

Request for Proposal

RFP #11-CHTRBUS-1226

TEXAS

Texas District-Wide Charter Bus & Motor Coach Transportation Services

**Purchasing Department
2115 West Pike Blvd
Weslaco, TX 78596**

solicitations@ideapublicschools.org



IDEA

Public Schools

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Procurement Contact: Mia Harris

Email: solicitations@ideapublicschools.org

Purpose of Request for Proposal (RFP): IDEA Public Schools (“IDEA” or the “District”) is soliciting proposals from qualified, licensed charter bus and motor coach providers under Texas Education Code § 44.031 to furnish transportation services on an as-needed, district-wide basis for IDEA's Texas campuses and departments across seven (7) regions (San Antonio, Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, and Tarrant County). Services may include field trips, athletic and extracurricular travel, academic competitions, staff travel, campus and graduation events, and other authorized trips requested by IDEA campuses and departments.

This is an as-needed agreement. IDEA does not guarantee any minimum volume of trips, expenditures, or exclusivity. Pricing awarded under this solicitation shall be available for use by all IDEA Texas departments, divisions, and campuses covered by this RFP.

IDEA Public Schools is a Texas nonprofit corporation exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code and does not pay federal excise, state, or city sales tax. Exemption certificates will be provided upon request.

Master Agreement Requirement: As a condition of proposal submission, Respondents **must review, complete, sign, and submit IDEA Public Schools' Master Charter Bus Agreement** with their Proposal. Any requested exceptions, modifications, or deviations to the Master Charter Bus Agreement must be clearly identified in **Attachment M – Deviations and Exceptions**. Failure to identify an exception or deviation shall constitute acceptance of the applicable terms of the Master Charter Bus Agreement. Submission of a Respondent's standard agreement, terms and conditions, or other contractual document does not replace the requirement to complete and submit IDEA's Master Charter Bus Agreement.

Note: The selected Charter Bus or Motor Coach Company(s) **shall be solely responsible for all lodging, meals, travel, per diem, and other expenses incurred by its drivers and/or personnel in connection with the services provided under this solicitation.** IDEA Public Schools will not reimburse or otherwise be responsible for any such expenses.

Timeline:

All dates and times are tentative and subject to change.

FIRST ADVERTISEMENT DATE/ISSUE DATE: Wednesday, October 14, 2026

SECOND ADVERTISEMENT DATE:	Wednesday, October 21, 2026
PRE-PROPOSAL MEETING:	Wednesday, October 21, 2026 @ 10:30 AM CST
RESPONDENT QUESTION CUT-OFF DATE:	Thursday, October 22, 2026, no later than 3:00 PM CST
QUESTIONS RESPONSE FROM IDEA:	Monday, October 26, 2026
PROPOSALS DUE BY DATE & TIME:	Friday, October 30, 2026, no later than 2:00 PM CST
ANTICIPATED EVALUATION PERIOD:	Monday, November 2, 2026 - Monday, November 13, 2026
ANTICIPATED BOARD MEETING & APPROVAL:	December 8, 2026
INITIAL PROPOSED CONTRACT TERM:	January 1, 2027 - December 31, 2027
RENEWAL OPTION #1:	January 1, 2028 - December 31, 2028
RENEWAL OPTION #2:	January 1, 2029 - December 31, 2029
RENEWAL OPTION #3:	January 1, 2030 - December 31, 2030
RENEWAL OPTION #4:	January 1, 2031 - December 31, 2031

**Pre-Proposal
Conference**

A virtual pre-proposal meeting will be held at 10:30 AM CST via Microsoft Teams on Wednesday, October 21, 2026. Questions regarding this RFP must be submitted in writing to solicitations@ideapublicschools.org no later than 3:00 PM CST on Monday, October 26, 2026. Respondents are responsible for reviewing issued questions and answers before submitting a proposal. Oral communications regarding this RFP are not binding and do not excuse a Respondent from the obligations stated in this solicitation. Attendance is non-mandatory but strongly encouraged.

Join Microsoft Teams Meeting: [Meeting Link](#)

Meeting ID: 273 590 555 705 949

Passcode: C98R7np2

Proposal Submission: Proposals may be submitted using the [Public Purchase](#) or [Self-Service](#) website, or by sending One (1) clearly identified hard copy ORIGINAL of the Proposal to:

IDEA Public Schools
RFP # 11-CHTRBUS-1226
Attn: Purchasing Department
Texas District-wide Charter Bus & Motor Coach Transportation Services
2115 West Pike Blvd
Weslaco, TX 78596

Proposals MUST be received by IDEA by the specified due date and time outlined in the timeline. Each proposal MUST be sealed and marked with the relevant information; failure to do so may result in the proposal not being considered. Please ensure that all submissions are received by IDEA by the designated due date and time. **Hard Copy Submissions Must Include:**

- a) One (1) clearly identified **hard copy ORIGINAL** of the Proposal response.
- b) One (1) copy of the complete Proposal on a **FLASH DRIVE**, labeled with the Respondent's name.

Note: Faxed or emailed Proposals will not be accepted. Acceptance Period is 120 days from the date of the proposal submission deadline unless otherwise stated in writing.

Funding Type: IDEA will utilize state 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 must not be debarred or suspended by federal or state-funded agencies and must have the legal authority to transact business in Texas. Additionally, respondents must affirmatively demonstrate responsibility and good standing, which may be considered as part of the performance evaluation criteria.

Respondents may withdraw their proposals in writing at any time prior to the submission deadline, without penalty or prejudice.

PART I – CURRENT CONDITIONS/BACKGROUND

Introduction: IDEA Public Schools (“IDEA”) is a Texas non-profit 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 transforms education by preparing graduates to succeed in college and life. 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.

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, nearly 100% of seniors have been accepted and matriculated to a college or university every year. Thanks to a rigorous path to college, 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 program, curriculum, and mission has been replicated to serve students in other states, this Request for Proposals and any subsequent contract is only for goods and services provided to IDEA's Texas based charter school and campuses.

Project Background: IDEA requires qualified charter bus and motor coach providers to support as-needed transportation throughout its Texas regions. Trip needs may include field trips, athletic and extracurricular travel, academic competitions, staff travel, campus events, graduation activities, and other authorized travel. Trip volume, routes, passenger counts, dates, and vehicle needs will vary. IDEA does not guarantee a minimum number of trips, expenditure, or exclusive award.

Project Vision: Establish a dependable pool of qualified charter transportation providers that can deliver safe, compliant, timely, and cost-effective service throughout IDEA's Texas regions.

IDEA seeks a competitive pool of providers with the fleet capacity, qualified drivers, safety controls, geographic coverage, and dispatch responsiveness necessary to support dependable student and staff transportation throughout its Texas regions.

Bidders should ensure that their proposals meet all technical, design, and pricing specifications outlined in the RFP while providing clear evidence of their ability to deliver the required services efficiently and within budget.

PART II – SCOPE AND SPECIFICATIONS OF THE PROPOSAL

Proposal Specifications: The following describes the service and performance requirements that the successful Respondent(s) will be required to meet. IDEA will use objective criteria specified in this solicitation to review Proposals and may make multiple awards if deemed in the best interest of IDEA, at its sole discretion. The anticipated spending and total contract value will depend on the scope of services and needs identified during the evaluation process and may vary based on the number of awards issued.

