If one Vendor/Contractor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Vendors/Contractors.

Proposals will be evaluated on criteria deemed to be in IDEA's best interest, as reflected in the below evaluation rubric. An evaluation committee will review and evaluate all Proposals based on the factors detailed herein. The committee evaluating the Proposals submitted may require any or all Vendors/Contractors to give an oral presentation or be interviewed to clarify or elaborate on its Proposal. Upon completion of oral presentations, interviews, or discussions, Vendors/Contractors may

be requested to revise any or all portions of its Proposal. IDEA's Board will make the final decision on whether and to whom a contract is to be awarded.

| | Evaluation Criteria |
|---|---|
| **40 Points** | **Cost Proposal:** Price and total long-term cost to IDEA to acquire goods and/or services. |
| **30 Points** | **Knowledge and Capabilities:** Quality of goods and/or services, extent to which goods and/or services meet IDEA's needs and performance requirements, Respondent's principal place of business as related to ability to perform requirements of this RFP. |
| **10 Points** | **Reputation/References:** The quality/reputation of the Respondent's good and/or services, Respondent's past relationship with Texas public schools. |
| **5 Points** | **Past Experience:** Proposer's past experience with IDEA Public Schools or with other public/charter schools. |
| **15 Points** | **Vendor/Contractor Standing & Positive SAFER Rating** Must be incorporated to do business in Texas and be in good standing with the state of Texas; must not be indebted to IDEA. Must have positive SAFER Rating/Report. |
| **100 Points** | **Total Possible Score** |

## PART V – GENERAL TERMS AND CONDITIONS

**Assignment**: This Agreement may not be assigned by either party without the prior written consent of both IDEA and Vendor/Contractor. Any attempted assignment of this Agreement by Vendor/Contractor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor/Contractor without the prior written approval of IDEA. Vendor/Contractor is required to notify IDEA when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

**Compliance with Applicable Law:** To the extent applicable, Vendor/Contractor shall fully comply with all provisions and reauthorizations of applicable state and federal law, including but not limited to the Texas Education Code, the Texas Administrative Code, the Elementary and Secondary Education Act (ESEA), the Individuals with Disabilities Education Act (IDEA), and the Family Educational Rights and Privacy Act (FERPA). Vendor/Contractor shall also fully comply with the policies of IDEA's Board. IDEA's Board Policies can be accessed at: https://ideapublicschools.org/our-story/national-board-of-directors/.

**Conflict of Interest:** In accordance with section 176.006 of the Texas Local Government Code, Vendor/Contractor must file, on an annual basis, a Conflict of Interest Questionnaire with IDEA. The Texas Ethics Commission Form CIQ and instructions can be found on the Texas Ethics Commission website at https://www.ethics.state.tx.us/forms/conflict. Vendor/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under Chapter 176 of the Texas Local Government Code, and other applicable law including federal and state "related party" law and restrictions, nepotism laws, penal code prohibitions and other applicable law and rule. Any violation or failure to disclose any conflicts of interest shall be grounds for IDEA to take action as permitted by law including termination of any Agreement, declaring any Agreement void or other action IDEA determines to be in the best interest of IDEA.

**Contractual Relationship:** Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor/Contractor or between IDEA and the Vendor's/Contractor's employees. IDEA shall not be subject to any obligation or liabilities of the Vendor/Contractor or its employees incurred in the performance of the contract and order unless otherwise herein authorized. Neither the Vendor/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.

**Confidentiality**- **Name or Information Use:** Vendor/Contractor, and any person acting on its behalf or affiliated with the Vendor/Contractor, shall not use IDEA's name, trademarks, logos or other information in any public manner or media (including, but not limited to press releases, promotions, advertisements, solicitations, website, blog, video, or social media) without prior written approval of IDEA. Written authorization may be refused or granted at IDEA's sole discretion.

**Debarment and Suspension**: Neither Vendor/Contractor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement 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 Vendors/Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If Vendor/Contractor or any of its personnel identified is Debarred or Suspended, they must provide immediate notice to IDEA and IDEA may thereafter suspend or terminate the Agreement as it deems appropriate.

