



## Request for Proposals (RFP)

### #39-OHTRANSP-0524 for Outsourced Pupil Transportation in Ohio

Issued by:

IDEA Greater Cincinnati, Inc.  
C/O 2115 W Pike Blvd  
Weslaco, TX 78596

Proposal Closing Date:

12:00 PM CST  
April 26, 2024

IDEA Greater Cincinnati, Inc., an Ohio public charter school, is accepting Proposals from qualified and experienced Vendors/Contractors to provide pupil transportation services including drivers, maintenance, and fuel utilizing IDEA's yellow fleet for our two (2) Ohio campuses.

IDEA Greater Cincinnati, Inc. ("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@ideapublicschools.org](mailto:solicitations@ideapublicschools.org). All inquiries via email should have the subject line read: **Questions – RFP #39-OHTRANSP-0524 for Outsourced Pupil Transportation in Ohio**. To provide IDEA sufficient time to adequately prepare responses to Vendor/Contractor inquiries, all questions must be submitted by **April 19, 2024, no later than 12:00 PM CST**. Contact with IDEA personnel other than the IDEA Procurement and Contract Services team 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:

[solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org)

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## PART I – GENERAL INFORMATION AND INSTRUCTIONS

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### 1) Introduction and Purpose

IDEA Greater Cincinnati, Inc. (“IDEA”) is an Ohio nonprofit corporation and a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code. Pursuant to Title 33 of the Ohio Revised Code and its Contract for Charter with the Thomas B. Fordham Foundation, IDEA is an open-enrollment charter school, governmental entity, and public school. IDEA prepares Ohio students from underserved communities for success in college and citizenship. IDEA serves students at campuses located in the Cincinnati area. Although IDEA’s growth is rapid, it is also carefully planned.

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 Kindergarten, 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 Greater Cincinnati, Inc.*

### 2) Objectives

Utilizing the Request for Proposals (RFP) method of procurement, IDEA is requesting Proposals from Respondents for pupil transportation services to include drivers, maintenance, and fuel utilizing IDEA’s yellow fleet for our Ohio campuses.

All interested parties may access this RFP package online at the following address:

<https://ideapublicschools.org/regions/greater-cincinnati/>

### 3) Funding Authority

IDEA will utilize state funds to finance any purchases of goods and/or services through the contract(s) awarded to the successful Vendor(s)/Contractor(s) through this RFP, including any purchase orders issued under said contract(s).

### 4) 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.

## 5) 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, and 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 Ohio 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:
  - (a) Possesses or is able to obtain adequate financial resources to perform under this RFP.
  - (b) Can comply with the required scope of this RFP.
  - (c) Has a satisfactory record of integrity and ethics.
  - (d) Is not suspended or debarred and is otherwise qualified and eligible to receive an award.
  - (e) 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) Reference Sheet

- vii) Recent and Ongoing Projects
  - viii) Litigation, Terminations, Claims
  - ix) Required Forms
  - x) Additional Documentation (Required)
- d) Submission of Proposals. Proposals shall be submitted via [Public Purchase](#). A signed, submitted Proposal submitted via Public Purchase 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 Greater Cincinnati, Inc., c/o IDEA Public Schools, 2115 W. Pike Blvd., Weslaco, Texas 78596. Proposals shall be received no later than **12:00 PM CST on April 26, 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 R**.
- 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 P**.
- 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 the Director of Procurement at [solicitations@ideapublicschools.org](mailto: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 R**). 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 an Ohio public charter school, IDEA is subject to the Ohio Public Records Act R.C. 149.43 and Open Meetings Law R.C. 121.22("Sunshine Laws"). 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 Ohio law, Respondent is responsible for submitting arguments to IDEA and identifying which exception(s) to the Sunshine Laws are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality normally are not

accepted. IDEA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondent to the extent that Sunshine Laws are applicable.

- n) Conflict of Interest. IDEA and any prospective or actual Vendor/Contractor are required to comply with Ohio Revised Code Chapter 102 and Sections 2921.42.
- 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.
- 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.

## 6) Tentative RFP Timeline

RFP Issue Date:	April 10, 2024
Pre-Proposal Conference:	April 18, 2024, at 11:00 AM CST via <a href="#">Microsoft Teams</a>
Respondent Question Cut-Off Date:	April 19, 2024, at 12:00 PM CST
Addendum Issue Date:	April 22, 2024
Proposal Closing Date & Time:	April 26, 2024, at 12:00 PM CST
Evaluation Period:	April 26, 2024 – April 29, 2024
Board Meeting & Approval:	May 23, 2024
Initial Proposed Contract Term:	Upon execution date to June 30, 2025

## 7) RFP Clarification and Questions

Questions regarding the requirements specified in this RFP must be submitted via email to [solicitations@ideapublicschools.org](mailto:solicitations@ideapublicschools.org) no later than **April 19, 2024, at 12:00 PM CST**. The email subject line should read: **Questions- RFP #39-OHTRANSP-0524 for Outsourced Pupil Transportation in Ohio**. Questions submitted by Respondents before the respondent question cut-off 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/regions/greater-cincinnati/> and on [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.

## 8) 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/regions/greater-cincinnati/>. All Respondents shall comply with the requirements specified in any addenda or errata issued by IDEA.

## 9) 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 R – 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.

## 10) 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.

## 11) 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.

## 12) Contract Term

The Agreement(s) resulting from this RFP will be in effect as of a date established by mutual consent of IDEA and selected Vendor(s)/Contractor(s). The initial project term is expected to be **one (1) year**. At its sole discretion, IDEA may renew this contract for up to an additional **two (2) years** unless otherwise prohibited by law. Each renewal shall be effective for one (1) additional year effective from July 1 through June 30 of any given year. IDEA shall convey via written notice to the selected Vendor(s)/Contractor(s) at least thirty (30) days in advance of an Agreement expiration informing Vendor/Contractor of IDEA's intent to renew, non-renew, amend the Agreement, or terminate. If the Vendor/Contractor does not believe that it can renew the contract, the Vendor/Contractor shall provide IDEA with written notice at least ninety (90) days prior to the Agreement's expiration date.