Section 1: Overview

IDEA Public Schools is seeking one or more qualified, licensed charter bus and motor coach providers capable of safely and reliably furnishing vehicles, drivers, dispatch support, and related transportation services on an as-needed, district-wide basis for IDEA's Texas campuses and departments.

Services are anticipated to begin January 1, 2027, or on another date established in the executed agreement.

Technical Specifications and Deliverables:

Awarded Vendor Responsibilities:

1. Furnish clean, safe, properly maintained vehicles that comply with all applicable federal, state, and local laws and are certified by the manufacturer for their intended use.
2. Maintain current vehicle inspections and examine each vehicle at least once every three months, including brakes, tires, front end, engine, and required safety equipment; retain inspection records for IDEA review.
3. Maintain vehicles in accordance with applicable law and accepted industry standards, including **37 Texas Administrative Code Section 14.52**, and bear all operating, fuel, maintenance, repair, roadside-service, and towing costs.

4. Provide a replacement vehicle and qualified driver promptly when a mechanical failure or breakdown prevents continued service, and safely transfer passengers so the trip can proceed.
5. Hold and maintain all permits, operating authority, licenses, and registrations required by the Texas Department of Transportation, U.S. Department of Transportation, and other applicable agencies, and provide copies to IDEA upon request.
6. Provide drivers who possess the commercial driver's license and passenger and school-bus endorsements required by the Master Charter Bus Agreement and applicable law; meet applicable medical qualification standards; and receive training in student transportation safety, defensive driving, first aid and CPR, fire-extinguisher use, and traffic laws.
7. Complete legally required criminal-history, sex-offender, driving-record, prior-employer, drug, and alcohol screening and testing for all assigned safety-sensitive personnel.
8. Prohibit smoking, alcohol use, illegal drug use, and operation while impaired; promptly report complaints of improper driver conduct and remove the driver from IDEA service pending investigation and IDEA's written approval to return.
9. Provide accurate routing information to drivers, maintain reliable dispatch communication, arrive at the designated pickup location on time, and immediately notify IDEA of delays, accidents, breakdowns, substitutions, or other service disruptions.
10. Report all reportable accidents involving vehicles or personnel serving IDEA as required by law and promptly notify IDEA.
11. Submit an itemized written quote for each requested trip showing all charges, restrictions, and cancellation terms. A quote, trip confirmation, or vendor form will not modify the executed agreement unless IDEA and the vendor sign a written amendment.
12. Do not begin a trip without IDEA's authorization and an approved purchase order or other written authorization issued under IDEA's No PO No Pay requirements.
13. Bear any additional costs IDEA reasonably incurs because of the vendor's failure to perform, including costs caused by mechanical failure, noncompliant equipment, or tardiness. If arrival is more than one hour late, the vendor is responsible for charges associated with alternate transportation arrangements.
14. **Accept trip cancellations without penalty when IDEA gives at least 72 hours' notice or cancels before the driver is dispatched.** For later cancellations, any charge may not exceed the quoted cost of the affected trip.
15. Do not assign, delegate, or subcontract performance without IDEA's prior written approval, and retain performance and financial records for at least three years after final payment or contract termination.

Key Requirements for Respondents:

1. Describe fleet capacity, vehicle types, seating capacities, accessibility options, geographic coverage, dispatch operations, and the process for accommodating routine, urgent, and peak-period requests.
2. Provide applicable USDOT and Texas operating-authority numbers and copies of current licenses, permits, inspection documentation, and required insurance evidence.
3. Describe driver qualification, background-screening, training, drug-and-alcohol testing, incident-reporting, and complaint-investigation procedures.
4. Explain preventive-maintenance practices, roadside response, replacement-vehicle procedures, and the estimated response time for service disruptions.
5. Complete **Attachment K** with all-inclusive pricing and clearly identify every potential charge, including mileage, hourly or daily minimums, driver time, wait time, deadhead mileage, tolls, parking, fuel surcharges, overnight vehicle charges, cancellation fees, and accessible-vehicle charges.
6. Provide Complete Master Charter Bus Agreement with Proposal Submission
7. Identify any requested exception to the solicitation or Master Charter Bus Agreement in **Attachment M**. Silence constitutes acceptance of the stated requirements.

Performance Requirements:

1. The awarded vendor must provide safe, timely, courteous, and professional service and maintain sufficient qualified drivers and roadworthy vehicles to fulfill accepted trip commitments.
2. The awarded vendor must comply with the Master Charter Bus Agreement, the accepted proposal, the approved trip quote, and each IDEA purchase order. If documents conflict, the executed Master Charter Bus Agreement controls unless a later written amendment signed by both parties expressly states otherwise.
3. IDEA may monitor performance through trip records, complaints, safety information, on-time performance, vehicle condition, invoice accuracy, and corrective-action responsiveness.

These requirements are minimum standards. **IDEA may reject noncompliant vehicles, drivers, or services and require prompt corrective action or replacement at no additional cost.**

- A. The scope of work includes the goods and/or services IDEA intends to procure. The actual amount of goods and/or services procured as a result of this RFP may be adjusted up or down according to IDEA's needs and available funding.
- B. 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.

Fuel Surcharge and Price Adjustment

Proposed pricing shall include all anticipated fuel costs and any applicable fuel surcharge based on the fuel price in effect at the time of proposal submission. **Fuel-related price adjustments are not automatic and shall be permitted only in accordance with this section.**

For purposes of evaluating and administering fuel-related price adjustments, IDEA Public Schools will use the **U.S. Energy Information Administration (EIA) Weekly Gulf Coast (PADD 3) No. 2 Diesel Retail Price (Dollars per Gallon)** as the applicable fuel-price benchmark. The EIA pricing index is available through the U.S. Energy Information Administration at: [EIA Weekly Gulf Coast No. 2 Diesel Retail Prices](#)

Baseline Fuel Price: The baseline fuel price shall be the applicable EIA Gulf Coast (PADD 3) diesel price published for the week of the Proposal submission deadline. Following publication of the applicable EIA price, IDEA will establish and document the baseline dollar amount to be used for administration of the resulting contract(s).

Adjustment Threshold: A fuel price adjustment may be requested when the applicable EIA benchmark increases or decreases by five percent (5%) or more from the established baseline fuel price or, following an approved adjustment, from the EIA benchmark used for the most recently approved fuel adjustment.

Respondents proposing a separate fuel surcharge must disclose in **Attachment K** the proposed fuel surcharge amount, rate, or calculation formula and any maximum fuel surcharge or cap. The proposed methodology must apply consistently to both increases and decreases in the applicable EIA benchmark.

