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Request for Proposal #35-BBS-0425

Austin Transportation Outsourcing

Procurement Department 2115 West Pike Blvd Weslaco, TX 78596

solicitations@ideapublicschools.org



RFP # 35-BBS-0425 Austin Transportation Outsourcing

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Procurement Specialist: Felicia Black Email: felicia.black@ideapublicschools.org

Purpose of Request for Proposal (RFP): This Request for Proposal (RFP) is issued to solicit qualified and experienced Vendors/Contractors to provide school bus and pupil transportation services. The services will cover three campuses, with a requirement of four buses per campus, totaling twelve 65-passenger buses per school calendar year. The vendor will also be responsible for providing qualified drivers to meet the transportation needs.

Timeline:

First Advertisement Date/Issue Date:	Monday, March 3, 2025
Second Advertisement Date:	Monday, March 10, 2025
Pre-Proposal Meeting:	Monday, March 10, 2025, at 10:00 AM CST
Respondent Question Cut-Off Date:	Tuesday, March 11, 2025, at 3:00 PM CST
Questions Response from IDEA:	Friday, March 14, 2025
Solicitation Closing Date & Time:	Monday, April 7, 2025, at 2:00 PM CST
Anticipated Evaluation Period:	April 8, 2025 – April 15, 2025
Board Meeting & Approval:	April 25, 2025
Initial Proposed Contract Term:	July 1, 2025 - June 30, 2026
Renewal 1:	July 1, 2026 - June 30, 2027
Renewal 2:	July 1, 2027 - June 30, 2028

Pre-Proposal Conference

A pre-proposal meeting will be held at 10:00 AM CST via TEAMS video conference on Monday, March 10, 2025. Please submit (in writing) any questions regarding this RFP to solicitations@ideapublicschools.org. Only written questions will be considered. It is highly encouraged that all potential proposers participate and attend the pre-proposal.

Join TEAMS Meeting: Microsoft Teams Meeting

Meeting ID: 281 356 003 576

Passcode: Lg9wm3fZ

Proposal Submission: Proposals may be submitted using the <u>Public Purchase</u>, <u>Tyler Munis Vendor Self-Service</u> website, or by sending one (1) clearly identified hard copy ORIGINAL of the Proposal to:

IDEA Public Schools
RFP #35-BBS-0425 Austin Transportation Outsourcing
Attn. Procurement Department
2115 West Pike Blvd
Weslaco, TX 78596

Note: Faxed or emailed Proposals will not be accepted.

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

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

PART I – CURRENT CONDITIONS/BACKGROUND

Project Background: IDEA Public Schools is dedicated to providing safe, reliable, and cost-effective transportation for its students in the Austin Region. As student ridership continues to grow and transportation logistics become increasingly complex, IDEA Public Schools recognizes the need for an external partner with specialized expertise in managing and optimizing pupil transportation. To effectively address these challenges, IDEA Public Schools is seeking to outsource its pupil transportation services to a qualified third-party provider with demonstrated experience in the following areas: efficient route planning, safety compliance, fleet management, and scalable transportation solutions tailored to the needs of growing school communities.

IDEA Vision: Through this RFP, IDEA Public Schools aims to establish a streamlined, efficient, and sustainable transportation model that aligns with its mission of educational excellence.

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

IDEA's mission is College for All. IDEA serves primarily low-income students in underserved areas of both rural and urban communities. Over 80% of IDEA students are considered low-income and one of every three students is the first in their family to go to college. Since the first graduating class in 2007, 100% of seniors have been accepted and matriculated to a college or university every year for fourteen consecutive years. Thanks to a rigorous path to college that begins in 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's Texas-based charter school and campuses.

PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Proposal Specifications: The following outlines the service and performance requirements that the successful Respondent(s) will be required to meet. IDEA will utilize objective criteria, as specified in this solicitation, to review proposals and may make multiple awards if deemed in the best interest of IDEA, at its sole discretion.

- a. IDEA Public Schools seeks proposals for the award of a contract to one or more school bus transportation contractors to provide pupil transportation services, including buses with a seating capacity of 65 or more passengers and qualified drivers.
- b. The scope of services includes providing student transportation to three (3) campuses (labeled with **), with a requirement of four (4) buses per campus.

Campus	Campus Address Time		Buses Req's
		Morning Pick-Up/Afternoon	
IDEA Bluff Springs**	1700 E. Slaughter Ln., Austin, TX 78744	Drop-Off	4
		Morning Pick-Up/Afternoon	
IDEA Pflugerville**	1901 Wells Branch Pkwy., Pflugerville, TX 78660	Drop-Off	4
DEA Austin Health Morning Pick-Up/Afternoon			
Professions**	5816 Wilcab Rd., Austin, TX 78721	Drop-Off	4

The following IDEA campuses may be added at a later date:

Campus	Address	Time	Buses Req's
		Morning Pick-Up/Afternoon	
IDEA Montopolis	1701 Vargas Rd., Austin, TX 78741	Drop-Off	9
	9504 N. Interstate 35 Frontage Rd., Austin, TX	Morning Pick-Up/Afternoon	
IDEA Rundberg	78753	Drop-Off	8
		Morning Pick-Up/Afternoon	
IDEA Kyle	640 Pholomena Dr., Kyle, TX 78640	Drop-Off	8
		Morning Pick-Up/Afternoon	
IDEA Parmer Park	1438 E. Yager Ln., Austin, TX 78753	Drop-Off	7
		Morning Pick-Up/Afternoon	
IDEA Round Rock Tech	3301 Greenlawn Blvd., Round Rock, TX 78664	Drop-Off	7

- a. IDEA Public Schools may add any of the following services to the scope based on pricing proposals given in response to the RFP:
 - (i) transportation services are needed for students with special needs
 - (ii) additional routes
 - (iii) after school activities
- b. IDEA Public Schools shall only pay the Contractor for services rendered on a per route basis and stipulates that no payment is required if services are not rendered. Accordingly, IDEA Public Schools shall not be obligated to reimburse Contractor for its operating costs or capital expenses incurred in equipping its vehicle fleet.
- c. On-Time Performance: It is the responsibility of the Contractor to arrive on time to drop off students.
 - If the Contractor arrives 5 minutes after class has started, IDEA Public Schools will only pay 75% of the total cost for that student(s) rate.
 - If the Contractor arrives 10 minutes after class has started, IDEA Public Schools will only pay 50% of the total cost for the student(s) rate.