### 13) 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 Ohio Revised Code to criminal records checks on Contractor's representatives who will have continuing duties under this RFP and will have routine interaction with a child or regular responsibility for the care, custody, or control of a child. No employee, agent, representative, volunteer, applicant for employment, or other person associated with Contractor who has been convicted of a felony or misdemeanor prohibited by R.C. 3314.41 shall be permitted to perform services for IDEA. Contractor shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Ohio Revised Code Chapter 3314 will be available to IDEA for inspection and review during normal business hours of Contractor and upon request of IDEA or governmental authorities 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 Ohio 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. Complete **Attachment L**.

### 14) Insurance Requirements

- a) No Insurance Requirements as to IDEA. Vendor / Contractor is required to provide IDEA with copies of certificates of insurance, name and address of Vendor / Contractor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to IDEA prior to the commencement of any work under this RFP or subsequent agreement. For claims related to this RFP or subsequent Agreement, Vendor / Contractor's insurance coverage shall be primary and non-contributory with other coverage by the IDEA. The insurance company ensuring the vendor shall be acceptable to IDEA. IDEA reserves the right to require additional insurance should IDEA deem additional insurance necessary, in IDEA's sole discretion. Proof of insurance coverage must be submitted with the proposal; however, proof of inclusion of IDEA as an additional insured is not required unless selected for an Agreement.
- 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 Ohio Workers' Compensation Act.
- e) Each insurance policy to be furnished by the successful Vendor/Contractor shall include "IDEA Greater Cincinnati, Inc." 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.

### **15) 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 Public Schools' 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:

- a. 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 in Cincinnati, Ohio to include drivers, maintenance, and fuel utilizing IDEA’s yellow fleet.
- b. The current scope is to provide student transportation services to the two (2) campuses listed below:

Campus	Address	Time	Buses Req'd
IDEA Valley View	1011 Glendale Milford Rd. Cincinnati, OH 45215	Morning Pick-Up/Afternoon Drop-Off	8
IDEA Price Hill	2700 Glenway Ave., Cincinnati, OH 45204	Morning Pick-Up/Afternoon Drop-Off	6

- c. 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, SPED students, (ii) additional routes, or (iii) after-school activities.
- d. IDEA Public Schools **shall only** pay the Contractor for services rendered on a per-day basis and stipulate 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.
- e. **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 the daily bus rate. If the Contractor arrives **10 minutes after class** has started, IDEA Public Schools **will only pay 50% of the total cost** for the daily bus rate. If the transportation contractor arrives **15 minutes late, after class has started**, IDEA Public Schools **will only pay 25% of the total cost** for the daily bus rate. If the transportation contractor arrives **more than 15 minutes after class has started**, IDEA Public Schools **will not pay for any portion** the daily bus 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 daily bus rate, Ex.: A student was uncooperative during onboarding that can be documented.*
- f. If IDEA Public Schools finds it necessary to **suspend or terminate a route due to consolidation or lack of ridership or other necessary reasons**, IDEA Public Schools shall notify Contractor and thereby be under no further financial obligation to issue payment(s) for the suspended or terminated routes.

- g. 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.

## **Technical Specifications**

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### **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 the 2024-2025 school year) = 173 days

- 2024-2025 School Calendar, including School Start and End Times are included in **“Appendix A: IDEA Greater Cincinnati 2024-2025 School Calendar & Start/End Times”**.
- Campus morning/afternoon routes included in **“Appendix B: IDEA Greater Cincinnati Routes”**.

### **MINIMUM REQUIREMENTS FOR BUSES**

For the purpose of this RFP and to ensure 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.

## FLEET REQUIREMENTS

- All buses being considered for use under this RFP, **must meet** the federal standards and Ohio’s state construction standards. School buses must comply with the standards that are in effect as of the date of manufacture. The most recent set of standards was adopted in January 2024 and can be located at <https://www.ohioschoolboards.org/school-bus-standards>
- 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 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-IDEA Public Schools currently DOES NOT own any SPED buses with the OHIO region.**
  - PA System
  - **Any buses included in the scope of work should adhere to the same or closely aligned requirements as those currently specified for 72+ passenger buses, as outlined in the scope. All additional buses added by the Awarded Vendor to meet rider demand must also comply with state regulations.**

Campus	Current Buses		Estimated Buses/SY	
	SY 24-25	SY 25-26	SY 26-27	SY 27-28
Price Hill	10	1	1	1
Valley View	6	1	1	1

## STUDENT ROUTE REQUIREMENTS

**Fees on a daily bus rate 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.

**NOTE:** The 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, and afternoon transporting students from home to school, school to school, and/or from school to home) Field Lessons and General Field Trips (to and from school to field trip location).
- Special Needs (routes requiring lifts, aides or monitors and requiring compliance with all ADA specifications)

### **DRIVERS**

- 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 Ohio 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.
- The use of tobacco products, possession of alcohol, controlled substances, illegal drugs, firearms, and weapons of any kind by employees of the Proposer are prohibited on school buses at all times. Drivers must be trained to work with students with disabilities. Monitors must be on buses as needed for students with disabilities.
- No driver employed by the 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 or conduct and shall act in a professional and courteous manner at all times during the provision of Services.
- All drivers shall be well groomed and shall wear a Proposer provided identification badge and, if one is issued, uniform.

### **CONTRACTOR MECHANICS**

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

### **VEHICLES**

- 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.