Fuel price adjustments are not automatic. **An awarded Vendor requesting an adjustment must submit a written request identifying the applicable EIA benchmark, the baseline or most recently approved benchmark, the percentage change in the EIA benchmark, and the calculation supporting the requested adjustment.** IDEA reserves the right to independently verify the applicable EIA pricing and calculations and to approve, modify, or reject any requested adjustment. **No fuel surcharge or fuel-related price adjustment may be invoiced or charged without IDEA's prior written approval.**

Any approved fuel adjustment shall apply only to the **fuel-related component** of the applicable transportation charge and shall not be used to increase labor, administrative costs, maintenance, overhead, profit, or any other pricing component.

Downward Adjustments: Fuel adjustments shall operate in both directions. When the applicable EIA benchmark decreases by five percent (5%) or more from the baseline or benchmark used for the most recently approved fuel adjustment, the corresponding fuel surcharge shall be reduced or eliminated using the same approved methodology.

Except for fuel-related adjustments expressly permitted under this section, pricing shall remain firm during the initial contract term unless otherwise approved by IDEA through a written amendment executed in accordance with the Master Charter Bus Agreement.

Contract Term:

The agreement(s) resulting from this RFP are anticipated to begin January 1, 2027, and continue through December 31, 2027. IDEA may renew the agreement for up to four (4) additional one-year terms by written agreement of the parties. Either party may terminate without cause upon thirty (30) days' written notice, and either party may terminate immediately upon written notice of the other party's breach. The executed Master Charter Bus Agreement will govern the parties' contractual relationship.

Services are anticipated to be available beginning January 1, 2027. Respondents that cannot meet this date must identify the earliest available service date in their proposal.

Pricing must remain firm during the initial term, except for fuel price adjustments expressly permitted under the **Fuel Surcharge and Price Adjustment** section above. Any other pricing change, revised quote form, or modification is not binding unless approved by IDEA and documented in a written amendment signed by both parties.

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.

The insurance coverage specified in this RFP is the minimum requirement, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this RFP and Agreement.

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

- i) **Commercial General Liability:** Vendor shall maintain coverage of at least \$1,000,000 per occurrence and \$2,000,000 policy aggregate. IDEA Public Schools shall be named as an Additional Insured.
- ii) **Insurer Rating:** Required coverage shall be issued by an insurer licensed or authorized to do business in Texas and rated A-VIII or better by A.M. Best.
- iii) **Automobile Liability:** Vendor shall maintain coverage of at least \$1,000,000 per occurrence for all owned, hired, and non-owned vehicles used to perform services. IDEA Public Schools shall be named as an Additional Insured.
- iv) **Excess or Umbrella Liability:** Vendor shall maintain coverage with a policy aggregate limit of at least \$5,000,000. IDEA Public Schools shall be named as an Additional Insured.

- v) **Workers' Compensation and Employer's Liability:** Vendor shall maintain Workers' Compensation coverage as required by law and Employer's Liability limits of at least \$100,000 per occurrence for bodily injury and \$500,000 aggregate.

Evidence and Endorsements: Before services begin, Vendor shall provide an ACORD 25 Certificate of Insurance and applicable endorsements. Required liability coverage shall be primary and non-contributory. Insurers shall waive subrogation against IDEA for required coverages. Additional Insured status applies to Commercial General Liability, Automobile Liability, and Excess or Umbrella Liability

Cancellation or Non-Renewal Notice: Required policies shall provide 30 days' notice before cancellation or non-renewal, except 10 days for nonpayment of premium. If the insurer will not provide notice directly, Vendor shall notify IDEA by certified mail within three business days after receiving notice from the insurer.

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.

Administrative Procedure for Bidder Complaints

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

IDEA Public Schools
Attn: Director of Procurement, Procurement and Contract Services Department
2115 West Pike Blvd, Weslaco, TX 78596
(956) 377-8000

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 **must be submitted on time and must materially satisfy all mandatory requirements** identified in this RFP. Late proposals will be disqualified. 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.

IDEA Public Schools reserves the right to disqualify any proposal that significantly deviates from submitting the requested information. Proposals that consist of a catalog of services will be disqualified. Respondent's Proposal shall be organized in the following order, with each section clearly indexed:

Required Proposal Format:

To be considered, the Proposal must be prepared according to the following instructions and should include the following information and content. Failure to include these items may result in disqualification.

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**- The 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. **Response to Evaluation Criteria**- Provide a detailed response to each Evaluation Criteria listed in this solicitation.

5. **Cost Summary-** Respondent must provide complete, transparent, all-inclusive pricing using Attachment K. Pricing must identify all charges that may appear on an invoice, including vehicle type and capacity, base rate, mileage or hourly rate, minimum charge, wait time, deadhead mileage, driver time, fuel surcharge, tolls, parking, overnight travel vehicle charges, cancellation, accessible-vehicle charges, and any other fee. **Costs not disclosed in the proposal or an IDEA-approved trip quote may not be invoiced.**
6. **Required Forms- ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED**
Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
Attachment B – Vendor Acknowledgement
Attachment C - Evidence of Insurance
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-**NOT REQUIRED**
Attachment H – Contract Provisions for Contracts Involving Federal Funds- **NOT REQUIRED**
Attachment I – Reference Sheet
Attachment J – Litigation, Terminations, Claims
Attachment K – Proposed Pricing
Attachment L – IRS Form W-9
Attachment M— Deviations and Exceptions
Attachment N – Certification Regarding Drug-Free Workplace
Attachment O – Child Support Certification
7. **Appendix A** – Campuses to be Serviced
8. **Appendix B** – Master Charter Bus Agreement including Schedule 1 sample trip quote form and signed Schedule 2 Criminal History Review. Respondent must review, complete, sign, and submit IDEA’s Master Charter Bus Agreement with its Proposal. Any requested exceptions, modifications, or deviations must be specifically identified in Attachment M – Deviations and Exceptions. Submission of a Respondent’s standard contract, terms and conditions, or other agreement does not replace this requirement.
9. **Appendix C** – RFP Completion Checklist
10. **SAFER Company Snapshot-** Respondents must submit a current FMCSA SAFER Company Snapshot for the motor carrier proposed to perform the transportation services, identifying its legal name and USDOT number. Include the date the snapshot was retrieved. If a snapshot is unavailable, provide a written explanation and supporting registration and safety documentation. IDEA may independently verify the information during evaluation and before services are performed.
11. **Additional Documentation (Optional)** Additional documents may be submitted in instances where additional documentation is needed and not already captured.

PART IV – EVALUATION CRITERIA

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

Competitive Selection and Proposal Evaluation

This is a negotiated procurement and as such, the award will not necessarily be made to the lowest-priced Proposal. Proposals will be evaluated based on criteria deemed to be in IDEA’s best interest, as reflected in the evaluation criteria below. IDEA may request any or all Vendors to provide an oral presentation or participate in interviews to clarify or elaborate on their Proposal. Upon completion of presentations, interviews, or discussions, Vendors may be requested to revise any or all portions of their Proposal.