**Delivery of Goods/Items:** When the contract is for goods, Vendor/Contractor shall deliver complete orders, unless previously informed to and accepted by IDEA. Any deliveries not made in full are subject to a delay of payment by IDEA. Items shipped to the incorrect location by the Vendor/Contractor will be the responsibility of the Vendor/Contractor to correct. The Vendor/Contractor will be required to cover shipping charges to ship the items to the correct location. IDEA will only deliver the items to the correct location if there was an incorrect shipping address listed on the contract or Purchase Order. A packing slip is required with each shipment.

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

**Entire Agreement:** The written Agreement resulting from this RFP as well as these standard terms and conditions (and any procurement documents from IDEA) contains the entire agreement of the Parties concerning the subject matter described therein, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter described herein. These General Terms and Conditions supersede any prior, contemporaneous, or related written or oral agreements between the parties concerning the subject matter described herein or in the Agreement.

**Equal Opportunity**: Vendor/Contractor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

**Execution:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

**Formation and Good Standing:** Vendor/Contractor represents and warrants that it is legally formed, validly existing and/or registered to conduct business in Texas, and to the extent applicable, in good standing under the laws of Texas and of the state of its formation. Vendor/Contractor represents and warrants that it is duly qualified and registered to do business in Texas with the Texas Secretary of State and the Texas Comptroller of Public Accounts and understands that remaining in good standing with Texas is a condition of the Agreement.

**General Warranty:** Vendor/Contractor represents and warrants to IDEA that the goods and/or services shall perform at a level as intended, are fit for use for their intended purpose, and shall substantially conform in accordance with the specifications stated in the Agreement, in compliance and conformance with any applicable law or ordinance and will be performed in a good, professional, and workmanlike manner. Further, they shall be fit for ordinary use with no material defects, provided that all use of the goods and/or services is for the purposes and in the environment for which they were designed and in accordance with such specifications.

**Gratuities:** IDEA may, by written notice to Vendor/Contractor, cancel this 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 Vendor/Contractor (or any agent or representative of Vendor/Contractor) to any director, officer or employee of IDEA (or to any family member of an IDEA employee, officer or director within the third-degree by affinity or consanguinity under Texas law), unless there is an express written statutory exception for same, or the gift is a documented donation to IDEA. In the event this Agreement is cancelled by IDEA pursuant to this section, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Vendor/Contractor in providing such impermissible gratuities.

**Indemnification:** VENDOR/CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS IDEA AND ITS BOARD, OFFICERS, AND REPRESENTATIVES (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 VENDOR'S/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 VENDOR/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR/CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO 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. VENDOR'S/CONTRACTOR'S

OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

**Ineligibility for Nonpayment of Child Support:** Pursuant to Texas Family Code § 231.006(d), regarding child support, Vendor/Contractor certifies that it is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate. The Texas Health and Human Services Commission Form 1903, Child Support Certification, must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Vendor/Contractor from providing goods and/or services to IDEA. See **Attachment I** contained herein.

**Inspection:** Prior to acceptance of any goods and/or services and continuing for a period of thirty (30) days after IDEA's first use of the goods and/or services, IDEA reserves the absolute right to inspect, test, and reject all goods and/or services, in whole or in part, furnished by Vendor/Contractor, to ensure that they comply with the Agreement and/or PO. This right shall exist even if payment has already been made by IDEA to the Vendor/Contractor. Goods or services which, in the sole opinion of IDEA, fail to conform to the required specification(s) or standard(s) may be considered non-conforming. In such event that goods and/or services are considered non-conforming, IDEA may return such goods and/or services at Vendor's/Contractor's risk and expense for replacement or correction, in which case Vendor/Contractor shall use best efforts to replace any non-conforming goods and/or services. IDEA may also accept the non-conforming goods and/or services subject to an equitable price reduction if mutually agreed to among the parties.

**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 determine 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.

**Law of State to Govern:** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Texas and agree that any court of competent jurisdiction sitting in Hidalgo County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In connection with IDEA's defense of any suit against and/or IDEA's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims under this Agreement, which IDEA prevails as to all or any portion of its defense(s), claims, counterclaims, and actions, IDEA shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

**Limitations:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS

AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

**Modifications**: The contract may only be modified, altered, or changed by a written agreement signed by both IDEA and Vendor/Contractor and their duly authorized agents.