- 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.
- 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.
- 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.
- 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.**
- 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.
- 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.
- **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.**

## **PERMITS AND LICENSES**

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 Ohio laws.

## **ROUTES**

- 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 on or about July 22, 2024.
- 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.
- IDEA Public Schools’s designee will decide conflicts regarding the eligibility of riders and stop locations. The Proposer agrees to abide by all of IDEA Public Schools’s decisions in this area.
- Students with disabilities must be provided with services that are aligned with the current federal and state regulations, with all buses transporting students with disabilities that must be equipped with lifts and radios.
- 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.
- At Proposer’s expense, annually, a dry run day will be conducted by the Proposer prior to opening of school August. All routes will be run as though it were the first day of school.

### **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.

### **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.

## **SAFETY**

- 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 Proposer's 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.
- Annual discipline management training for all drivers must be included in Proposer's safety program.
- No more than two (2) secondary students or three (3) elementary students may share a seat.

## **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. 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.

## **DRUG TESTING PROGRAM**

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

## **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.

### **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.

### **STUDENT/PASSENGER BEHAVIOR**

- IDEA Public Schools will work jointly with the Proposer to develop and publish a code of conduct for students who ride school buses.
- 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. An IDEA Public Schools Administrator will help provide a resolution if needed.

### **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.

### **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 4:00 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.

### **VEHICLE MAINTENANCE**

- 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.

- The Proposer will provide IDEA Public Schools with copies of all school bus inspections performed by the Department of Public Safety and/or a certified vehicle inspector, or copies of approvals. 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.
- 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.
- 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.

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.

## **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

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### 1) Proposal Submission

Proposals may be submitted using [Public Purchase](#) or by sending a hard copy to:

IDEA Greater Cincinnati, Inc.,  
c/o 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) copies 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 Ohio.

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 Ohio).
- 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 P** 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) **References**

Respondent shall submit a minimum of five (5) verifiable references, preferably in Ohio, describing their experience in transporting physically challenged and typically developing school-age children. It is desired that if Respondent has performed this type of service previously, those references be listed. It is recommended that Respondent provide references that are similar or as closely related to this unique RFP, if possible. Each reference provided shall include:

- i) Customer/Client School or Organization/Entity Name
  - ii) Customer/Client School or Organization/Entity Address, City, State, and Zip
  - iii) Contact Person at i) above
  - iv) Contact Person Phone Number
  - v) Contact Person Email Address
  - vi) Brief Project Scope Description
  - vii) Dates of Contract
- g) **Recent and Ongoing Projects**  
Respondent shall list any projects completed in the past three (3) years that are similar to the scope of work in this RFP and include the following on **Attachment N**:
- i) Customer/Client School or Organization/Entity Name
  - ii) Contact Person at i) above
  - iii) Contact Person Phone Number
  - iv) Contact Person Email Address
  - v) Brief Project Scope Description
- h) **Litigation, Terminations, Claims**  
Respondent shall list any project completed in the past five (5) years where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity. Provide the following on **Attachment O**:
- i) Customer/Client School or Organization/Entity Name
  - ii) Contact Person at i) above
  - iii) Contact Person Phone Number
  - iv) Contact Person Email Address
  - v) Brief Description of Event or Issues
- i) **Additional Required Forms**  
Respondent shall execute all required certifications and forms attached to this RFP and return the signed originals with the Proposal.
- j) **Additional Documentation (Required)**  
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

Experience in School Transportation

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

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.

School Bus Routing Software

Respondent shall provide a description of its proposed Routing Software along with its benefits, efficiencies, and issues identified by users.

Maintenance Program

Respondent shall provide a description of its proposed vehicle maintenance program and how it will be administered.

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.

Driver Safety and Training Program, including Safety Record

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. Identify how often are safety meetings held.
- c. Describe any established safety organization activities in which your organization or its key personnel participate.
- d. Disclose the School Bus Accident Rates for school buses operated by your firm in each of the three most recent academic years.
- e. Provide a description of how you define school bus accidents.
- f. Complete the table below:

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

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.

Cost Proposal Form

Respondent must provide a fixed cost proposal for the services requested. Although cost is an important consideration, proposals will also be evaluated in terms of the quality of the respondent’s proposal relative to the other criteria listed in this RFP.

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 Ohio statutes and regulations, and how the respondent proposes to supply these drivers, assuming existing drivers will not be available.

Mechanics Training and Certification Process

Respondent shall describe its mechanic training and certification process.

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.

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.

Customer Service Philosophy

Respondent shall describe its customer relations philosophy and its program in this area.

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:

- A. Personnel
- B. Overall Appearance of Facility
- C. Fleet Quality
- D. Record-keeping
- E. 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**

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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**

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

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.

	<b>Evaluation Criteria</b>
<b>40 Points</b>	<b>Cost Proposal:</b> Price and total long-term cost to IDEA to acquire goods and/or services.
<b>30 Points</b>	<b>Knowledge and Capabilities:</b> 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, and safety record

<b>15 Points</b>	<b>Reputation/References:</b> The quality/reputation of the Respondent’s goods and/or services, Respondent’s past relationship with Ohio public schools.
<b>10 Points</b>	<b>Experience:</b> Proposer’s past experience with public/charter schools
<b>5 Points</b>	<b>Complete Proposal:</b> The Proposal is complete and includes all required information, forms, and certifications as specified in this RFP
<b>100 Points</b>	<b>Total Possible Score</b>

**\*Federal Funding requires scoring of 50 or more points for pricing**

**Cost Proposal:** Price and total long-term cost to IDEA to acquire goods and/or services. **The following formula will be used to determine cost points for scoring when applicable:**