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

Proposals will be scored according to the following rubric:

% Weight	Evaluation Criteria
35%	Cost and Price: Completeness, reasonableness, competitiveness, transparency, and all-inclusive value of proposed pricing
20%	Technical and Operational Capacity: Fleet, coverage, dispatch, availability, replacement response, and ability to meet the scope
15%	Safety and Regulatory Compliance: Driver qualifications, screening, training, vehicle maintenance, inspections, permits, and safety record, FMCSA SAFER Company Snapshot
10%	Relevant Experience and Past Performance: Comparable student transportation experience, references, reliability, and complaint resolution
15%	Terms and Conditions: Acceptance of the solicitation and Master Charter Bus Agreement and the nature of any exceptions
5%	Responsiveness and Service Coverage: Ability to respond promptly across IDEA's Texas regions, including urgent needs and service disruptions
100%	Total Possible Score

Explanation of Evaluation Criteria:

Cost and Price: Evaluation will consider the completeness, reasonableness, competitiveness, transparency, and overall value of the pricing submitted in **Attachment K**, including base transportation rates and all potential trip-related charges. For Respondents proposing a separate fuel surcharge, IDEA will also evaluate the reasonableness, transparency, and administrative feasibility of the proposed fuel surcharge amount, rate or formula, maximum surcharge, and methodology for corresponding reductions.

Technical and Operational Capacity: Evaluation will consider fleet size and condition, vehicle types and accessibility, geographic coverage, dispatch and communication capabilities, staffing capacity, availability, replacement-vehicle response, and the Respondent's demonstrated ability to meet IDEA's as-needed transportation requirements.

Safety and Regulatory Compliance: Evaluation will consider driver qualifications, screening and testing, safety training, vehicle maintenance and inspection practices, licenses and operating authority, accident and safety history, and compliance with the Master Charter Bus Agreement and applicable law. Evaluation will also consider the Respondent's FMCSA SAFER Company Snapshot, including available inspection results, out-of-service rates, crash information, and safety rating, together with the other safety documentation submitted.

Relevant Experience and Past Performance: Evaluation will consider comparable student or group transportation experience, references, on-time performance, customer satisfaction, safety performance, and the Respondent's history of resolving service failures and complaints. Respondents should utilize Attachment I-Reference Sheet to provide this information.

Terms and Conditions: Evaluation will consider the Respondent's acceptance of the solicitation and IDEA's Master Charter Bus Agreement, including the number, nature, and materiality of any exceptions, modifications, or deviations identified in **Attachment M**. IDEA may consider the potential operational, financial, legal, or administrative impact of requested exceptions.

Responsiveness and Service Coverage: Evaluation will consider the Respondent's ability to provide timely service throughout IDEA's Texas regions, respond to urgent requests and disruptions, and maintain effective communication before, during, and after each trip.

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](#)

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

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

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

Contractual Relationship: Nothing herein shall be construed as creating the relationship of employer or employee between IDEA and the Vendor/Contractor or between IDEA and the Vendor's/Contractor's employees. IDEA shall not be subject to any obligation or liabilities of the Vendor/Contractor or its employees incurred in the performance of the contract and order unless otherwise herein authorized. Neither the Vendor/Contractor nor its employees shall be entitled to any of the benefits established for IDEA employees, nor be covered by IDEA's Workers' Compensation Program.

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

Debarment and Suspension: Neither Vendor/Contractor nor any of its officer, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Vendors/Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If Vendor/Contractor or any of its personnel identified is Debarred or Suspended, they must provide immediate notice to IDEA and IDEA may thereafter suspend or terminate the Agreement as it deems appropriate.

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

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

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

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

Compliance Programs, Equal Employment Opportunity, Department of Labor.

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

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

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

Gratuities: IDEA may, by written notice to Vendor/Contractor, cancel this Agreement without liability to IDEA if it is determined by IDEA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor/Contractor (or any agent or representative of Vendor/Contractor) to any director, officer or employee of IDEA (or to any family member of an IDEA employee, officer or director within the third-degree by affinity or consanguinity under Texas law), unless there is an express written statutory exception for same, or the gift is a documented donation to IDEA. In the event this Agreement is cancelled by IDEA pursuant to this section, IDEA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount or the cost incurred by Vendor/Contractor in providing such impermissible gratuities.

Indemnification: VENDOR/CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS IDEA AND ITS BOARD, OFFICERS, AND REPRESENTATIVES (COLLECTIVELY THE "IDEA INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM VENDOR'S/CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF VENDOR/CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY VENDOR/CONTRACTOR, OR ANYONE FOR WHOSE ACTS VENDOR/CONTRACTOR MAY BE

LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. VENDOR'S/ CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY, AND CANNOT BE WAIVED OR VARIED.

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

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

Interpretation of Evidence: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Contract, the definition contained in the Code is to control.

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

all or any portion of its defense(s), claims, counterclaims, and actions, IDEA shall be entitled to recover its actual attorneys' fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Limitations: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL SYSTEM AND GOVERNMENTAL ENTITY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

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

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

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

No Waiver of Immunity: notwithstanding anything to the contrary in this agreement, vendor/contractor acknowledges, stipulates, and agrees that nothing in this agreement shall be construed as a waiver of any defense available to idea, including but not limited to any sovereign, statutory, and/or governmental immunity available to idea under applicable law.

Payment Terms: Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by IDEA, payment terms shall be thirty (30) days net from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. In accordance with the Board's accounts payable policy, to receive payment for goods provided and/or services rendered, the Vendor/Contractor must submit a

separate invoice, in duplicate, for each purchase order that includes the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

PART VI - SUPPLEMENTAL TERMS AND CONDITIONS

Buy America Act: If the source of funds identified in **Part I, paragraph 3, Funding Authority** for this RFP and resulting Agreement is federal funds, IDEA has a preference to procure goods, products, or materials produced in the United States (2 CFR § 200.322).

Confidential and/or Proprietary Information: The 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 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 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.

Identity Theft Protection: 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 the 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.

Payment and Performance Bonds: If required pursuant to Texas Government Code Chapter 2253 related to performing public works, and prior to commencing any work pursuant to this Agreement or any Purchase Order, the Vendor shall provide Payment and Performance bonds equal to the total cost of the approved project. This shall be at the sole cost and expense of the Vendor.

Privacy of Employee or Student Data: When educational records and Student Data will be utilized under the Agreement, or Employee data may be involved, the following provisions apply, and Vendor 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. **Definition of “Student Data”:** “Student Data” includes all Personally Identifiable Information (“PII”) and other non-public information and includes, but is not limited to, student data, metadata, and user content.
3. **Collection and Use of Student Data:** 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. Vendor is prohibited from mining Student Data for

- any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.
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. **Data De-Identification:** 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. **Marketing and Advertising:** The vendor will not use any Student Data to advertise or market to students or their parents.
 7. **Modification of Terms of Service:** 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.
 9. **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. **Security Controls:** 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. The vendor agrees to share its incident response plan upon request.