**No Arbitration:** Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be submitted to non-binding mediation or heard in a court of competent jurisdiction in the State of Texas sitting in Hidalgo County, Texas.

**Non-Appropriation/Funding Out:** This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency pursuant to IDEA's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by IDEA's Board. If the Legislature and/or the Texas Education Agency fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of IDEA's fiscal year, then IDEA will issue written notice to Vendor/Contractor and IDEA may terminate this Agreement without further duty or obligation hereunder.

**No Waiver of Immunity:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, VENDOR/CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO IDEA, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, AND/OR GOVERNMENTAL IMMUNITY AVAILABLE TO IDEA UNDER APPLICABLE LAW.

**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 thirty (30) days net from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. In accordance with the Board's accounts payable policy, to receive payment for goods provided and/or services rendered, the Vendor/Contractor must submit a separate invoice, in duplicate, for each purchase order that includes the following:

a) Fully identifies the Vendor/Contractor, including the Vendor's/Contractor's authorized representative, and said identifying information conforms to that on the purchase order issued by IDEA to the Vendor/Contractor and/or the Agreement.
b) Includes an invoice number and date.
c) Is addressed to IDEA Public Schools, including the proper mailing address for accounts payable and the address to which goods and/or services were delivered.
d) References the purchase order number issued.
e) Delineates in sufficient detail the goods and/or services provided to IDEA, including the quantity and unit price of the goods and/or services, and the date that the goods were delivered or the services were rendered.

Payment will not be remitted until all goods provided and/or services rendered are inspected and confirmed received by IDEA.

**Prices:** IDEA accepts Vendor's/Contractor's price(s) as recorded on Vendor's/Contractor's Proposal and reserves the right to cancel the Agreement if the prices are to be increased without a properly negotiated and executed amendment to the Agreement.

**Product Recall:** Vendor/Contractor shall notify IDEA immediately if a product recall is instituted on any good and/or service Vendor/Contractor has delivered or if Vendor/Contractor discovers or becomes aware of any defect in quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

**Purchase Order Required:** Orders/requests may be submitted by telephone, fax, email, or mail. No valid orders/requests will be submitted without an IDEA approved purchase order.

**Record Keeping**: It is the responsibility of Vendor/Contractor to maintain such records as are required by law, IDEA, or as are prescribed by the professional and generally accepted standards of the Texas Education Agency. The books and records related to the contract shall be maintained by Vendor/Contractor, and IDEA shall have the right to inspect and review such records at reasonable times upon request by IDEA.

**Rights to Inventions Made Under a Contract or Agreement**: The Vendor/Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the Vendor/Contractor and IDEA belongs to IDEA as work-for-hire and all rights are reserved by IDEA and/or the federal government in accordance with applicable federal law.

**Severability:** In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the original intent of the Parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the Parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.

**Tax Exempt:** IDEA is tax-exempt. Vendor/Contractor shall not include taxes on any Proposal, contract, PO, or invoice. IDEA will provide a tax exemption certificate to Vendor/Contractor upon request.

**Termination:** IDEA reserves the right to terminate all or any part of the undelivered portion of any order resulting from the Agreement with thirty (30) days written notice upon default by the Vendor/Contractor, for delay or nonperformance by the Vendor/Contractor, or if it is deemed in the best interest of IDEA, for convenience.

**Texas Public Information Act:** Vendor/Contractor acknowledges that IDEA is a public school subject to requests for information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Under the TPIA, there are exceptions to requests for disclosure which include, but are not limited to, information confidential by law and certain commercial information and trade secrets.

The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case-by-case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the TPIA requires IDEA to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

**Unsatisfactory Performance by Vendor Staff**: If any person employed by Vendor/Contractor fails or refuses to carry out the services detailed in this Agreement or is, in the opinion of IDEA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an IDEA student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this Agreement immediately and shall not again provide services to IDEA except upon consent of IDEA's representative(s).