*Formula:*

$$(\text{Lowest Proposed Price} / \text{Proposed Price}) \times \text{Assigned Points}$$

*Example Price Proposals and scoring results based on a 50-point scale:*

**Proposer Proposed Price Score**

Proposer A \$ 10,000.00 ->  $(\$10,000.00 / \$10,000.00) \times 50 = 50$  pts

Proposer B \$ 10,500.00 ->  $(\$10,000.00 / \$10,500.00) \times 50 = 47.6$  pts

Proposer C \$ 25,000.00 ->  $(\$10,000.00 / \$25,000.00) \times 50 = 20$  pts

## **PART V – GENERAL TERMS AND CONDITIONS**

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**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 Ohio Revised 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 Chapter 102 and Section 2921.42 of the Ohio Revised Code, Vendor/Contractor must file, on an annual basis, a Conflict of Interest Questionnaire with IDEA. Vendor/Contractor shall also comply with all prohibitions on gifts or benefits, and disclosure of same, under all applicable laws including federal and state 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 Ohio, and to the extent applicable, in good standing under the laws of Ohio and of the state of its formation. Vendor/Contractor represents and warrants that it is duly qualified and registered to do business in Ohio with the Ohio Secretary of State and understands that remaining in good standing with Ohio 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 immediate family member or business associate of an IDEA employee, officer or director under Ohio law), unless there is an express written statutory exception for same. 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, MEMBERS, OFFICERS, AGENTS, CONSULTANTS, 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.

**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 Ohio (without regard to the conflicts or choice of law principles). The Parties irrevocably consent to the jurisdiction of the State of Ohio and agree that any court of competent jurisdiction sitting in Hamilton County, Ohio, 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 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 OHIO.

**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 Ohio sitting in Harrison County, Ohio.

**Non-Appropriation/Funding Out:** This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Ohio General Assembly and/or the continued operation of IDEA as a public community school pursuant to Ohio Revised Code Chapter 3314 and pursuant to the School's charter contract. This Agreement is further conditioned on continued allocation of funds by the School's Board of Directors (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the charter is suspended or terminated by the sponsor, then the School will issue written notice to Contractor and the School 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 Greater Cincinnati, Inc., 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 appropriate state 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.

**Ohio Public Records and Open Meetings Laws:** Vendor/Contractor acknowledges that IDEA is a public school subject to requests for information under the Ohio Public Records and Open Meetings law (“Sunshine Law”). Under the Sunshine Law, 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.

**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**

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**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**

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

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

Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.

Attachment B – Vendor/Contractor Information

Attachment C – Vendor/Contractor Certification

Attachment D – Proof of Insurance or Bonding

Attachment E – Certification Regarding Drug-Free Workplace

Attachment F – Non-Collusion Statement

Attachment G – IDEA Conflict of Interest Form

Attachment H – Equal Opportunity and Nondiscrimination

Attachment I – Certification Regarding Lobbying

Attachment J – Debarment or Suspension Certificate

Attachment K – Contract Provisions for Contracts Involving Federal Funds

Attachment L – Criminal History Review of Vendor/Contractor Employees and Certification

Attachment M – Reference Sheet

Attachment N – Recent and Ongoing Projects

Attachment O – Litigation, Terminations, Claims

Attachment P – Proposed Pricing

Attachment Q – W-9 Form

Attachment R – Deviations and Exceptions

Attachment S – Independent Contractor Agreement

Attachment A – Title Page



**A Proposal Submitted in Response  
to**

**IDEA's Request for Proposals  
#39-OHTRANSP-0524 for Outsourced Pupil Transportation in Ohio**

Submitted By:

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(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.*

<b>Vendor General Insurance Requirements</b>	Commercial General Liability	Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000 Personal and Advertising Injury: \$500,000	Additional Insured Endorsement
	Automobile Liability Including: <input type="checkbox"/> Owned Vehicles <input type="checkbox"/> Non-Owned Vehicles <input type="checkbox"/> Hired Vehicles <i>(Required for vehicles driven on school property)</i>	Combined Single Limit: \$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: State- Statutory Each Occurrence \$500,000	Waiver of Subrogation Endorsement
Professional Services (accountants, architects, attorneys, education consultants, etc.)	Professional Liability	General Aggregate: \$2,000,000 Each Occurrence: \$1,000,000 Abuse of Molestation (If applicable) \$1,000,000	Additional Insured Endorsement

## 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 statute 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 statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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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.

## 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, IPS Enterprises, Inc., or IDEA Public Schools, or an employee of IDEA.
- No manager or paid consultant of Vendor/Contractor is an immediate family member of a public official of IDEA , IPS Enterprises, Inc., or IDEA Public Schools, or an employee of IDEA.
- No public official of IDEA or employee of IDEA is a manager or paid consultant of Vendor/Contractor, or has a prohibited financial or fiduciary interest in the 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.
- 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

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Signature of Authorized Representative

---

Date

---

Printed Name and Title of Authorized Representative

## Attachment H – 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.
  - Ohio Revised Code Chapter 4112, which prohibits discrimination in employment based on race, color, religion, sex, national origin, familial status, ancestry, disability, or military status.
- .
- 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.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

RFP# 39-OHTRANSP-0524  
IDEA Greater Cincinnati, Inc.  
*Template modified 1/29/2024*

## Attachment I – 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.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

---

Printed Name and Title of Authorized Representative

## Attachment J – 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 statutes 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.

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Attachment K – 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.**

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Legal Vendor/Contractor Name

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Signature of Authorized Representative

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Date

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Printed Name and Title of Authorized Representative

## Attachment L – Criminal History Review of Vendor/Contractor Employees

Ohio Revised Code Section 3314.41 requires entities that contract with community schools to provide essential school services to obtain criminal records history and fingerprinting records for all employees who, during any period of time of employment, the person will have routine interaction with a child or regular responsibility for the care, custody, or control of a child. The Vendor shall report any employee whose criminal records check identifies a disqualifying offense per R.C. 3319.39.