PART VII – REQUIRED ATTACHMENTS



ATTACHMENT A

Title Page**RFP 11-CHTRBUS-1226****Texas Charter Bus and Motor Coach Transportation Services District-Wide**

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:** _____**Name:** _____ **Name:** _____**Date of Proposal Submission:** _____



ATTACHMENT B
Vendor Acknowledgement

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

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 posted on IDEA's Procurement & Contract Services page, 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 colluded, 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's 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 Information

Vendor Legal Name: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

Project Contact Person: _____

Contact Phone Number: _____

Contact Email Address: _____

Website Address: _____

Certification

Legal Vendor Name: _____

Signature of Authorized Representative: _____ **Date:** _____

Printed Name and Title of Authorized Representative:



ATTACHMENT C
Evidence of Insurance

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

Evidence of insurance meeting the minimum coverage specified below is required upon proposal submission. **The Additional Insured Endorsement language must name: IDEA Public Schools, 2115 W. Pike Blvd, Weslaco, TX 78596.*

Coverage	Minimum Limits	Endorsements
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 policy aggregate	Additional Insured; primary and non-contributory; waiver of subrogation
Automobile Liability (all owned, hired, and non-owned vehicles used to perform services)	\$1,000,000 per occurrence	Additional Insured; primary and non-contributory; waiver of subrogation
Excess or Umbrella Liability	\$5,000,000 policy aggregate	Additional Insured; primary and non-contributory; waiver of subrogation
Workers' Compensation	Statutory	Waiver of subrogation
Employer's Liability	\$100,000 per occurrence for bodily injury; \$500,000 aggregate	Waiver of subrogation

All required coverage must be issued by an insurer licensed or authorized to do business in Texas and rated A-VIII or better by A.M. Best. Policies must provide 30 days' notice before cancellation or non-renewal (10 days for nonpayment of premium). Coverage requirements are further described in Part II, Insurance Requirements, and Section 10 of the Master Charter Bus Agreement.



IDEA Conflict of Interest Form

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

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 Vendor Name: _____

Signature of Authorized Representative: _____

Date: _____

Printed Name and Title of Authorized Representative:



ATTACHMENT E

Texas Ethics Commission Form CIQ

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

The respondent must fill out the State of Texas Conflict-of-Interest Questionnaire, Form CIQ, and submit it with their proposal. This is a Texas Ethics Commission form and must be obtained directly from the state — it is not reproduced here.

[Download Form CIQ and instructions \(ethics.state.tx.us\)](http://ethics.state.tx.us)

Chapter 176 of the Texas Local Government Code governs this requirement. A vendor must file a completed Form CIQ if the vendor has a business relationship with IDEA and meets the disclosure thresholds in §176.006(a).

Vendor Acknowledgement

- ☐ I have completed and attached Form CIQ to this proposal.
- ☐ Form CIQ is not applicable — no reportable business relationship exists under [Chapter 176](#).

Legal Vendor Name: _____

Signature of Authorized Representative: _____

Date: _____

Printed Name and Title of Authorized Representative:



ATTACHMENT F

Felony Conviction Disclosure Statement

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

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.

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 below

- ☐ This business entity is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ This business entity is not owned nor operated by anyone who has 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 resulting in the conviction of a felony:

Name of Individual: _____

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

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

Vendor Business (DBA) Name: _____

Name of Authorized Company Official (Print): _____

Signature of Company Official: _____ **Date:** _____

Title of Company Official: _____



ATTACHMENT G
Certification Regarding Lobbying

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

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 certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 a Federal contract, grant, loan, or cooperative agreement, or its extension, continuation, renewal, amendment, or modification.
2. If any funds other than Federal appropriated funds have been paid or will be paid for such influencing, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Legal Vendor Name: _____

Signature of Authorized Representative: _____

Date: _____

Printed Name and Title of Authorized Representative:



Contract Provisions for Contracts Involving Federal Funds

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

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 inclusion of the following contract provisions.

- 1. Remedies for Contract Breach or Violations.** Contracts exceeding the simplified acquisition threshold (currently \$250,000) must address administrative, contractual, or legal remedies for breach or violation of contract terms, and provide for appropriate sanctions and penalties.
- 2. Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by IDEA, including the manner of effect and basis for settlement.
- 3. Equal Employment Opportunity.** Federally assisted construction contracts must include the equal opportunity clause under 41 CFR 60-1.4(b), per Executive Order 11246 as amended.
- 4. Davis-Bacon Act.** When required by Federal program legislation, prime construction contracts over \$2,000 must include Davis-Bacon Act wage provisions (40 U.S.C. 3141-3148) and Copeland "Anti-Kickback" Act provisions (40 U.S.C. 3145).
- 5. Contract Work Hours and Safety Standards Act.** Contracts over \$100,000 involving laborers or mechanics must comply with 40 U.S.C. 3702 and 3704 (overtime pay and safe working conditions).
- 6. Rights to Inventions.** Where the award meets the "funding agreement" definition under 37 CFR 401.2(a), recipients must comply with 37 CFR 401 regarding inventions made under federally funded research work.
- 7. Clean Air Act and Federal Water Pollution Control Act.** Contracts and subgrants over \$150,000 must include a provision requiring compliance with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
- 8. Energy Efficiency Standards and Policies.** Contractors must comply with mandatory standards in the state energy conservation plan issued under the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 9. Debarment and Suspension.** Awards must not be made to parties excluded or debarred in the System for Award Management (SAM), per 2 CFR 180.
- 10. Byrd Anti-Lobbying Amendment.** Contractors bidding \$100,000 or more must file the required certification and disclose lobbying with non-Federal funds, per 31 U.S.C. 1352.
- 11. Procurement of Recovered Materials.** IDEA and its contractors must comply with Section 6002 of the Solid Waste Disposal Act regarding procurement of items containing recovered materials.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, and certifies compliance with all provisions noted above.

Legal Vendor Name: _____

Signature of Authorized Representative: _____ **Date:** _____

Printed Name and Title of Authorized Representative:



ATTACHMENT I
Reference Sheet

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

Please list a minimum of three (3) verifiable references of clients/organizations (governments, charter schools, or ISDs) that have used your services. The use of IDEA Public Schools or its affiliates as a reference is not permitted. Preferably, list references for projects completed in the past five (5) years similar to the scope of this Solicitation. New customers from the last year and Texas clients/organizations are preferred. Attach additional pages if needed.

Reference 1

Customer/Client Name: _____ **Dates of Contract:** _____

Street Address / City / State / Zip: _____

Contact Person: _____ **Phone Number:** _____

Email Address: _____

Project Scope: _____

Reference 2

Customer/Client Name: _____ **Dates of Contract:** _____

Street Address / City / State / Zip: _____

Contact Person: _____ **Phone Number:** _____

Email Address: _____

Project Scope: _____

Reference 3

Customer/Client Name: _____ **Dates of Contract:** _____

Street Address / City / State / Zip: _____

Contact Person: _____ **Phone Number:** _____

Email Address: _____

Project Scope: _____



ATTACHMENT J

Litigation, Terminations, Claims

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

Respondent shall list any project completed in the past five (5) years where litigation was filed by a Customer/Client or Organization/Entity against Respondent, the contract was terminated before expiration of term, or insurance claims were reported against Respondent's insurance. Attach additional pages if needed.

Item 1

Customer/Client or Organization/Entity Name: _____

Contact Person: _____ **Phone Number:** _____

Email Address: _____

Brief Description of Event or Issue:

Item 2

Customer/Client or Organization/Entity Name: _____

Contact Person: _____ **Phone Number:** _____

Email Address: _____

Brief Description of Event or Issue:

Item 3

Customer/Client or Organization/Entity Name: _____

Contact Person: _____ **Phone Number:** _____

Email Address: _____

Brief Description of Event or Issue:

☐ I certify that no claims, litigations, or terminations have been filed against my company in the past 5 years.