- If the transportation contractor arrives 15 minutes after class has started, IDEA Public Schools will only pay 25% of the total cost for that student(s) rate.
- If the transportation contractor arrives more than 15 minutes after class has started, IDEA Public Schools will not pay for any portion of the student(s) rate, Ex: A driver was late to begin the route.
- In the case that the Contractor is not liable for the late arrival, IDEA Public Schools will pay 100% of the total cost of the student(s) rate, Ex.: A student was uncooperative during onboarding that can be documented.
- d. If IDEA Public Schools finds it necessary to suspend or terminate a route, IDEA Public Schools shall notify Contractor and thereby be no further financial obligation to issue payment(s) for the suspended or terminated routes.
- e. Although IDEA Public Schools has and will continue to make its best effort to anticipate and project students' 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 be utilized.
- f. Any field trip request for extracurricular activities made by a specific campus should be billed separately.

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 a Contract Agreement. A Vendor/Contractor will be compensated, with the submission of proper supporting documentation, by IDEA for goods and/or services satisfactorily provided and/or performed in accordance with the Agreement requirements and this RFP.

Technical Specifications and Deliverables:

OBTAINING INFORMATION-Outside Sources

IDEA Public Schools reserves the right to obtain relevant information about the Contractor from any available sources and consider it when evaluating the Contractor's proposal for this RFP.

INSPECTIONS

IDEA Public Schools reserves the right to conduct on-site inspections of the Contractor's facilities as necessary to assess their proposal. Any findings from these inspections may be taken into account when making a decision regarding potential business engagement.

FUEL

The Contractor **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 2025-2026 school year) = 173 days

- 2025-2026 School Calendar, including School Start and End Times, are included in *Appendix A: School Calendar*.
- Intercampus morning/afternoon routes included in *Appendix B: IDEA Public Schools Inter-Campus Pick-Up/Drop-Off Times*.

MINIMUM REQUIREMENTS FOR BUSES

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

a) **FLEET REQUIREMENTS**

i) All buses being considered for use under this RFP, must meet the specified requirements found in the 2018 Student Bus Specifications prepared by the Department of Public Safety (DPS) within one (1) year of an agreement being executed. These specifications may be found at the following link:

https://www.dps.texas.gov/sites/default/files/documents/schoolbus/txschoolbuss pecs/2 018txschoolbus specs.pdf

- ii) All buses proposed for use under this RFP must have a seating capacity of 65 or more passengers.
- iii) Bus fleets should be comprised of four (4) buses per IDEA Campus. Equaling twelve (12) buses in total.
- iv) The Contractor will be <u>required</u> to supply their own buses, which must meet the following criteria:
 - All buses <u>must be equipped with a two-way radio</u>. A radio base station will be manned during normal operating hours to be determined by IDEA Public Schools.
 - All buses <u>must be equipped with 4 to 6 digital recordable</u> cameras (details of camera manufacturers and products to be provided by Contractor). The fleet base station must be equipped with the necessary hardware to play back the recording from the buses.
 - All buses <u>must be equipped with air conditioners and heaters and</u> will be maintained in working condition for the life of the contract/bus.
 - Buses used to transport students with disabilities must be ADA compliant.
 - All buses must be equipped with a functional PA System.

b) **STUDENT/ROUTE REQUIREMENTS**

Fees on a per route basis will be no more than the stated charge for the smallest bus

needed to serve the greatest number of students on each route during the year. In general, and across all routes, IDEA Public Schools will not pay a larger bus fee when student count dictates a smaller bus may be used. Bus sizes will be specified at the beginning of each school year based on the number of students on a particular route and may be updated from time to time as needed. Final decision on bus size rests with IDEA Public Schools. This requirement shall apply to all route types listed below (all route types are to include transportation for Special Education students):

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

c) **DRIVERS**

- The Contractor shall employ and assign to the contract a sufficient number of licensed and certified school bus drivers and driver substitutes to meet all of the service needs of the contract. This includes, but is not limited to, ensuring that all school bus drivers are
 - (i) at least 18 years of age.
 - (ii) hold a Class B CDL with passenger (P) and school bus (S) endorsements, obtained through DPS.
 - (iii) pass an annual physical exam required by DPS and through an employer or DOT certified doctor.
 - (iv) maintain an acceptable driving record in accordance with the Texas school bus driving record evaluation.
 - (v) being free of any felony or misdemeanor convictions for a crime involving moral turpitude.
 - (vi) any other requirements set by state and/or federal law with respect to qualifications for driving a school bus.
- ii) The use of tobacco products, possession of alcohol, controlled substances, illegal drugs, firearms, and weapons of any kind by employees of the Contractor are always prohibited on school buses. Drivers must be trained to work with students with disabilities. Monitors must be allowed to be on buses as needed for students with disabilities.
- iii) No driver employed by Contractor will be permitted to provide services under this Agreement if there is reason to believe that such driver is engaged in any improper conduct with any student. The contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct and shall always act professionally and courteously during the provision of Services.
- iv) All drivers shall be well groomed and shall wear a Contractor provided identification badge and, if one is issued, uniform.

d) MECHANICS

- i) Mechanics must pass the same drug and background screening as required for school bus operators. Staff must be sufficient to administer the contract in a professional manner.
- ii) Mechanics must keep the fleet in good working conditions to meet the needs of IDEA Public Schools.
- iii) The Project Manager assigned to the contract must be available to meet with IDEA Public Schools staff as needed to discuss the transportation program.

e) **VEHICLES**

- i) All pupil transportation vehicles will be kept in a clean and sanitary condition and open for examination by IDEA Public Schools or designee. The Contractor will provide a complete fleet listing each year of the contract with the mileage and age of each vehicle. Vehicles provided by the Contractor 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 Contractor. Costs for such upgrades will be borne by the Contractor.
- ii) Every vehicle utilized by Contractor to provide transportation services under this Agreement shall always meet all applicable federal, state, or local laws, regulations, or ordinances related to the operation of school buses. Furthermore, all vehicles/equipment used by Contractor to provide transportation services shall pass annual state-required inspection, as well as pass any other required inspections and have all required safety equipment installed and functioning.
- iii) All vehicles/equipment utilized by Contractor shall be titled in the name of Contractor, meaning that title to all vehicles/equipment utilized by Contractor shall remain in the name of Contractor and as such IDEA Public Schools shall have no ownership rights in Contractor's vehicles.
- iv) All of Contractor's vehicles used to provide transportation services under this Agreement will be certified by the manufacturer for their particular intended use pursuant to federal and state law.
- v) Every bus utilized by Contractor to provide transportation services under this Agreement shall be completely examined by Contractor once every three (3) months during the term of this Agreement as to, among other things, front end, brakes, tires, safety equipment, and engine. A report of such inspection shall be maintained in the office of the Contractor.
- vi) All vehicles and equipment necessary to fulfill this Agreement shall be clean, in good working condition, and conform with proper standards of the industry. Additionally, all transportation services to be performed by Contractor under or according to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services

under the same or similar circumstances.