**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 providing essential school services 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 begin to provide essential school services. 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 providing essential school services. If this box is checked, I further certify that:

1. If Vendor/Contractor receives information that the employee subsequently has a reported criminal history, Vendor/Contractor will immediately remove the 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 employees providing essential school services.
3. If the School objects to the assignment of an employee on the basis of the employee's criminal history record information, Vendor/Contractor agrees to immediately discontinue using that employee to provide services to the School.
4. All employees providing essential school services 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

# Attachment M – Reference Sheet

Please list a minimum of five (5) verifiable references of clients/organizations (governments, charter schools or school districts) that have used your services. IDEA would prefer some of the references to be new customers in the last year, and Ohio clients/organizations are preferred:

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

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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 N – Recent and Ongoing Projects

Respondent shall list any projects completed in the past three (3) 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





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 P – Proposed Pricing

Respondent shall provide pricing / price schedule referencing: “ATTACHMENT “P” in its submitted Proposal. **Attachment P – Proposed Pricing is available for download on IDEA Greater Cincinnati Inc.’s website: <https://ideapublicschools.org/regions/greater-cincinnati/>.**

Attachment P: Proposed Pricing					
39-OHTRANSP-0524					
	Regular Service Daily Rate/Bus (USD)	SPED Service Daily Rate/Bus (USD)	SPED Monitor Daily Rate (USD)	Field Trips Daily Rate (USD)	Total
<b>1 Year Term</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>2 Year Term</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>3 Year Term</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Total</b>					\$ -

*Rates provided for all transportation trips shall begin and end at the transportation location, and shall include total driver's time, including time for bus pre-trip checkout, clean-up, and layover time.*

## Attachment Q – 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>





## Attachment S – Independent Contractor Agreement



***Below is a SAMPLE of IDEA Greater Cincinnati Inc.'s Independent Contractor Agreement (ICA). This is to be utilized as a reference of IDEA's contract terms and conditions only.***

### IDEA GREATER CINCINNATI, INC. INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Contract Services Agreement (the “**Agreement**”) is made by and between **IDEA Greater Cincinnati, Inc.** (“**IDEA GC**”), a non-profit corporation and open-enrollment charter school organized and existing under the laws of the State of Ohio, and **VENDOR NAME** (“**Contractor**”). Collectively, IDEA GC and Contractor are referred to as the “**Parties**.”

#### I. PURPOSE OF AGREEMENT

**WHEREAS**, IDEA GC is a public charter school serving students throughout the State of Ohio; and

**WHEREAS**, as a public school, IDEA GC serves individuals with special needs under the Individuals with Disabilities Education Act (“**IDEA**”), Section 504 of the Rehabilitation Act of 1973 (“**Section 504**”), and other applicable federal and state law; and

**WHEREAS**, Contractor has specialized skills pertaining to services provided to special populations in public schools;

**WHEREAS**, IDEA desires to engage and contract with Contractor to provide the services described in this Agreement, and Contractor desires to enter into this Agreement as an independent contractor and consultant to render the services described in this Agreement, and is willing to do so on the terms and conditions set forth below;

**NOW, THEREFORE**, subject to and conditioned upon approval of the Board of Directors in compliance with state law, IDEA GC engages the services of Contractor and in consideration of the mutual promises and covenants in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### II. GENERAL TERMS AND CONDITIONS

- 1. Term:** This Agreement shall begin effective from the date of the last signature (“**Effective Date**”) and conclude on **END DATE** (the “**Term**”), unless terminated earlier as allowed by this Agreement. The Agreement may be renewed for up to **<<number>>** one-year terms if the Parties agree in

writing at least 60 days prior to the end of the then-current Term. Should the Board not approve this Agreement, IDEA GC may terminate the agreement and pay Contractor for services actually performed, and with no further obligation of IDEA GC. In such event, Contractor will provide all records of work conducted.

2. **Services:** Contractor shall perform the services described and set forth in the Scope of Work attached as Exhibit 1 to this Agreement and incorporated herein by reference (the “**Services**”). The Parties may, by mutual agreement, amend the Services to be provided pursuant to this Agreement, and any amended in writing and executed Scope of Work shall become a part of this Agreement. The Services shall be performed in compliance with applicable federal, state, and local law. In rendering the Services, Contractor shall comply with all rules and regulations of IDEA GC. IDEA GC retains the right to stop or request alteration of the Services performed by Contractor in order to assure conformity with this Agreement or compliance with federal, state, or local laws and regulations or requirements of IDEA GC’s sponsor, the Thomas B. Fordham Foundation (“**Sponsor**”).

Contractor and Contractor’s personnel, if any, shall perform the Services consistent with the highest degree of care, and shall comply with all professional and ethical requirements imposed by the Sponsor, the Ohio Department of Education, or any other applicable licensing or practice standards promulgated by any other applicable regulatory agency.

3. **Schedule of Services:** Contractor and Contractor’s personnel shall devote as much time, energy, and attention as necessary to complete the Services, and shall be available to provide the Services to IDEA GC as required to meet the needs of IDEA GC. Notwithstanding the foregoing, Contractor shall not be required to follow or establish a regular or daily work schedule, except as mutually agreed upon and set forth by the Parties. However, Contractor shall generally provide Services to IDEA GC during school days and hours as established by IDEA GC, which may be reasonably changed from time to time in IDEA GC’s sole discretion, unless otherwise agreed to by IDEA GC and Contractor.