Signature of Authorized Representative: _____

Date: _____



ATTACHMENT K
Proposed Pricing

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

Respondent must provide a complete pricing/price schedule utilizing **Attachment K**, IDEA's official Proposed Pricing workbook for this solicitation. **Pricing submitted in any other format will not be accepted.** Please indicate “**No Bid**” for items the Respondent does not wish to bid. All potential charges must be disclosed. Charges not identified in the Proposal or an IDEA-approved trip quote may not be invoiced.

Fuel Surcharge Disclosure: Respondent must indicate whether a separate fuel surcharge is proposed. If no separate fuel surcharge is proposed, Respondent must state “**No Separate Fuel Surcharge.**”

If a separate fuel surcharge is proposed, Respondent must identify:

1. The proposed fuel surcharge amount, rate, or calculation formula;
2. Any maximum fuel surcharge or cap; and
3. The methodology by which the surcharge will be reduced or eliminated when the applicable EIA benchmark decreases.

IDEA will establish the baseline fuel price using the **EIA Weekly Gulf Coast (PADD 3) No. 2 Diesel Retail Price** published for the week of the Proposal submission deadline. Fuel price adjustments will be considered when the applicable EIA benchmark increases or decreases by **five percent (5%) or more**, as provided in the Fuel Surcharge and Price Adjustment section of this RFP.

Submission of a proposed fuel surcharge does not constitute IDEA's acceptance or approval of the surcharge or methodology. **No fuel surcharge or fuel-related price adjustment may be invoiced without IDEA's prior written approval.**

No fuel surcharge or fuel-related adjustment may be invoiced without IDEA's prior written approval.

[Download the Attachment K – Proposed Pricing workbook \(ideapublicschools.org, under Open Solicitations\)](http://ideapublicschools.org)

Attach the completed pricing workbook to your proposal along with this cover sheet.

☐ Completed Attachment K pricing workbook is included with this proposal.

Vendor Legal Name: _____

Prepared By: _____

Date: _____



ATTACHMENT L
IRS Form W-9

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

Respondent must complete IRS Form W-9, Request for Taxpayer Identification Number and Certification, and submit it with the proposal. This is an official IRS form and must be obtained directly from the IRS — it is not reproduced here.

[Download IRS Form W-9 \(irs.gov\)](https://irs.gov)

Vendor Acknowledgement

☐ A completed and signed Form W-9 is attached to this proposal.

Vendor Legal Name: _____

Prepared By: _____

Date: _____



ATTACHMENT M

Deviations and Exceptions

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

If the undersigned Vendor intends to deviate from the specifications listed in this solicitation, 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 award decisions and reserves the right to accept or reject any Proposal based on deviations indicated below or in any attachments. 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 solicitation.

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

☐The Respondent hereby declares and represents that it will fully comply except as follows (attach additional pages as needed):

[illegible]

Legal Vendor Name: _____

Signature of Authorized Representative: _____ **Date:** _____

Printed Name and Title of Authorized Representative:



ATTACHMENT N

Certification Regarding Drug-Free Workplace**Solicitation #: RFP #11-CHTRBUS-1226****Solicitation Title:** Texas Charter Bus and Motor Coach Transportation Services District-Wide

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, and pursuant to 2 CFR Part 182.

The undersigned Vendor/Contractor certifies it will provide a drug-free workplace by:

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

Legal Vendor Name: _____**Signature of Authorized Representative:** _____**Date:** _____**Printed Name and Title of Authorized Representative:**



Child Support Certification

Solicitation #: RFP #11-CHTRBUS-1226

Solicitation Title: Texas Charter Bus and Motor Coach Transportation Services District-Wide

Texas Health and Human Services Commission Form 1903, Child Support Certification, must be completed legibly, either handwritten or typed, and signed by a duly authorized representative. Failure to complete this form shall disqualify the Proposal. This is an official Texas HHS form and must be obtained directly from the state.

[Download Form 1903 – Child Support Certification \(hhs.texas.gov\)](https://hhs.texas.gov)

Vendor Acknowledgement

☐ A completed and signed Form 1903 is attached to this proposal.

Vendor Legal Name: _____

Prepared By: _____

Date: _____

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: Campuses to be Serviced

This appendix lists IDEA Public Schools' current Texas campuses and locations. During the contract term, IDEA may add or remove campuses and locations as sites open, close, or relocate. Services may be requested for any IDEA Texas campus or location, including those added during the contract term, subject to the contract's terms and pricing.

Name	Address
AUST, Bluff Springs, Academy, 1025	1700 E SLAUGHTER LN, AUSTIN, TX, 78744
AUST, Health Professions, Academy, 1046	5816 WILCAB RD, AUSTIN, TX, 78721
AUST, Kyle, Academy, 1034	640 PHILOMENA DR, KYLE, TX, 78640
AUST, Montopolis, Academy, 1015	1701 VARGAS RD, AUSTIN, TX, 78741
AUST, Parmer Park, Academy, 1045	1438 E YAGER LN, AUSTIN, TX, 78753
AUST, Pflugerville, Academy, 1033	1901 E WELLS BRANCH PKWY, PFLUEGERVILLE, TX, 78660
AUST, Round Rock Tech, Academy, 1052	3301 GREENLAWN BLVD, ROUND ROCK, TX, 78664
AUST, Rundberg, Academy, 1021	9504 N INTERSTATE 35 FRONTAGE RD, AUSTIN, TX, 78753
ELPA, Edgemere, Academy, 1036	15101 EDGEMERE BLVD, EL PASO, TX, 79938
ELPA, Horizon Vista, Academy, 1053	201 HORIZON CROSSING ST, HORIZON CITY, TX, 79928
ELPA, Mesa Hills, Academy, 1039	405 WALLENBERG DR, EL PASO, TX, 79912
ELPA, Mesquite Hills, Academy, 1063	11881 DYER ST, EL PASO, TX, 79934
ELPA, Rio Vista, Academy, 1035	210 N RIO VISTA RD, SOCORRO, TX, 79927
FTWR, A.W. Brown, Academy, 1070	5701 Red Bird Center Drive, DALLAS, TX, 75237
FTWR, Achieve, Academy, 1041	1900 THOMAS ROAD, HALTOM CITY, TX, 76117
FTWR, Edgecliff, Academy, 1054	1640 ALTAMESA BLVD, FORT WORTH, TX, 76134
FTWR, Rise, Academy, 1040	3000 S CHERRY LANE, FT WORTH, TX, 76116
FTWR, Southeast, Academy, 1065	2935 E SEMINARY DR, FORT WORTH, TX, 76119
HOUS, Hardy, Academy, 1056	1930 LITTLE YORK RD, HOUSTON, TX, 77093