- vii) All transportation vehicles will be clearly marked and include an identification number distinguishing Contractor vehicles from the other vehicles in IDEA Public Schools' fleet.
- viii) Contractors are required to purchase TX-tags for tollways at their expense for all Activity or Field trip buses. The Contractor will be expected to use tollways when possible, to extra-curriculum and field trips to shorten travel.
- ix) The Contractor will be responsible for providing their own buses for the services outlined in this agreement. IDEA Public Schools' vehicles shall not be used for any purpose related to this contract, unless prior written consent is obtained from IDEA Public Schools.

f) **PERMITS AND LICENSES**

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

g) ROUTES

- i) Each year of the contract, the Contractor will be responsible for the development of the school bus routes. *These routes must be made available to IDEA Public Schools by July 21, 2025.*
- ii) Routes will indicate a route number, all stop locations, estimated number of passengers and the start time for the route. IDEA Public Schools will cooperate with the Contractor by approving the routes or suggesting needed changes in a reasonable and timely manner.
- iii) IDEA Public Schools's designee will decide conflicts regarding eligibility of riders and stop locations. The Contractor agrees to abide by all of IDEA Public Schools's decisions in this area.
- iv) Students with disabilities must be provided with a curb-to-curb bus service and all buses transporting students with disabilities must be equipped with lifts and radios.
- v) The response time for the initiation of the bus service for students with disabilities must be no longer than three (3) working days. Except as approved by IDEA Public Schools, the maximum time any pupil may be in transit one way shall not exceed one and one half (1 ½) hour.
- vi) At Contractor's expense, annually, a dry run day will be conducted by the Contractor prior to the opening of school in the Fall. All routes will be run as though it were the first day of school.

h) **STUDENT INFORMATION**

Contractor acknowledges and agrees that certain federal and state laws protect the privacy interests of students and parents, with regards 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 to obtain limited student information related to transportation services and provide 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.

i) AMENDMENT

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

j) SAFETY

- i) The Contractor 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 Contractor response. As part of the Contractor's total safety program, all employees maintaining a CDL license with a passenger endorsement must receive training for the management of student passengers. Drivers and monitors assigned to special needs routes shall receive additional training for the care and management of special needs passengers.
- ii) Annual discipline management training for all drivers must be included in Contractor's safety program.
- iii) No more than two (2) secondary students or three (3) elementary students may share a seat.

k) **ACCIDENTS**

For purposes of this 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 Contractor's transportation manager must verbally report all accidents to IDEA Public Schools' designee by the close of business on the day the accident occurs. Serious accidents, including those involving bodily injury or significant property damage, must be reported to IDEA Public Schools' designee by the Contractor's

transportation manager as soon as he/she becomes aware of the accident, but no later than one (1) hour after being informed of the accident. This notification must be available 24 hours per day, 365 days per year. All accidents must be documented in writing and submitted to IDEA Public Schools' designee within twenty-four (24) hours of their occurrence. The Contractor shall maintain a log of all accidents involving the school bus fleet. This log shall include the names of individuals involved, date, location, a description of the accident, the amount of damage, police report details, and an assessment of fault. IDEA Public Schools' designee reserves the right to review this log as needed.

DRUG TESTING PROGRAM

- i) The Contractor will implement an employee drug-screening program, which complies with all Federal and State laws for such tests. Drug screening will include both preemployment as well as random sample testing for all employees assigned to the pupil transportation contract. The Contractor shall pay all costs associated with this ongoing screening process.
- ii) A sample copy of the Contractor's drug screening program will be included with the proposal.

m) 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 Contractor with invoice requirements.

n) TRANSFER OF CONTRACT

The Agreement resulting from this RFP will not be transferred or assigned to another vendor or contractor without IDEA Public Schools' 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 any addenda will be honored throughout the period and option periods of the Agreement.

o) STUDENT/PASSENGER BEHAVIOR

- i) IDEA Public Schools will work jointly with the Contractor to develop and publish a code of conduct for students who ride school buses.
- ii) IDEA Public Schools's approved code of conduct will be enforced by Contractor'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 Contractor. An IDEA Public Schools Administrator will help provide a resolution if needed.

p) 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 the contractor fails to provide service for after-school runs or for activity and athletic trips as requested.

q) **DELAY OF SCHOOL**

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

r) VEHICLE MAINTENANCE

- i) The Contractor will implement a comprehensive maintenance program for the school bus fleet to provide safe and efficient service to the school community. The Contractor 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 the responsibility of the Contractor. The Contractor will pay all costs associated with this maintenance function. All A/C and heaters shall be maintained and in working condition for the life of the bus.
- ii) The Contractor will provide IDEA Public Schools with copies of all school bus inspections performed by the Texas Department of Public Safety and/or a certified vehicle inspector. A written explanation will be given to IDEA Public Schools by the Contractor for any vehicle that fails inspection. In addition, the Contractor 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 Contractor and forwarded to IDEA Public Schools' designee. Further, the Contractor will outline steps in maintenance or operations procedures, which will prevent or reduce the likelihood of such breakdowns in the future. Contractors 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 the same information with regards to back-up buses.
- iii) 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, the 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.

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.
- c) 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.
- d) 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.

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). The initial term is expected to begin on or about July 1, 2025, for a period of one year. IDEA may choose to renew this contract for up to an additional two (2) one-year periods. IDEA shall provide written notice to the selected Vendor(s) at least thirty (30) days in advance of expiration informing Vendor of IDEA's intent to renew, non-renew, amend the Agreement, or terminate. If the Vendor is unable to renew the contract, the Vendor shall provide IDEA Public Schools with written notice according to the instructions provided in the renewal notice.

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

Contractor 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:

- a) <u>General Liability</u>: 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 IDEA as an Additional Insured and include a Waiver of Subrogation Clause.
- b) <u>Professional Liability</u>: If Contractor performs licensed professional services, Contractor shall maintain professional liability insurance for licensed

professionals performing work pursuant to this ICA in an amount not less than \$1,000,000.00 per occurrence covering the licensed professionals' errors and omissions. Such policy shall name IDEA as an Additional Insured and include a Waiver of Subrogation Clause.