## PART VI – SUPPLEMENTAL TERMS AND CONDITIONS

**Confidential and/or Proprietary Information:** Vendor/Contractor acknowledges that, in connection with this Agreement, it may have access to or create (alone or with others) confidential and/or proprietary information that is valuable to IDEA. For purposes of this Agreement, "Confidential Information" shall include but not be limited to:

a) Information relating to IDEA's financial, regulatory, personnel, or operational matters.
b) Information relating to IDEA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
c) Trade secrets, know-how, inventions, discoveries, techniques, processes, methods, formulae, ideas, technical data and specifications, testing, methods, research and development activities, and computer programs and designs.
d) Contracts, product plans, sales and marketing plans, and business plans.
e) All information not generally known outside of IDEA's business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from IDEA or its agents.
f) The term "Confidential Information" does not include the following:
    i. Information available to the public through no wrongful act of the receiving party.
    ii. Information that has been published.
    iii. Information required in response to subpoena, court order, court ruling, or by law.

Vendor/Contractor agrees that it will not, at any time during or after termination of this Agreement, use or disclose any Confidential Information or trade secrets of IDEA to any person or entity for any purpose whatsoever without the prior written consent of IDEA, unless and except as otherwise required by applicable federal or state law or court order.

Vendor/Contractor agrees to release to IDEA all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

**Privacy of Employee or Student Data**: When educational records and Student Data will be utilized under the Agreement, or Employee data may be involved, the following provisions apply and Vendor/Contractor will enter into a Data Sharing Agreement provided by IDEA:

a) General Guidelines. The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by IDEA, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC § 1232g. IDEA has determined that Vendor/Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of IDEA's students who receive the services, and that Vendor/Contractor is the agent of IDEA solely for the purpose of providing services under this Agreement. Vendor/Contractor and its personnel shall maintain the confidentiality of Student Data, as defined below, and comply with the requirements of FERPA and all other applicable law with respect to the privacy of Student Data. Vendor's/Contractor's obligations under this Section shall survive the termination or expiration of this Agreement.

b) Definition of "Student Data": "Student Data" includes all Personally Identifiable Information ("PII") and other non-public information and includes, but is not limited to, student data, metadata, and user content.

c) Collection and Use of Student Data: Vendor/Contractor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor/Contractor will use Student Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Vendor/Contractor is prohibited from mining Student Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

d) If Vendor/Contractor has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.

e) Data De-Identification: Vendor/Contractor may use de-identified Student or Employee Data for product development, research, or other purposes. De-identified Student or Employee Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Vendor/Contractor agrees not to attempt to re-identify de-identified Student or Employee Data and not to transfer de-identified Student or Employee Data to any party unless that party agrees not to attempt re-identification.

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

g) Modification of Terms of Service: Vendor/Contractor will not change how Student or Employee Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from IDEA.

h) Student Data Sharing: Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.

i) Access and Transfer or Destruction: Any Student or Employee Data held by Vendor/Contractor will be made available to IDEA upon request by IDEA. Vendor/Contractor will ensure that all Student or Employee Data in its possession and in the possession of any subcontractors or agents to which Vendor/Contractor may have transferred Student or Employee Data are

destroyed or transferred to IDEA when the Student or Employee Data is no longer needed for its specified purpose, at the request of IDEA.

j) Rights and License In and To Student or Employee Data: The Parties agree that all rights, including all intellectual property rights, shall remain the exclusive property of IDEA, and that Vendor/Contractor has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor/Contractor any rights, implied or otherwise, to Student or Employee Data, content, or intellectual property, except as otherwise expressly stated in this Agreement. This includes the right to sell or trade Student or Employee Data.

k) Security Controls: Vendor/Contractor will store and process Student or Employee Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student or Employee Data from unauthorized access, disclosure, and use. Vendor/Contractor will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor/Contractor will also have a written incident response plan, to include prompt notification of IDEA in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Vendor/Contractor agrees to share its incident response plan upon request.

## PART VII – REQUIRED ATTACHMENTS

The attachments listed below are required and should be included with the Proposal.

**ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.**

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B – Vendor/Contractor Information
3. Attachment C – Vendor/Contractor Certification
4. Attachment D – Proof of Insurance or Bonding
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – Non-Collusion Statement
7. Attachment G – IDEA Conflict of Interest Form
8. Attachment H – Conflict of Interest Form CIQ
9. Attachment I – Child Support Certification
10. Attachment J – Equal Opportunity and Nondiscrimination

11. Attachment K – Felony Conviction Disclosure Statement

12. Attachment L – Certification Regarding Lobbying

13. Attachment M – Debarment or Suspension Certificate

14. Attachment N – Contract Provisions for Contracts Involving Federal Funds

15. Attachment O – Criminal History Review of Vendor/Contractor Employees and Certification

16. Attachment P – Reference Sheet

17. Attachment Q – Recent and Ongoing Projects

18. Attachment R – Litigation, Terminations, Claims

19. Attachment S – Proposed Pricing

20. Attachment T – W-9 Form

21. Attachment U— Deviations and Exceptions

22. Attachment V- Independent Contractor Agreement

**A Proposal Submitted in Response to**

## IDEA's Request for Proposals

**RFP #15-BBS-0324 for Outsourced Pupil Transportation**

Submitted By:

_____

(Full Legal Name of Vendor/Contractor)

On:

_____

(Date of Proposal Submission)

## Attachment B – Vendor/Contractor Information

Vendor/Contractor Information:

1. Vendor/Contractor Legal Name: _____
2. Vendor/Contractor d/b/a (if applicable): _____
3. Employer Identification Number: _____
4. Street Address: _____
5. City, State, and Zip Code: _____

Additional Requirements:

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

Name: _____

Name: _____

Name: _____

Name: _____

## Attachment C – Vendor/Contractor Certification and Signature Page

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

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title/Role of Authorized Representative: _____

Vendor/Contractor Legal Name: _____

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

Address: _____

Telephone Number: _____

Fax Number: _____

Project Contact Person: _____

Contact Phone Number: _____

Contact Email Address: _____

Web Site Address: _____

## Attachment D – Proof of Insurance and/or Bonding

*Please provide proof of insurance and/or bonding as detailed in RFP specifications*.

## 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 and Pursuant to 2 CFR Part 182.*

The undersigned Vendor/Contractor 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, Vendor's/Contractor'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 Vendor's/Contractor's policy statement.

- Notifying the employees through Vendor's/Contractor's policy statement that as a condition of services to IDEA, employees shall abide by the terms of the policy statement and notifying Vendor/Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statue in the workplace.

- Notifying IDEA within ten (10) days of Vendor's/Contractor'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 statue or requires such employee to participate in a drug abuse assistance or rehabilitation program.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

## Attachment F – Non-Collusion Statement

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

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

Vendor/Contractor hereby assigns to IDEA any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business & Commerce Code, Section 15.01.

## Attachment G – IDEA Conflict of Interest Form

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

- No manager, employee or paid consultant of Vendor/Contractor is a member of the IDEA Board of Directors or an employee of IDEA.
- No manager or paid consultant of Vendor/Contractor is married to a member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or an employee of IDEA.
- No member of the IDEA Board of Directors, IDEA's Chief Executive Officer, or employee of IDEA is a manager or paid consultant of Vendor/Contractor.
- 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/Contractor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive Officer, nor any employee of IDEA receives compensation from Vendor/Contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor/Contractor has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest.
- Should Vendor/Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Vendor/Contractor 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.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

## Attachment H – Conflict of Interest Form CIQ

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

Respondent must fill-out the Conflict of Interest Form CIQ and submit with their Proposal.

The Conflict of Interest Form CIQ and instructions can be found at the following link:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

**4** **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5** **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

_____ _____

Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

# Attachment I – Child Support Certification

The Texas Health and Human Services Commission Form 1903, Child Support Certification must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the Proposal. The child support certification form can be found at: https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903-child-support-certification.

TEXAS Health and Human Services

**Form 1903**
May 2017-E

**Child Support Certification**

**Section 1**

Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On State Contracts, prohibits the payment of state funds under a grant, contract, or loan to:

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

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

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

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

- the name and Social Security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application; and
- the statement in Section 3 below.

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

**Section 2**

In accordance with Section 231.006, the names and Social Security numbers (SSN) of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below:

| | | | |
|---|---|---|---|
| Name: | | SSN: | |
| Name: | | SSN: | |
| Name: | | SSN: | |
| Name: | | SSN: | |

**Section 3**

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

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

| Contractor Authorized Representative Printed Name: | Title: |
|---|---|
| | |
| **Contractor Authorized Representative Signature:** | **Date:** |
| | |

# Attachment J – Equal Opportunity and Nondiscrimination

Vendor/Contractor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. Vendor/Contractor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

**EEO Laws, Rules, Guidelines, Regulations**

Vendor/Contractor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor/Contractor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor/Contractor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor/Contractor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status. Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

# Attachment K – Felony Conviction Disclosure Statement

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Vendor/Contractor, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Additionally, in accordance with this state law, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required […] or misrepresented the conduct resulting in the conviction." In this event, "The district must compensate the person or business entity for services performed before the termination of the contract." Section 44.034 "does not apply to a publicly held corporation."