Contractor shall liaise with IDEA GC and any administrators designated by IDEA GC, but shall exercise independent discretion and judgment in the performance of the Services, including but not limited to the type, nature, and result of any Services undertaken by Contractor. Subject to the foregoing, IDEA GC retains the right to ensure that all Services are provided pursuant to the requirements of applicable law.

4. **Furnishing of Equipment:** Unless otherwise agreed upon by IDEA GC, Contractor shall supply all necessary and desirable equipment, materials, and supplies suitable and required to perform the Services pursuant to this Agreement. IDEA GC agrees to provide workspace for Contractor to undertake the Services stated herein, and will provide Contractor with access to a school computer and software, if necessary.



5. **Fees:** IDEA GC shall pay Contractor for Services rendered under this Agreement as described and set forth in the Payment Schedule attached as Exhibit 2 to this Agreement and incorporated herein by reference. Contractor shall maintain accurate written records for all Services provided. Contractor shall bill IDEA GC for the Services provided on a monthly basis by submission of invoices detailing the provision of Services for the previous month. Such invoiced amounts shall be due and payable to Contractor within thirty days of IDEA GC's receipt of each invoice unless IDEA GC notifies Contractor of any dispute to the invoice amount. A one-percent (1%) late charge may be added to any past due invoices. IDEA GC shall not be obligated to pay for any Services not supported by an invoice, or for Services rendered but submitted in an invoice subsequent to the month in which such Services should have been submitted in a prior invoice.
6. **Termination:**
- a) **Termination for Convenience:** This Agreement may be terminated at any time for any reason by either party by giving thirty (30) days' written notice to the other party.
- b) **Termination for Breach:** Either party may terminate this Agreement immediately upon written notice of breach of any party by the other party. For purposes of this agreement, IDEA GC will be in breach if any of the following occur: (i) IDEA GC fails to make any payment when due unless such payment is in dispute; (ii) IDEA GC fails to perform promptly at the time and in the specified manner provided by this Agreement; or (iii) IDEA GC makes any representation or statement to Contractor that is false or misleading in any material aspect. Contractor will be in breach if any of the following occur: (i) Contractor and/or its employees or agents fail to perform promptly at the time and in the manner specified in this Agreement; (ii) Contractor and/or its employees or agents make any representation or statement to IDEA GC that is false or misleading in any material aspect; (iii) Contractor and/or its employees have a disqualifying criminal history; or (iv) Contractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction involving state or federal funding by any state or federal department or agency.
- c) **Non-Appropriation / Funding Out:** This Agreement is conditioned upon continued funding and appropriation and allotment of funds by the Ohio General Assembly and/or the continued operation of IDEA GC as a public community school pursuant to Ohio Revised Code Chapter 3314 and pursuant to the School's open-enrollment charter. This Agreement is further conditioned on continued allocation of funds by the School's Board of Directors (the "**Board**"). If the Legislature fails to appropriate or allot the necessary funds, or the charter is suspended or terminated by the sponsor, then the School will issue written notice to Contractor and the School may terminate this Agreement without further duty or obligation hereunder.
- d) **Effect of Termination:** In the event of termination by IDEA GC or Contractor prior to the expiration of this Agreement, Contractor shall only be entitled to receive just and equitable compensation for any Services rendered up to and through the termination

date. Upon termination of this Agreement, or whenever requested by the Parties, each party shall immediately deliver to the other party all property in its possession or under its care and control belonging to the other party.

7. **Record Keeping**: It is the responsibility of Contractor to maintain such records as are required by law, or IDEA GC. The books and records related to the Services shall be maintained by Contractor, and IDEA GC or its agents shall have the right to inspect and review such records at reasonable times upon request by IDEA GC.
8. **Independent Contractor**: This Agreement does not constitute a hiring by either party, nor does it constitute or create an employer-employee relationship. It is the Parties' express intention that Contractor and Contractor's personnel, if any, shall be an independent contractor and not be an employee of IDEA GC for any purpose, including but not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Ohio Workers' Compensation Act, and other benefit payments and third party liability claims.

Contractor shall retain sole discretion in the manner and means of carrying out the Services and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and IDEA GC shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing by IDEA GC's Superintendent. Contractor shall not act as an agent of IDEA GC, ostensibly or otherwise, nor bind IDEA GC in any manner, unless specifically authorized to do so in writing by IDEA GC's Superintendent.

9. **Compliance with Applicable Law**: Contractor shall fully comply with all provisions of applicable federal and state law, including but not limited to the IDEA and Section 504, the Ohio Education Code and the Ohio Administrative Code. Contractor must also fully comply with any and all federal, state, and local laws or regulations regarding any necessary business permit(s) and/or license(s) that are required to perform the Services described in this Agreement in Ohio public schools. Contractor shall provide IDEA GC with copies of such permit(s) and/or license(s) within ten (10) business days of the Parties' execution of this Agreement, and Contractor shall immediately notify IDEA GC of any changes to same.
10. **Background Checks**: Contractor must (see Exhibit 3 as incorporated herein by reference) comply with the requirements of Ohio Revised Code to criminal records checks on Contractor's representatives who will have continuing duties under this Agreement and will have routine interaction with a child or regular responsibility for the care, custody, or control of a child. No employee, agent, representative, volunteer, applicant for employment, or other person associated with Contractor who has been convicted of a felony or misdemeanor prohibited by R.C. 3314.41 shall be permitted to perform services for IDEA GC. Contractor shall certify that it will ensure that this requirement is met. Fingerprinting records and records of compliance with Ohio Revised Code Chapter 3314 will be available to IDEA GC for inspection and review during normal business hours of Contractor and upon request of IDEA GC or governmental authorities.