- c) <u>Automobile Insurance</u>: 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 IDEA as an Additional Insured and include a Waiver of Subrogation Clause.
- d) <u>Workers' Compensation</u>: Contractor shall obtain and maintain Workers' Compensation Insurance in an amount consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
- e) 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 ICA.

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

Vendor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor shall keep the required insurance coverage in effect at all times during the term of the Agreement, and any subsequent extensions.

PART III – PROPOSAL SUBMISSION & REQUIREMENTS

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 <u>must be submitted on time</u> and <u>must materially satisfy all mandatory requirements</u> 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.

Required Proposal Format: To be considered, the Proposal must be prepared according to the following instructions and should include the following information and content. <u>Failure to include these items may result in disqualification.</u>

1. Cover Page Complete and insert Attachment A

- 2. **Executive Summary** Provide an Executive Summary of two (2) pages or less, an overview of the Proposal and the vendor's experience as it relates to the specifications of the RFP.
- 3. Summary of Experience & Qualifications 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 a school setting.
- 4. Proposal Response to Scope of Work and Performance Requirements This section should detail the approach, capabilities, and services outlined in this RFP. Respondents should include the following information:
 - a. A description of the approach for project management and implementation.
 - b. A detailed description of the goods and/or services to be provided, as applicable.
 - c. Project organization and staffing specific to this project (including relevant qualifications).
 - d. Project work plan and schedule, including the duration of services (i.e., initiation date and frequency of services).
 - e. The central, regional and/or campus location(s) where goods and/or services will be provided (if not applicable to all locations in Texas).
- 5. Cost Summary 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 IDEA to incur any costs, Respondent shall state "No costs to IDEA". Utilize Attachment K for proposed pricing.

6. Required Forms- ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED

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

Attachment B – Vendor Acknowledgement

Attachment C – Insurance or Bonding Requirements

Attachment D – IDEA Conflict of Interest Form

Attachment E – Texas Ethics Commission Form CIQ

Attachment F – Felony Conviction Disclosure Statement

Attachment G – Certification Regarding Lobbying

Attachment H – Contract Provisions for Contracts Involving Federal Funds

Attachment I – Reference Sheet

Attachment J – Litigation, Terminations, Claims

Attachment K – Proposed Pricing

Attachment L – IRS Form W-9

Attachment M— Deviations and Exceptions

- 7. Appendix A: RFP Award Letter
- 8. Additional Required Forms: Respondent shall execute all required certifications and forms attached to this RFP and return the signed originals with the Proposal.

9. Additional Documentation:

Submittal 1: Implementation Plan

Respondents shall detail their implementation plan and specific timelines to be followed, including a transition plan if the selected Contractor is different from the current provider.

Please provide a plan and schedule for implementation, should your firm be selected as the successful contractor. It is expected that your organization's leaders be present during any initial implementation phase within IDEA Public Schools.

Your schedule and plan should address:

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

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

Respondents shall provide a narrative describing any of its past relevant experience in working with charters/public school models similar to IDEA Public Schools (in response to **Evaluation Criteria 5**).

Submittal 3: Experience in School Transportation

Respondents shall provide a statement of their qualifications to provide the specific services requested herein. (Include in **Executive Summary**)

Submittal 4: Staffing Plan

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

Submittal 5: References

Respondents shall supply a list of at minimum three (3) references and contracts held, preferably in Texas, describing their experience in transporting physically challenged and typically developing school-age children. Names, addresses, email addresses, and phone numbers of the references must be included in **Attachment I – Reference Sheet.**

Submittal 6: School Bus Routing Software

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

Submittal 7: Maintenance Program

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

Submittal 8: Driver Hiring and Retention Program

Respondents shall provide a description of their hiring process, and the selection criteria used. Additionally, respondents shall provide a table disclosing how many drivers it employs by years of service and the turnover and/or retention rate for drivers.

Submittal 9: <u>Driver Safety and Training Program</u>

Respondents shall provide a comprehensive description of their training process and driver education program.

- a. Describe the operation, course content, and requirements of your established, ongoing safety program, and provide the number of training hours required per employee each year.
- b. Indicate the frequency of safety meetings held.
- c. Describe any safety-related organizational activities in which your company or key personnel participate.
- d. Provide the school bus accident rates for buses operated by your firm in each of the last three academic years.

Number of School Bus Accidents Per Million Vehicle Miles

School Year	Number of Accidents
2021 – 2022	
2022 – 2023	
2023 – 2024	
2024 – 2025	

Submittal 10: <u>Student Safety Program</u>

Respondent shall provide a description of how it will address the issue of student safety, including any educational programs it has implemented.

Submittal 11: List of Bus Driver Qualifications

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

Submittal 12: Mechanics Training and Certification Process

Respondents shall describe their mechanical training and certification process.

Submittal 13: Customer Feedback

Respondents shall provide a description of their formal customer feedback system, provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.

Submittal 14: Plan For Substitute Buses and Relief Drivers

Respondents shall address the provision for substitute buses and drivers needed for performance under the terms of this contract.

Submittal 15: Customer Service Philosophy

Respondents shall describe their customer relations philosophy and their program in this area.

Submittal 17: <u>Site Evaluation</u>

One or more members of IDEA Public Schools' evaluation committee may conduct one or more site evaluations *upon IDEA designation to be completed*. Site evaluations will be conducted at the facilities of IDEA Public Schools' choice where the Contractor currently provides pupil transportation services. Site evaluation criteria, not listed in any order of weight or priority, or as follows.

Submittal 18: Personnel (if applicable)

Overall Appearance of Facility Fleet Quality Record-keeping Available Audits.

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

PART IV – EVALUATION CRITERIA

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

Competitive Selection and Proposal Evaluation

This is a <u>negotiated</u> procurement and as such, an award will not necessarily be made to the lowest-priced Proposal. Award will be made to the Contractor(s) submitting the best responsive Proposal satisfying IDEA's requirements, price, and other factors. If one Contractor cannot meet all of the requirements outlined in this document, the award may be divided among several qualified Contractors.

Proposals will be evaluated on criteria deemed to be in IDEA's best interest, as reflected in the evaluation criteria below. IDEA may request any or all Contractors to give an oral presentation or be interviewed to clarify or elaborate on its Proposal. Upon completion of oral presentations, interviews, or discussions, Contractors may be requested to revise any or all portions of their Proposal. IDEA's Board will make the final decision on whether and to whom a contract is to be awarded.

Non-responsive or disqualified Proposals will not be eligible for award consideration. Reasons for being deemed non-responsive or being disqualified include but are not limited to not meeting requirements of the proposal, receipt of the Proposal after the date/time posted; failure to sign the Proposal; and/or failure to include one or more Conditions of Service/Term Agreement.