I, the undersigned agent for the legal entity named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR/CONTRACTOR NAME: _____

AUTHORIZED REPRESENTATIVE NAME (PLEASE PRINT): _____

☐ Vendor/Contractor is a publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Vendor/Contractor is not owned or operated by anyone who has been convicted of a felony.

☐ Vendor/Contractor is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s): _____

General description of the conduct resulting in the conviction of a felony:

_____

Name of Individual: _____

General description of the conduct resulting in the conviction of a felony:

_____

_____ _____

Signature of Authorized Representative Date Signed

## Attachment L – Certification Regarding Lobbying

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of 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 Standard Form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

## Attachment M – Debarment or Suspension Certificate

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

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CRF Part 180.

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the Vendor/Contractor is unable to certify any of the statements in this certification, Vendor/Contractor shall attach an explanation to this certification form.

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

## Attachment N – Contract Provisions for 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 $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.

2. *Termination for Cause and Convenience*. All contracts in excess of $10,000 must address termination for cause and for convenience by IDEA including the manner by which it will be affected and the basis for settlement.

3. *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 IDEA 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. IDEA 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. IDEA 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. IDEA 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 IDEA 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*. IDEA 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.

**Vendor/Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that the vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

# Attachment O – Criminal History Review of Vendor/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 Vendor/Contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. IDEA Public Schools (the "School") retains the discretion to determine what constitutes direct contact with students.

"*Disqualifying Criminal History*": Any conviction or other criminal information designated by the School, 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 the School believes might compromise the safety of students, staff, or property.

All Vendors/Contractors must work with the School to comply with the requirements of Texas Education Code § 22.0834 prior to beginning services to the School.

## CRIMINAL HISTORY REVIEW OF VENDOR/CONTRACTOR EMPLOYEES CERTIFICATION

**Please complete the information below:**

I, the undersigned agent for the legal entity named below certify that [check one]:

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

*Or*

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

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

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

_____

Legal Vendor/Contractor Name

_____ _____

Signature of Authorized Representative Date

_____

Printed Name and Title of Authorized Representative

**MEMORANDUM OF UNDERSTANDING**

COMPLIANCE WITH CRIMINAL HISTORY BACKGROUND CHECK REQUIREMENTS

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

WHEREAS, Vendor/Contractor provides contract services to IDEA; and

WHEREAS, pursuant to Texas Government Code ("TGC") § 411.0845, the Texas Department of Public Safety ("DPS") maintains the Criminal History Clearinghouse ("DPS Clearinghouse") to provide fingerprint criminal history record information, including national criminal history record information made available through the U.S. Federal Bureau of Investigation ("FBI"), to approved persons and entities; and

WHEREAS, due to recent changes in DPS protocols, Vendor/Contractor no longer has access to the national criminal history record information maintained as part of the DPS Clearinghouse; and

WHEREAS, IDEA is able to access the national criminal history record information portion of the DPS Clearinghouse through the DPS Local Education Entity ("LEE") Fast Pass option;

NOW THEREFORE, the Parties agree as follows:

1. IDEA will provide access to its LEE Fast Pass to Provider in the event that Vendor/Contractor and/or any of Vendor's/Contractor's or subcontractor's employees is a "covered employee" under TEC § 22.0834, provided that Vendor/Contractor provides IDEA with sufficient documentation needed for IDEA to facilitate a national criminal history record information search through the DPS Clearinghouse.

2. IDEA will obtain national criminal history information review reports through the DPS Clearinghouse for Vendor/Contractor and/or any of Vendor's/Contractor's or subcontractor's employees that is a covered employee, and will notify Vendor/Contractor if Vendor/Contractor and/or any of Vendor's/Contractor's or subcontractor's employees have a disqualifying criminal history; provided, however that IDEA *will not* provide DPS Clearinghouse results to Vendor/Contractor.