HOUS, Lake Houston, Academy, 1066	5627 S LAKE HOUSTON PARKWAY, HOUSTON, TX, 77049
HOUS, Yellowstone	3000 Trulley St, Houston, TX 77004
HOUS, Spears, Academy, 1055	2010 SPEARS RD, HOUSTON, TX, 77067
PERM, Henry, Academy, 1083	5820 BRIARWOOD AVE, MIDLAND, TX, 79707
PERM, Lopez, Academy, 1068	3401 W 5TH STREET, ODESSA, TX, 79763
PERM, Yukon, Academy, 1067	7300 E YUKON RD, ODESSA, TX, 79762
RGVR, Alamo, Academy, 1007	325 E FM 495, ALAMO, TX, 78516
RGVR, Brownsville, Academy, 1012	4395 PAREDES LINE RD, BROWNSVILLE, TX, 78526
RGVR, Donna, Academy, 1001	401 S 1ST ST, DONNA, TX, 78537
RGVR, Edinburg, Academy, 1009	2753 N ROEGIERS RD, EDINBURG, TX, 78541
RGVR, Elsa, Academy, 1037	411 S FANNIN ST, ELSA, TX, 78543
RGVR, Frontier, Academy, 1003	2800 S DAKOTA AVE, BROWNSVILLE, TX, 78521
RGVR, Harlingen, Academy, 1048	24240 CHESTER PARK RD, HARLINGEN, TX, 78552
RGVR, La Joya, Academy, 1057	725 E EXPRESSWAY 83, LA JOYA, TX, 78560
RGVR, Los Encinos, Academy, 1044	5400 S WARE RD, MCALLEN, TX, 78503
RGVR, McAllen, Academy, 1011	201 N BENTSEN RD, MCALLEN, TX, 78501
RGVR, Mission, Academy, 1004	1600 S SCHUERBACH RD, MISSION, TX, 78572
RGVR, North Mission, Academy, 1022	2706 N HOLLAND AVE, MISSION, TX, 78572
RGVR, Owassa, Academy, 1038	1000 E OWASSA RD, PHARR, TX, 78577
RGVR, Palmview, Academy, 1049	4100 N SCHUERBACH RD, MISSION, TX, 78572
RGVR, Pharr, Academy, 1008	600 E LAS MILPAS RD, PHARR, TX, 78577
RGVR, Quest, Academy, 1002	14001 N ROTH RD, EDINBURG, TX, 78541
RGVR, Rio Grande City, Academy, 1026	2803 W MONARCH LN, RIO GRANDE CITY, TX, 78582
RGVR, Riverview, Academy, 1020	30 PALM BLVD, BROWNSVILLE, TX, 78520
RGVR, Robindale, Academy, 1042	3802 E RUBEN M TORRES SR. BLVD, BROWNSVILLE, TX, 78521

RGVR, San Benito, Academy, 1005	2151 RUSSELL LN, SAN BENITO, TX, 78586
RGVR, San Juan, Academy, 1006	600 E SIOUX RD, SAN JUAN, TX, 78589
RGVR, Sports Park, Academy, 1043	6650 OLD ALICE RD, BROWNSVILLE, TX, 78526
RGVR, Toros, Academy, 1031 (No Use)	3300 E TEXAS RD, EDINBURG, TX, 78542
RGVR, Tres Lagos, Academy, 1030	5200 TRES LAGOS BLVD, MCALLEN, TX, 78504
RGVR, Weslaco Pike, Academy, 1018	1000 E PIKE BLVD, WESLACO, TX, 78596
RGVR, Weslaco, Academy, 1010	2931 E SUGAR CANE DR, WESLACO, TX, 78599
SATN, Brackenridge, Academy, 1028	5555 OLD PEARSALL RD, SAN ANTONIO, TX, 78242
SATN, Burke, Academy, 1047	10434 MARBACH ROAD, SAN ANTONIO, TX, 78245
SATN, Carver, Academy, 1013	217 ROBINSON PL, SAN ANTONIO, TX, 78202
SATN, Converse, Academy, 1051	5490 FM 1516 N, CONVERSE, TX, 78109
SATN, Eastside, Academy, 1019	2519 MARTIN LUTHER KING DR, SAN ANTONIO, TX, 78203
SATN, Ewing Halsell, Academy, 1029	2523 W ANSLEY BLVD, SAN ANTONIO, TX, 78224
SATN, Hidden Meadow, Academy, 1050	10138 CULEBRA RD , SAN ANTONIO, TX, 78250
SATN, Ingram Hills, Academy, 1032	3115 MAJESTIC DR, SAN ANTONIO, TX, 78228
SATN, Judson, Academy, 1023	13427 JUDSON RD, SAN ANTONIO, TX, 78233
SATN, Mays, Academy, 1024	1210 HORAL DR, SAN ANTONIO, TX, 78245
SATN, Monterrey Park, Academy, 1016	222 SW 39TH ST, SAN ANTONIO, TX, 78237
SATN, Najim, Academy, 1027	926 S WW WHITE RD, SAN ANTONIO, TX, 78220
SATN, Robinson, Academy, 1059	10170 KRIEWALD, SAN ANTONIO, TX, 78245
SATN, South Flores, Academy, 1014	6919 S FLORES ST, SAN ANTONIO, TX, 78221
SATN, Walzem, Academy, 1017	6445 WALZEM RD, SAN ANTONIO, TX, 78239

Appendix B: Master Charter Bus Agreement

MASTER CHARTER BUS AGREEMENT BETWEEN IDEA PUBLIC SCHOOLS AND [VENDOR NAME]

1. INTRODUCTION

- 1.1. This Master Charter Bus Agreement (“**Agreement**”) is entered into by and between **IDEA Public Schools**, a non-profit corporation and open-enrollment charter school organized and existing under the laws of the State of Texas (“**IDEA**”), and **[Vendor Name]** (“**Charter**”). IDEA and Charter are each a “**Party**” to this Agreement and are referred to collectively as the “**Parties**.”
- 1.2. This Agreement is a master agreement for the provision of charter bus services for charter bus services for events for which IDEA may utilize Charter’s services.
- 1.3. IDEA may engage Charter’s charter bus services at any time during the Term of this Agreement, as that term is defined in Section 4.1 below and as more particularly described herein (the “**IDEA Engagement**”).
- 1.4. As a part of the IDEA Engagement, Charter has delivered a form of quote for use with this Agreement, which contains written specifics regarding the cost and rules of the use of Charter’s bus for specific events set forth therein, attached hereto as Schedule 1 (the “**Quote Form**”). If, at any time, Charter revises the Quote Form after the Effective Date of this Agreement, IDEA will not be bound to the terms of any revised quote form until such time as the Parties execute an Amendment to this Agreement with a copy of the new quote form attached and approved by both Parties.

2. INDEPENDENT CONTRACTOR

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

3. CHARTER'S RESPONSIBILITIES AND REPRESENTATIONS

Charter warrants the following:

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

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

- 3.14.5.** Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering student transportation regulated by those agencies.

4. TERM AND TERMINATION

4.1 This Agreement shall begin on _____, 20__ (“**Effective Date**”) and terminate on the date that is twelve (12) months from the Effective Date (“**Termination Date**”) (the “**Term**”). This Agreement may be renewed for up to four (4) additional twelve (12) month terms (each a “**Renewal Term**”).