IDEA reserves the right to reject any use of Contractor terms and conditions of any kind, including web links to any online terms and conditions, or requiring the use of Offeror's form of agreement.

Points	Evaluation Criteria
40 Points	Cost Proposal
30 Points	Quality of Vendors' Goods and/or Service
15 Points	Vendor/Contractor Standing & Positive SAFER Rating
10 Points	Reputation of the Vendor

5 Points	Past Experiences
100 Points	Total Possible Score

Explanation of Evaluation Criteria:

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:

(Lowest Proposed Price / Proposed Price) x Assigned Points

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

Proposed Price Score

Proposer A: $$10,000.00 -> ($10,000.00 / $10,000.00) \times 50 = 50 \text{ pts}$ Proposer B: $$10,500.00 -> ($10,000.00 / $10,500.00) \times 50 = 47.6 \text{ pts}$ Proposer C: $$25,000.00 -> ($10,000.00 / $25,000.00) \times 50 = 20 \text{ pts}$

Quality of Vendor's 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.

Vendor/Contractor Standing & Positive SAFER Rating: Must be incorporated to do business in Texas and be in good standing with the State of Texas; must not be indebted to IDEA. Must have a positive SAFER Rating/Report.

Reputation of the Vendor: The reputation of the Respondent's goods and/or services, Respondent's past relationship with other customers, including Texas public schools.

Past Experience: Respondent's past experience with other public/charter schools.

PART V – GENERAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

GENERAL TERMS AND CONDITIONS: The Vendor agrees to the General Terms and Conditions of this solicitation and in case of conflict with other documents provided by the Vendor, these General Terms and Conditions take precedence and prevail unless Vendor specifically requests a variance and IDEA Public Schools, Inc. agrees to such changes in writing. General Terms and Conditions are posted on the IDEA Public Schools Procurement and Contract Services website at Procurement & Contract Services – IDEA Public Schools

PART VI – SUPPLEMENTAL TERMS AND CONDITIONS

<u>Confidential and/or Proprietary Information:</u> Vendor acknowledges that 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:

- 1. Information relating to IDEA's financial, regulatory, personnel, or operational matters.
- 2. Information relating to IDEA's clients, customers, beneficiaries, suppliers, donors, employees, volunteers, sponsors, or business associates and partners.
- 3. 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.
- 4. Contracts, product plans, sales and marketing plans, and business plans.
- 5. All information is 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.
- 6. The term "Confidential Information" does not include the following:
 - a. Information is available to the public through no wrongful act of the receiving party.
 - b. Information that has been published.
 - c. Information required in response to subpoena, court order, court ruling, or by law.

Vendor agrees that it will not, at any time during or after the 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 agrees to release to IDEA all records and supporting documentation related to the Services provided under this Agreement upon completion of the Term hereof.

<u>Identity Theft Protection:</u> If Vendor will be storing employee or student data as part of the services under the Agreement, the following provisions apply:

- 1. Vendor agrees to maintain the confidentiality of "personal identifying information" and "sensitive personal information," as those terms are defined in Texas Business & Commerce Code § 522.002 by implementing reasonable data security procedures, controls, and safeguards to ensure that such information is protected. Vendor agrees that "personal identifying information" and "sensitive personal information" will be collected only as necessary and in conjunction with this Agreement and will be restricted in its distribution and accessibility such that only authorized representatives of Vendor who have agreed to maintain the confidentiality of the data may access it. Such information will be properly secured by the use of safeguards such as secure file storage, firewall protection, complex password protection, secure operating systems, anti-virus software, locked physical files and backups, data encryption, and other technology tools. When necessary, "personal identifying information" and "sensitive personal information" will be disposed of through secure means, such as shredding paper files and erasing electronic files.
- 2. Vendor will not bear responsibility for safeguarding information that is (i) publicly available; (ii) that is not "personal identifying information" or "sensitive personal information"; (iii) that is obtained by Vendor from third parties without restrictions on disclosure and is not obviously "personal identifying information" or "sensitive personal information"; or (iv) is required to be disclosed by order of a court or other governmental entity.
- 3. Vendor stipulates that this Agreement does not convey ownership of "personal identifying information" or "sensitive personal information" provided by IDEA under this Agreement.
- 4. If Vendor becomes aware of a disclosure or security breach concerning any "personal identifying information" or "sensitive personal information" covered by this Agreement, Vendor shall immediately notify IDEA and take immediate steps to limit and mitigate the damage of such

security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business & Commerce Code, Vendor shall proceed with notification requirements as required therein. The Parties agree that any breach of privacy and/or confidentiality obligations set forth in this Section may, at IDEA's sole discretion, result in IDEA's immediately terminating this Agreement without financial penalty.

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

- 1. 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 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 is the agent of IDEA solely for the purpose of providing services under this Agreement. Vendor 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.
- 2. <u>Definition of "Student Data"</u>: "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.
- 3. <u>Collection and Use of Student Data</u>: Vendor will only collect Student Data necessary to fulfill its duties as outlined in this Agreement. Vendor 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. Vendors are 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.
- 4. If Vendor has access to Employee PII, it shall protect PII and follow the same data protection and privacy standards as applied for Student Data.
- 5. <u>Data De-Identification</u>: Vendor 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 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.
- 6. <u>Marketing and Advertising</u>: Vendor will not use any Student Data to advertise or market to students or their parents.
- 7. <u>Modification of Terms of Service</u>: Vendor 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.
- 8. **Student Data Sharing:** Student Data cannot be shared with any additional parties without prior written consent of IDEA, except as required by law.
- Access and Transfer or Destruction: Any Student or Employee Data held by the Vendor will be made available to IDEA upon request by IDEA. Vendor will ensure that all Student or Employee

- Data in its possession and in the possession of any subcontractors or agents to which Vendor 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.
- 10. 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 has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Vendor 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.
- 11. <u>Security Controls</u>: Vendor 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 will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Vendor 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 agrees to share its incident response plan upon request.

Attachment A – Cover Page



A Proposal Submitted in Response to:

IDEA's Request for Proposals # 35-BBS-0425 for Austin Transportation Outsourcing

Submitted By:

(Full Legal Name of Vendor)

Vendor dba (if applicable): ______

Employer Identification Number: ______

Street Address: _____

City, State, and Zip Code: ______

Additional Requirements:

The proposal must include the name of each person with at least 25% ownership of the business.