3. Vendor/Contractor shall reimburse to IDEA a fee of $_____ for each of Vendor's/Contractor's employees who are processed through IDEA's LEE Fast Pass.

4. The Parties agree to work expeditiously to complete fingerprinting for Vendor/Contractor and/or Vendor's/Contractor's or subcontractor's employees, and this MOU shall expire when all applicable fingerprint results have been received and reviewed by IDEA. In no event shall this MOU remain effective for more than 30 days beyond the effective date of this MOU without mutual written extension by both Parties.

**ACCEPTED AND AGREED TO:**

| **IDEA PUBLIC SCHOOLS** | **VENDOR/CONTRACTOR** |
|---|---|
| By: _____ | By: _____ |
| Title: _____ | Name/Title: _____ |
| Date: _____ | Date: _____ |

# Attachment P – Reference Sheet

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

1. _____
Customer/Client School or Organization/Entity Name

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

_____
Dates of Contract

2. _____
Customer/Client School or Organization/Entity Name

_____
Street Address City State Zip

_____
Contact Person Phone Number Email Address

_____
Project Scope

_____
Dates of Contract

3. _____

Customer/Client School or Organization/Entity Name

_____

Street Address City State Zip

_____

Contact Person Phone Number Email Address

_____

Project Scope

_____

Dates of Contract

4. _____

Customer/Client School or Organization/Entity Name

_____

Street Address City State Zip

_____

Contact Person Phone Number Email Address

_____

Project Scope

_____

Dates of Contract

## Attachment Q – Recent and Ongoing Projects

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

1. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Project Scope: _____
_____
_____

2. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Project Scope: _____
_____
_____

3. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Project Scope: _____
_____
_____

4. _____
Customer/Client School or Organization/Entity Name

_____

Contact Person Phone Number Email Address

Brief Project Scope: _____

_____

_____

5. _____

Customer/Client School or Organization/Entity Name

_____

Contact Person Phone Number Email Address

Brief Project Scope: _____

_____

_____

6. _____

Customer/Client School or Organization/Entity Name

_____

Contact Person Phone Number Email Address

Brief Project Scope: _____

_____

_____

## Attachment R – Litigation, Terminations, Claims

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

1. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

2. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

3. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

4. _____
Customer/Client School or Organization/Entity Name

_____

Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

5. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

6. _____
Customer/Client School or Organization/Entity Name

_____
Contact Person Phone Number Email Address

Brief Description of Event or Issues: _____
_____
_____
_____

## Attachment S – Proposed Pricing

Respondent shall provide pricing / price schedule referencing: “ATTACHMENT “S” in its submitted Proposal.

# Attachment T – Respondent's 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 its Proposal. The W-9 form and instructions can be obtained at the following link: https://www.irs.gov/pub/irs-pdf/fw9.pdf

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

___ – ___ – ____

**or**

**Employer identification number**

__ – _____

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** ► **Date** ►

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# Attachment U – Deviations and Exceptions

If the undersigned Vendor/Contractor intends to deviate from the specifications listed in this RFP, all such deviations must be listed on this page (and attachments as necessary), with complete and detailed conditions and information included or attached. IDEA will consider any deviation in its RFP award decisions, and IDEA reserves the right to accept or reject any Proposal based upon any deviations indicated below or in any attachments or inclusions. ***Please note that deviations and variations are strongly discouraged and may be grounds for Proposal rejection at IDEA's sole discretion.***

In the absence of any deviation entry on this form the Vendor/Contractor assures IDEA of its full compliance with the terms and conditions, specifications, and all other information contained in this RFP.

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

☐ The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP except as follows:

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

_____
Legal Vendor/Contractor Name

_____ _____
Signature of Authorized Representative Date

_____
Printed Name and Title of Authorized Representative

## Part VIII: ADDENDA OR ERRATA

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

*(The rest of this page was intentionally left blank.)*

# Appendix A: IDEA 2024-2025 School Calendar

*(The rest of this page was intentionally left blank.)*

## Appendix B: IDEA Public Schools Inter-Campus Pick-up/Drop-Off Times

*(The rest of this page was intentionally left blank.)*

# END OF IDEA PUBLIC SCHOOLS RFP