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

5. TRIP CANCELLATION BY SCHOOL

In such cases where it is necessary for IDEA to cancel a scheduled trip, due to unforeseen circumstances, IDEA personnel will strive to notify Charter as soon as possible. In cases where cancellation of a trip occurs at least seventy-two (72) hours before embarkation or before the driver has been dispatched, there will be no trip and/or penalty charges assessed against IDEA. For less than seventy-two (72) hour notification, any penalty charges assessed will not exceed the cost of the planned trip.

6. TARDINESS AND ADDITIONAL EXPENSES

Should Charter arrive more than one (1) hour behind schedule, all charges connected with alternate arrangements, either made by IDEA personnel or Charter, will be the responsibility of Charter.

Charter shall be responsible for any additional costs incurred by IDEA due to Charter’s failure to provide the services in accordance with this Agreement, including but not limited to, breach of any warranty or representation set forth in this Agreement, mechanical failure, or tardiness.

7. COMPLIANCE WITH LAW

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

8. LIMITATION OF LIABILITIES

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

9. INDEMNIFICATION

CHARTER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS IDEA AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE “IDEA INDEMNITEES”) IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CHARTER’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF CHARTER, ANYONE DIRECTLY EMPLOYED BY CHARTER, OR ANYONE FOR WHOSE ACTS CHARTER MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. CHARTER’S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE ON INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

10. INSURANCE

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

- 10.1. Insurer Ratings:** The required insurance shall be underwritten by an insurer licensed or authorized to do business in Texas and rated by A.M. Best Company as “A-VIII” or better.
- 10.2. Cancellation, Non-Renewal Notifications:** Each policy shall contain a valid provision or endorsement requiring notification to IDEA in the event any of the required policies are to be cancelled or non-renewed before the expiration date thereof. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Charter shall provide written notice of cancellation, non-renewal or reduction in limits to IDEA by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s).
- 10.3. Minimum Requirements:** The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Charter. Charter shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- 10.4. Proof of Insurance:** Charter certifies to provide an Accord 25 Form/(Certificate of Insurance) as evidence of insurance coverage under this Agreement, complies with all insurance requirements in this Agreement.

- 10.5. Workers' Compensation/Employer's Liability:** Charter shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of at least \$100,000 per occurrence for each bodily injury claim and \$500,000 aggregate for all bodily injuries.
- 10.6. Automobile Liability:** Charter shall maintain Automobile Liability coverage with limits of at least \$1,000,000 per occurrence. Applicable to all owned, hired, and non- owned vehicles used in performing services under this Agreement.
- 10.7. Commercial General Liability:** Charter shall maintain Commercial General Liability coverage with limits of at least \$1,000,000 for each occurrence, and \$2,000,000 policy aggregate.
- 10.8. Excess/Umbrella Liability:** Charter shall maintain Excess or Umbrella Liability coverage with limits of \$5,000,000 policy aggregate.
- 10.9. Other Insurance Provisions Additional Insured Status:** For Commercial General Liability, Auto Liability, Excess or Umbrella Liability, Charter's insurer(s) shall name IDEA Public Schools as Additional Insured.
- 10.10. Waiver of Subrogation:** For coverages required under this Agreement, Charter's insurer (s) shall waive subrogation rights against IDEA's Primary Coverage. For claims related to this Agreement, Charter's insurance coverage shall be primary and non- contributory with other coverage maintained by the IDEA.

11. RECORDS

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

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

12. GENERAL PROVISIONS

12.1. ASSIGNMENT

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

12.2. PAYMENT TERMS

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

12.3. INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT

Pursuant to Texas Family Code § 231.006(d), regarding child support, Charter certifies that Charter is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

12.4. REPRESENTATIONS AND WARRANTIES BY CHARTER

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

12.5. TAX EXEMPTION

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

12.6. ENTIRE AGREEMENT; MODIFICATIONS

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

In the event of a conflict between the terms of this Agreement and the Quote, the provisions of this Agreement shall prevail.

12.7. FORCE MAJEURE

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

12.8. LAW OF STATE TO GOVERN

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

12.9. WAIVERS

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

12.10. BINDING EFFECT

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

12.11. SEVERABILITY

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

12.12. ENFORCEMENT

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

12.13. COUNTERPARTS

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

12.14. CONFLICT OF INTEREST

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

12.15. TEXAS PUBLIC INFORMATION ACT

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

12.16. CONFIDENTIALITY

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

12.17. LIMITATIONS

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF IDEA (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON IDEA'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON IDEA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

12.18. PUBLICITY

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

12.19. IMMUNITY

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

12.20. STUDENT INFORMATION

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

12.21. BACKGROUND CHECKS

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

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

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

12.23. SUBCONTRACTS

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

12.24. CANCELLATION

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

damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

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

IDEA PUBLIC SCHOOLS

(Printed Name and Title)

(Date)

[VENDOR NAME]

(Signature)

(Date)

(Printed Name and Title)

Schedule 1

Form of Quote – Approved by both Parties upon Effective Date of this Agreement

See Attached Quote Form

Schedule 1 consists of Vendors sample blank trip quote form/template. Any later revision to either requires a written amendment as provided in Section 1.4.

Schedule 2

Criminal History Review of Contractor Employees

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

Definitions:

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

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

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

All contractors must work with IDEA to comply with the requirements of Texas Education Code § 22.0834 prior to beginning services to IDEA.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Please complete the information below:

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

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

Or

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

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

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

Signature of Contractor Representative

Date

Appendix C: RFP Completion Checklist

The documents below are required for proposal submission to be considered complete. Failure to submit the required documents may result in a proposal being deemed nonresponsive.

- ☐ Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
- ☐ Attachment B – Vendor Acknowledgement
- ☐ Attachment C - Evidence of Insurance
- ☐ Attachment D – IDEA Conflict of Interest Form
- ☐ Attachment E – Texas Ethics Commission Form CIQ
- ☐ Attachment F – Felony Conviction Disclosure Statement
- ☐ Attachment I – Reference Sheet
- ☐ Attachment J – Litigation, Terminations, Claims
- ☐ Attachment K – Proposed Pricing
- ☐ Attachment L – IRS Form W-9
- ☐ Attachment M— Deviations and Exceptions
- ☐ Attachment N – Certification Regarding Drug-Free Workplace
- ☐ Attachment O – Child Support Certification
- ☐ Appendix A – Campuses to be served
- ☐ Appendix B – Completed Master Charter Bus Agreement including Schedule 1 sample blank trip quote form and signed Schedule 2 Criminal History Review.
- ☐ Appendix C – RFP Completion Checklist
- ☐ SAFER Company Snapshot- Respondents must submit a current FMCSA SAFER Company Snapshot for the motor carrier proposed to perform the transportation services, identifying its legal name and USDOT number. Include the date the snapshot was retrieved. If a snapshot is unavailable, provide a written explanation and supporting registration and safety documentation. IDEA may independently verify the information during evaluation and before services are performed.

- ☐ By selecting this checkbox, the vendor acknowledges and agrees to the terms and conditions outlined in this solicitation document.

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 the 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/>. 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