Name: _______ Name: _______

On: _______

(Date of Submission)

Attachment B – Vendor Acknowledgement

The undersigned representative of the proposing organization indicated below hereby acknowledges and affirms that;

- 1. I am authorized to enter into a contractual relationship on behalf of the proposing organization indicated below.
- 2. I have carefully examined and accept the general terms and conditions located at Procurement & Contract Services IDEA Public Schools in addition to the specifications and supplemental terms and conditions (if applicable) included in this solicitation.
- 3. Neither the respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, has in any way collude, conspired, or agreed, directly or indirectly with any person, corporation, or other respondent or potential respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response.
- 4. No attempt has been or will be made by the firm's officers, employees, or agents to lobby, directly or indirectly, IDEA Board of Directors, or any employee involved in this procurement activity.
- 5. If all or any part of this proposal is accepted, the vendor shall provide all products/services at the prices quoted and in strict compliance with all terms and conditions associated with this solicitation.
- 6. The proposing organization is in compliance with all applicable federal, state and local codes, laws and statutes.

Vendor Legal Name:		
Address:		
Telephone Number:	_	
Fax Number:	_	
Project Contact Person:	_	
Contact Phone Number:		
Contact Email Address:		
Web Site Address:		
Signature of Authorized Representative	Date	
Printed Name and Title of Authorized Representative		

Attachment C – Insurance or Bonding Requirements

Please provide proof of insurance and/or bonding with RFP submission.

IDEA requires the minimum insurance coverage & limits as stated below:

Type of Contractor	Required Coverage	Required Coverage Limits		Other
peakers, Presenters, Judges, DJ, Decoration and Photobooth /endors (This is not an all-inclusive ist)	NA	NA		Hold Harmless Agreement
	Commercial General Liability	Each Occurrence: General Aggregate: Medical Expenses:	\$1,000,000 \$2,000,000 \$5,000	Additional Insured and Waiver of Subrogation Endorsement
harter Bus Services	Automobile Liability	Combined Single Limit or Umbrella Liability (exce Uninsured Motorist: Medical Payments or Personal Injury Protection:	ss) \$5,000,000 \$100,000 \$5,000	Additional Insured and Waiver of Subrogation Endorsement
Maintenance/Repair	Commercial General Liability	Each Occurrence: General Aggregate: Personal and Advertising Injury:	\$1,000,000 \$2,000,000 \$500,000	Additional Insured Endorsement
(painting, plumbing, HVAC, roofing, landscape, etc.) Service Providers (copier/fax service, computers, security, equipment vendors, etc.)	Automobile Liability Including: Owned Vehicles Non-Owned Vehicles Hired Vehicles (Required for vehicles driven on school property)	Combined Single Limit:	\$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: S Each Occurrence:	tate- Statutory \$500,000	Waiver of Subrogation Endorsement
	Commercial General Liability	Each Occurrence: General Aggregate: Personal and Advertising Injury:	\$1,000,000 \$2,000,000 \$500,000	Additional Insured Endorsement
Vendor General Insurance Requirements	Automobile Liability Including: Owned Vehicles Non-Owned Vehicles Hired Vehicles (Required for vehicles driven on school property)	Combined Single Limit:	\$1,000,000	
	Workers' Compensation* Employers' Liability	Limit: Sta	te- Statutory	Waiver of Subrogation
		Each Occurrence \$50	0,000	Endorsement

Welders, plumbers (work with open flames)	Fire Damage	Each Occurrence:	\$1,000,000	Additional Insured Endorsement
Hazardous Materials, Waste Haulers, Pest Control, etc.	Pollution Liability (May require project-specific coverage)	Each Occurrence:	\$1,000,000	Additional Insured Endorsement
Professional Services (accountants, architects, attorneys, education consultants, etc.)	Professional Liability	General Aggregate: Each Occurrence: Abuse of Molestation (If applicable)	\$2,000,000 \$1,000,000	Additional Insured Endorsement
			\$1,000,000	
Nurses, therapists, medical providers	Professional Liability or Medical Malpractice (as applicable)	General Aggregate:	\$3,000,000	Additional Insured Endorsement
		Each Occurrence: Abuse of Molestation: (If applicable)	\$1,000,000 \$1,000,000	
Payroll company, Data managers	Cyber Liability	Each Occurrence	\$1,000,000	Additional Insured Endorsement

The Additional Insured Endorsement language must name as follows: IDEA Public Schools, 2115 W. Pike Blvd, Weslaco, TX 78596. Please <u>click here</u> to see a COI Example.

Rev. December 8, 2022

Attachment D – IDEA Conflict of Interest Form

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

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

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Attachment E – Texas Ethics Commission Form CIQ

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

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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

<u>Local Government Code § 176.001(1-a)</u>: "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - $(\ddot{\textbf{i}})$ a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity	
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filling an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable is local governmental entity? Yes No Describe each employment or business relationship that the vendor named in Section 1 methors business entity with respect to which the local government officer serves as an other business entity with respect to which the local government officer serves as an other business entity with respect to which the local government officer serves as an other business entity with respect to which the local government officer serves as an other business entity with respect to which the local government officer serves as an other business entity with respect to which the local government officer serves as an other business entity with respect to which the local government officer serves as an other business.	h the local government officer. h additional pages to this Form kely to receive taxable income, tincome, from or at the direction income is not received from the
other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more. 6	micer or director, or holds an
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(B), excluding gifts described in Sect	
7	
Signature of vendor doing business with the governmental entity	Date Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

Attachment F – Felony Conviction Disclosure Statement

IDEA Public Schools ("IDEA") requires a person or business entity that enters into a contract with IDEA for the provision of goods or services to give advance notice to IDEA if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony.

IDEA may terminate a contract with a person or business entity if IDEA determines that the person or business entity failed to give such notice or misrepresented the conduct resulting in the conviction.

NOTE: This notice statement is not required of a publicly held corporation.

•		
Please mark the appropriate choice b	elow:	
This business entity is a publicly he applicable.	eld corporation; therefore	, this reporting requirement is not
☐ This business entity is not owned nor	operated by anyone who I	nas been convicted of any felony.
My firm is owned or operated by the	following individual(s) who	has/have been convicted of a felony:
Name of Individual(s):		
General description of the conduct re	esulting in the conviction of	a felony:
Name of Individual:		
General description of the conduct re	esulting in the conviction of	a felony:
I, the undersigned agent for the busines notification of felony convictions has been to the best of my knowledge.	•	,
Vendor Business (DBA) Name:		
Name of Authorized Company Official (Pr	int):	
Signature of Company Official	 Title	

Attachment G – 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 inclu documents for all covered sub-awards exceeding \$100,000 in Federal funds at and that all sub-recipients shall certify and disclose accordingly. 	
Le	Legal Vendor Name	
Sig	Signature of Authorized Representative Date	

Printed Name and Title of Authorized Representative

Attachment H – 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.