11. **Insurance Requirements:** Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor shall, at all times during the Term hereof and at Contractor's sole expense, keep in full force and effect the following minimum limits of insurance:

i. **General Liability:** 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 Contractor or anyone directly or indirectly employed by Contractor. Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.

ii. **Professional Liability:** If Contractor performs licensed professional services, Contractor shall maintain professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.

iii. **Automobile Insurance:** Contractor shall maintain comprehensive automobile liability insurance to protect against claims for bodily injury and/or property damage arising out of Contractor's use of any owned, hired, and or non/owned vehicle, with minimum limits of liability of \$1,000,000.00 combined single limit, per accident. Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.

iv. **Technology Professional Liability Errors and Omissions:** If applicable, Contractor shall maintain coverage appropriate to Contractor's work under this Agreement, with limits not less than \$2,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1. The policy shall include, or be endorsed to include **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the School in the care, custody, or control of Contractor.

2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the School that will be in the care, custody, or control of Contractor.

Such policy shall name the School as an Additional Insured and include a Waiver of Subrogation Clause.

**v. Workers' Compensation:** Contractor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Ohio Workers' Compensation Act.

**vi. Sexual Abuse, Molestation or Misconduct:** If applicable, Contractor shall maintain Sexual Abuse, Molestation or Misconduct coverage with limits of at least \$1,000,000.

Proof of insurance shall be provided to Risk Management Department prior to execution of this Agreement.

Acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the rights or remedies under this Agreement.

- 12. Student Information:** The Parties acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational and health records maintained by IDEA GC, including, without limitation, the Family Educational Rights and Privacy Act ("**FERPA**"), 20 USC § 1232g, and the Health Insurance Portability Accountability Act of 1996 ("**HIPAA**") Pub. L. No. 104-191, 110 Stat. 1936. IDEA GC has determined that Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of IDEA GC's students who receive Services, and that Contractor is the agent of IDEA GC solely for the purpose of providing Services under this Agreement. Contractor and Contractor's personnel, if any, shall maintain the confidentiality of student and medical records and comply with the requirements of FERPA, HIPAA, and all other applicable law with respect to the privacy of student records.

This provision shall survive the termination of this Agreement. Upon termination of this Agreement, Contractor will return to IDEA GC all student records, documentation, and other items that were used, created, or controlled by Contractor during the Term hereof.

- 13. Confidential and/or Proprietary Information:** 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 GC or its management company, IPS Enterprises, Inc., and IDEA Public Schools ("**Proprietary Parties**"). For purposes of this Agreement, "**Confidential Information**" shall include but not be limited to:

- a) Information relating to Proprietary Parties' financial, regulatory, personnel, or operational matters.

- b) Information relating to Proprietary Parties' 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 Proprietary Parties' business, regardless of whether such information is in written, oral, electronic, digital, or other form, and regardless of whether the information originates from Proprietary Parties 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.

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 the Proprietary Parties to any person or entity for any purpose whatsoever without the prior written consent of the Proprietary Parties, unless and except as otherwise required by applicable federal or state law, including but not limited to the Ohio Public Records Act.

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

- 14. **Works for Hire:** Contractor agrees that the Services and related activities, tasks, results, inventions and intellectual property developed or performed pursuant to this Agreement are "works for hire" and as such the results of said work is by virtue of this Agreement assigned to IDEA GC, and shall be the sole property of IDEA GC for all purposes, including but not limited to copyright, trademark, service mark, patent and trade secret laws.
- 15. **Ohio Public Records Act:** Contractor acknowledges that the School is a public school subject to requests for information under the Ohio Public Records Act. Under the Act, 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.

16. **Breach of Agreement Terms:** Any default, violation, or breach of terms of this Agreement on the part of Contractor or any of its officers, directors, owners, members, employees, or agents may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties hereto. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

If it is later determined by IDEA GC that Contractor had an excusable reason for not performing, such as acts of God, fires, floods, or unusually severe weather, events which are not the fault of or are beyond the control of Contractor, IDEA GC may allow Contractor to continue work or treat the failure to perform as a termination for convenience.

17. **Force Majeure:** Neither party hereto will be deemed in default of this Agreement be liable or responsible to the other party for any loss or damage (including payment of fees), or for any delays or failure to perform, resulting from any condition beyond either party's reasonable control, including but not limited to acts of God; flood; fire; earthquake; explosion; order, requisition, or necessity of the government; war, invasion, or hostilities (whether war is declared or not); terroristic threats or acts, riot, or other civil unrest; regional or national emergency; revolution; insurrection; epidemic or pandemic; lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; failure of Internet service; any third-party service; any telecommunication breakdown or sustained (lasting more than 15 business days) power outage; and or any other circumstances of like character. Should performance of any obligation created under this Agreement become illegal, impossible, impracticable, not reasonably possible, or if a party is otherwise prevented or hindered from complying due to a force majeure incident as described in this section or any other cause not enumerated herein but which is beyond the reasonable control of the party whose performance is affected, then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected party provides reasonable notice as soon as practicable following an event of force majeure and exercised all reasonable diligence to remove the cause of force majeure.

18. **Scope of Agreement:** This Agreement constitutes the final, complete and entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether written or oral. There are no representations or other agreements included. Any alteration or modification of this Agreement shall be effective only if it is in writing, signed, and dated by the Parties.

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

**20. 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.

**21. Indemnification:** Contractor will indemnify, protect, defend, and hold harmless IDEA GC and its officers, employees, agents, subcontractors, and consultants in their official and individual capacities (collectively, the “**IDEA GC Indemnitees**”) 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 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 Contractor, anyone directly employed by Contractor, or anyone for whose acts 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 GC Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense. This provision shall survive termination of this Agreement and shall be binding on the Parties and their successors, representatives, and assigns and cannot be waived or varied.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO IDEA GC, INCLUDING BUT NOT LIMITED TO ANY SOVEREIGN, STATUTORY, OR GOVERNMENTAL IMMUNITY AVAILABLE TO IDEA GC UNDER APPLICABLE LAW.