- <u>Remedies for Contract Breach or Violations</u>. 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. <u>Termination for Cause and Convenience</u>. 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. <u>Equal Employment Opportunity</u>. 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. <u>Davis-Bacon Act</u>. 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. <u>Contract Work Hours and Safety Standards Act</u>. 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

Attachment H – Contract Provisions for Contracts Involving Federal Funds (cont'd)

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. <u>Rights to Inventions Made Under a Contract or Agreement</u>. 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. <u>Energy Efficiency Standards and Policies</u>. 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. <u>Debarment and Suspension</u>. 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. <u>Byrd Anti-Lobbying</u>. 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.

Attachment H – Contract Provisions for Contracts Involving Federal Funds (cont'd)

- 11. <u>Procurement of Recovered Materials</u>. 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.
- 12. <u>Buy America Act.</u> Federally funded projects creates a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

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

Legal Vendor Name		
Signature of Authorized Representative	Date	

Attachment I – Reference Sheet

Please list a **minimum of three (3)** verifiable references of clients/organizations (governments, charter schools, or ISDs) that have used your services. Preferably the Respondent shall list references for any projects completed in the past 5 years that are similar to the scope of work in this Solicitation. If additional space is required, attach additional pages hereto. IDEA would prefer some of the references to be new customers in the last year, and Texas clients/organizations are preferred:

Customer/Client School or Organization/Entity Name			Dates of Contract	
Street Address	City	State	Zip	
Contact Person	Phone Number		Email Address	
Project Scope				
Customer/Client School or Orga	anization/Entity Name		Dates of Contrac	
Street Address	City	State	Zip	
Contact Person	Phone Number		Email Address	
Project Scope				
Customer/Client School or Orga	anization/Entity Name	D	rates of Contract	
Street Address	City	State	Zip	
Contact Person	Phone Number		Email Address	
Project Scope				

Attachment J – Litigation, Terminations, Claims

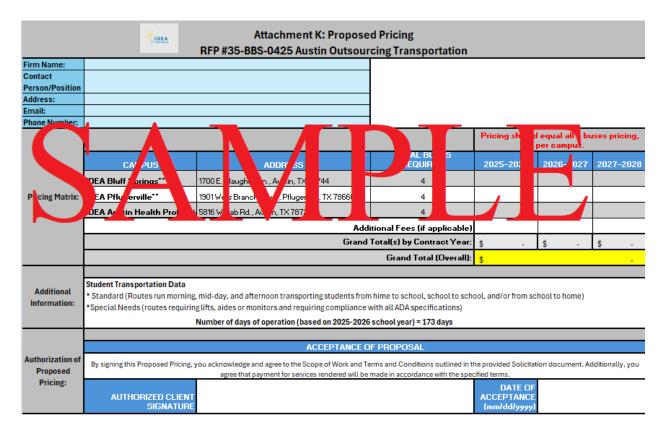
Respondent shall list any project completed in the past **five (5) years** where litigation was filed by Customer/Client or Organization/Entity against Respondent, the contract was terminated by Customer/Client or Organization/Entity before the expiration of term, or insurance claims were reported against Respondent's insurance by Customer/Client or Organization/Entity. If additional space is required, attach additional pages hereto.

1		
	Customer/Client School or Organization/Enti	ty Name
Contact Person	Phone Number	Email Address
Brief Description of Ev	ent or Issues:	
2		
	Customer/Client School or Organization/Enti	ty Name
Contact Person	Phone Number	Email Address
Brief Description of Ev	ent or Issues:	
3	Customer/Client School or Organization/Enti	ty Name
Contact Person	Phone Number	Email Address
Brief Description of Ev	ent or Issues:	
I certify that no operation of the second se	claims, litigations, or terminations have been fi	led against my company in the
	Representative	Date

Attachment K – Proposed Pricing

Respondent <u>must</u> provide pricing / price schedule on Attachment K – Proposed Pricing. **Attachment K** – **Proposed Pricing may be downloaded on IDEA's website:** https://ideapublicschools.org/ourstory/finance-budget/pcs/bids-rfps/.

*Please note each bus shall run its own morning and afternoon routes and it should be factored in total bid price per academic year.



Attachment L – IRS Form W-9

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

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.			
	2 Business name/disregarded entity name, if different from above			
n page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
. S	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ S Corporation ☐ S Corporation	tion Partnership	Trust/estate	Evernt payee code (if any)
9. jg				Exempt payee code (if any)
Print or type. See Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation Note: Check the appropriate box in the line above for the tax classifical LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal ta is disregarded from the owner should check the appropriate box for the content of the conte	ation of the single-member owned from the owner unless the own x purposes. Otherwise, a single-	er. Do not check ner of the LLC is member LLC that	Exemption from FATCA reporting code (if any)
듩	Other (see instructions) ▶			(Applies to accounts maintained outside the U.S.)
ğ	5 Address (number, street, and apt. or suite no.) See instructions.	R	equester's name a	and address (optional)
8				
S	6 City, state, and ZIP code			
	7 List account number(s) here (optional)			
	(
Par	Taxpayer Identification Number (TIN)			
	your TIN in the appropriate box. The TIN provided must match the r	name given on line 1 to avoid	Social sec	curity number
	p withholding. For individuals, this is generally your social security r			
	nt alien, sole proprietor, or disregarded entity, see the instructions f			- -
entitie TIN, la	s, it is your employer identification number (EIN). If you do not have	a number, see How to get a		
,		a 1 Alea cas What Name an	or d Employer	Identification number
	If the account is in more than one name, see the instructions for line er To Give the Requester for guidelines on whose number to enter.	e 1. Also see what Name an	a Employer	identification number
	or you are the rioquester for galactiness on thisses manipel to enter			-
Do	Contification			
Par				
	penalties of perjury, I certify that:			
2. I ar Ser	number shown on this form is my correct taxpayer identification nu not subject to backup withholding because: (a) I am exempt from vice (IRS) that I am subject to backup withholding as a result of a fa longer subject to backup withholding; and	backup withholding, or (b) I	have not been n	otified by the Internal Revenue
3. I ar	n a U.S. citizen or other U.S. person (defined below); and			
4. The	FATCA code(s) entered on this form (if any) indicating that I am exe	empt from FATCA reporting	is correct.	
you ha	cation instructions. You must cross out item 2 above if you have been ave failed to report all interest and dividends on your tax return. For real sition or abandonment of secured property, cancellation of debt, contribution interest and dividends, you are not required to sign the certification	estate transactions, item 2 de outions to an individual retiren	oes not apply. Fo nent arrangement	r mortgage interest paid, (IRA), and generally, payments
Sign Here		Da	te ►	
Ge	neral Instructions		lends, including	those from stocks or mutual
		funds)		
Section noted	on references are to the Internal Revenue Code unless otherwise	,	rious types of in	come, prizes, awards, or gross
noted Futur relate	on references are to the Internal Revenue Code unless otherwise de developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted	• Form 1099-MISC (va	or mutual fund s	
Futur relate after t	on references are to the Internal Revenue Code unless otherwise de developments. For the latest information about developments	Form 1099-MISC (va proceeds)Form 1099-B (stock)	or mutual fund s s)	ales and certain other