**22. Enforcement:** It is acknowledged and agreed that Contractor’s services to IDEA GC are unique, which gives Contractor a peculiar value to IDEA GC and for the loss of which IDEA GC cannot be reasonably or adequately compensated in damages. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions hereof will cause IDEA GC irreparable injury and damage. Contractor therefore expressly agrees that IDEA GC 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 GC is not in breach of this Agreement.

**23. Limitations:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA GC (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA GC’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 GC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF OHIO.

- 24. Notice Concerning Withholding of Taxes:** Contractor recognizes and understands that it will receive an IRS 1099 statement and related tax statements, and will be required to file individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Contractor hereby promises and agrees to indemnify IDEA GC for any damages or expenses, including attorney's fees, and legal expenses, if any, incurred by IDEA GC as a result of Contractor's failure to make such required payments.
- 25. Service of Notices:** The notices required by this Agreement shall be effective when mailed, postage prepaid, certified with return receipt requested to the addresses shown below:

<b>If to the School:</b>	<b>If to Contractor:</b>
IDEA Greater Cincinnati, Inc. Attn: Jennifer Ornelas, Contract Manager 2115 W. Pike Blvd. Weslaco, TX 78596 T: (956) 373-3819 Email: <a href="mailto:contracts@ideapublicschools.org">contracts@ideapublicschools.org</a>	<<Contractor Name>> Attn: <<Name or Title>> <<Street Address>> <<City, State, Zip>> T: <<Telephone>> F: <<Fax>> Email: <<email address>>

- 26. Assignment:** This Agreement may not be assigned by either party without the prior written consent of both Parties.
- 27. Waiver:** The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.
- 28. Amendments:** 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 GC and Contractor.
- 29. Equal Opportunity:** 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.
- 30. Debarment and Suspension:** Neither 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 contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

- 31. **Rights to Inventions Made Under a Contract or Agreement:** Contractor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of this Agreement belongs to IDEA GC as work-for-hire and all rights are reserved by IDEA GC and/or the federal government in accordance with applicable federal law.
- 32. **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.

THE PARTIES, having full authority and having taken all legal prerequisites to execution of this Agreement, by and through their respective authorized representatives, hereby execute this Agreement on the date(s) referenced below:

**IDEA GREATER CINCINNATI, INC.**

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)  
Jeffrey Cottrill, Ed. D; CEO and Superintendent  
\_\_\_\_\_  
(Printed Name and Title)

**IF CONTRACTOR IS AN ENTITY:**

<<CONTRACTOR NAME>>

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)  
\_\_\_\_\_  
(Printed Name and Title)

**IF CONTRACTOR IS AN INDIVIDUAL:**

\_\_\_\_\_  
(Signature) \_\_\_\_\_ (Date)  
\_\_\_\_\_  
(Printed Name)

**Debarment or Suspension Certificate**

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

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

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

\_\_\_\_\_  
Date

## Contract Provisions – Contracts Involving Federal Funds

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

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by the school including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the school and the charter districts must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The school and the charter districts must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The school and the charter districts must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the school and the charter districts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. *Rights to Inventions Made Under a Contract or Agreement*. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. *Clean Air Act and the Federal Water Pollution Control Act*. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. *Energy Efficiency Standards and Policies*. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. *Debarment and Suspension*. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
10. *Byrd Anti-Lobbying*. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

*Procurement of Recovered Materials.* The school, the charter districts and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SAMPLE

### **Exhibit 1 – Scope of Work**

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

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

SAMPLE

## Exhibit 2 – Payment Schedule

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

SAMPLE

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

Ohio Revised Code Section 3314.41 requires entities that contract with charter schools to provide essential school services to obtain a criminal history and/or fingerprinting record information regarding “covered employees.”

**Definitions:**

*“Covered Employees”*: Any employee of a contractor or subcontractor who will perform essential school services as defined under R.C. 3314.41.

*“Disqualifying Criminal History”*: Any conviction or guilty plea of any offense prohibited by R.C. 3319.39.

Any contractor seeking to enter into a service agreement with IDEA GC must comply with the requirements of R.C. 3314.41, and shall conduct an appropriate criminal records check prior to beginning services. Contractors who fail to follow this process will not be allowed to provide services to IDEA GC.



**CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES**

**Please complete the information below:**

I, the undersigned agent for **VENDOR NAME** (“Contractor”), certify that [check one]:

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

*Or*

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

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

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

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

\_\_\_\_\_  
Date

**Exhibit 4 – Debarment or Suspension Certificate**

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

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

\_\_\_\_\_  
NAME

\_\_\_\_\_  
Date

TITLE

SAMPLE

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

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

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

5. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the school and the charter districts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
9. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.
11. Procurement of Recovered Materials. The school, the charter districts and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
12. Buy American: To the greatest extent practicable, preference shall be given for the purchase, acquisition, or use of goods, products, or materials produced in the United States as provided by 2 C.F.R. 200.322.

**END OF IDEA'S SAMPLE ICA**

## Part VIII: APPENDICES

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

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## Appendix A: IDEA Greater Cincinnati 2024-2025 School Calendar & Start/End Times

School Start Time: 7:45 AM

School End Time: 3:25 PM

[SY 24-25 OH School Calendar](#)

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## Appendix B: IDEA Greater Cincinnati Routes

The linked documents are to be used as reference only. Routes for each new school year will be provided on or about July of each school year.

[SY 23-24 Price Hill Bus Routes](#)

[SY 23-24 Valley View Bus Routes](#)



## Part VIII: ADDENDA OR ERRATA

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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.

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# **END OF IDEA GREATER CINCINNATI, INC. RFP**