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

• Form 1099-INT (interest earned or paid)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Form **W-9** (Rev. 10-2018)

Attachment M – Deviations and Exceptions

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

In the absence of any deviation entry on this form the Vendor assures IDEA of its full compliance with the terms and conditions, specifications, and all other information contained in this RFP. The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP without deviation and exception. \Box The Respondent, named below, hereby declares and represents that it will fully comply with the terms, conditions, specifications, and other requirements set forth in this RFP except as follows: (For additional deviations and exceptions, refer to additional pages attached herewith.) Legal Vendor Name Signature of Authorized Representative Date

Printed Name and Title of Authorized Representative

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

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

Appendix A: RFP Award Letter

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

Appendix B: School Calendar

IDEA Public Schools AUS | 2025-26 Academic Calendar

July '25	August '25	September '25	October '25
S M T W T F S	SMTWTFS	SMTWTFS	S M T W T F S
1 2 3 4 5	1 2	1 2 3 4 5 6	1 2 3 4
6 7 8 9 10 11 12	3 4 5 6 7 8 9	7 8 9 10 11 12 13	5 6 7 8 9 10 11
13 14 15 16 17 18 19	10 <mark>11</mark> 12 13 14 15 16	14 15 16 17 18 19 20	12 13 14 15 16 17 18
20 21 22 23 24 25 26	17 18 19 20 21 22 23	21 22 23 24 25 26 27	19 20 21 22 23 24 25
27 28 29 30 31	24 25 26 27 28 29 30	28 29 30	26 27 28 29 30 31
	31		
Total Student Days 0	Total Student Days 15	Total Student Days 20	Total Student Days 20
Total Staff Days 3	Total Staff Days 22	Total Staff Days 21	Total Staff Days 21
November '25	December '25	January '26	February '26
S M T W T F S	SMTWTFS	SMTWTFS	SMTWTFS
1	1 2 3 4 5 6	1 2 3	1 2 3 4 5 6 7
2 3 4 5 6 7 8	7 8 9 10 11 12 1 3	4 5 6 7 8 9 10	8 9 10 11 12 13 14
9 10 11 12 13 14 15	14 <u>15 16 17 18 19</u> 20	11 <u>12</u> 13 14 15 16 17	15 16 17 18 19 20 21
16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24	22 23 24 25 26 27 28
23 24 25 26 27 28 2 9	28 29 30 31	25 26 27 28 29 30 31	
30			
Total Student Days 15	Total Student Days 15	Total Student Days 17	Total Student Days 18
Total Staff Days 15	Total Staff Days 15	Total Staff Days 19	Total Staff Days 19
March '26	April '26	May '26	June '26
SMTWTFS	SMTWTFS	SMTWTFS	S M T W T F S
1 2 3 4 5 6 7	1 2 3 4	1 2	1 2 3 4 5 6
8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 1 3
15 16 17 18 19 20 2 1	12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20
22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27
29 30 31	26 27 28 29 30	24 25 26 27 28 29 30 31	28 29 30
Total Student Days 16	Total Student Days 21	Total Student Days 16	Total Student Days 0
Total Staff Days 17	Total Staff Days 21	Total Staff Days 16	Total Staff Days 0
			Total Student Days 173
			Total Staff Days 189

Appendix B: School Calendar (cont'd.)

Legend		
First/Last Day of School		
First Day of School (FDOS) 8/11/2025		
Last Day of School (LDOS) 5/22/2026		
Bad Weather Days		

None

Student Family Engagement Day

8/2/2025

Professional Development

BOY PD 7/28/25 - 8/8/2025

CC1 - Date from DISHA PD Day - 9/12/2025

CC2 - 10/9/2025

CC3 - 01/5/2026

PD Day - 1/6/2025

PD - 02/6/2026

CC4 - 3/13/2026

Early Release Days

None

School Vacations

Labor Day - 09/01/2025
Fall Break - 10/10/2025
Indigenous People Day - 10/13/25
Thanksgiving Break - 11/24/25 - 11/28/25
Winter Break - 12/22/25 - 01/02/26
MLK Jr Day - 01/19/26
District Vacation - 2/16/2026
Spring Break - 03/16/26 - 03/20/26

Quarter	End of Quarte	Total Days
1	10/17/2025	45
2	1/9/2026	43
3	3/13/2026	41
4	5/22/2026	44

	Operating Days		
	Instructional Teacher		
Jul-22	0	3	
Aug-22	15	22	
Sep-22	20	21	
Oct-22	20	21	
Nov-22	15	15	
Dec-22	15	15	
Jan-23	17	19	
Feb-23	18	19	
Mar-23	16	17	
Apr-23	21	21	
May-23	16	16	
Jun-23	0	0	
	173	189	

Appendix C: IDEA Public Schools Inter-Campus Pick-Up/Drop-Off Times

IDEA Bluff Springs

Morning: Arrive at IDEA Bluff Springs at approximately 7:10 a.m. CST

Afternoon: Depart IDEA Bluff Springs at approximately 3:40 p.m. CST

IDEA Pflugerville

Morning: Arrive at IDEA Pflugerville at approximately 7:10 a.m. CST

Afternoon: Depart IDEA Pflugerville at approximately 3:40 p.m. CST

IDEA Austin Health Professions

Morning: Arrive at IDEA Austin Health Professions at approximately 7:10 a.m. CST

Afternoon: Depart IDEA Austin Health Professions at approximately 3:40 p.m. CST

Note: Students Must be at school before 7:30 am and Dismissal is at 3:00 pm

Part X: ADDENDA

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

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

END OF IDEA PUBLIC SCHOOLS RFP