

Solicitation Number #1-RFP-TRNSP

Calendar of Events

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

Open Solicitation: September 1th

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

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

Deadline for Responses to Questions: September 21st, 2022, at 1:00 pm CST

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An RFP packet will be available at link <https://ideapublicschools.org/our-story/finance-budget/>. The vendor is responsible for obtaining any updates or amendments to the RFP from the website. **The deadline for submitting proposals for this RFP is Friday , September 30th, 2022, at 9:00 AM CST.**

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

If you have any questions regarding this RFP process, please contact the Assistant Director of Procurement, Mia Harris, at solicitations@ideapublicschools.org. Bids must be delivered to IDEA Greater Cincinnati, Inc, care of IDEA Public Schools, 21155 W. Pike Blvd. Weslaco, TX 78596 and/or received via the web-based software [Tyler Munis](#) prior to this deadline to the address or link noted above. There will be no exceptions. **Bids received after the deadline will not be considered for this procurement.**

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- a. IDEA reserves the right to cancel any resulting contract due to unacceptable prices variances from the price agreed upon through this RFP. The contracted vendor shall provide advance notice/notification when an increase in price occurs for an item. This will allow IDEA an opportunity to search and approve a substitute item of equal or greater quality.
- b. All pricing and any award under this RFP shall be available for all IDEA departments and divisions and any other entity purchasing through IDEA

A Pre-Submittal conference call will be held on **Friday, September 23rd, 2022 @ 9:00 AM – 9:30 AM CST**, during which time any questions regarding the RFP will be answered. The conference call will be held via web on <https://bluejeans.com/538019293/1870> or join via phone: [+1-888-240-2560](tel:+18882402560) (Conference ID: 538 019 293) Participant Passcode: 1870 Attendance is not mandatory.

Respondents who are eligible to meet the technical specifications for quality and other terms of this bid package, and who are not debarred and/or suspended from conducting business with local, federal and state funded agencies and are registered to do business in the State of Ohio with the Ohio Secretary of State are invited to respond. A prospective respondent must affirmatively demonstrate respondent's registration. A prospective respondent, by submitting a bid, represents to IDEA that it meets the following requirements:

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

Vendor shall provide information on any costs that IDEA may incur related to the requested services. Vendor must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services requested herein. Vendor will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If Vendor does not expect IDEA to incur any costs, the Proposal shall state "No costs to IDEA."

IDEA is **exempt from federal excise tax, state, and local tax**. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.

- 4) IDEA assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a bid or any amendments or addenda, participating in pre-bid conferences, interviews, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a Contract/Agreement pursuant to this RFP.
- 5) All prices in Vendor's proposal should remain firm for the Term of the Agreement. Any price changes shall be presented to IDEA, for acceptance or rejection by IDEA, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by the IDEA prior to

agricultural commodities must be domestic and for foods that are processed, they must be processed domestically using agricultural food components that are comprised of over 51% domestically grown items, by weight or volume. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are considered domestic products under this provision as these products are from the territories of the United States. The product label must designate the United States, or its territories, as the country of origin. IDEA requires Vendor to certify compliance with the Buy American provision, as defined in 7 CFR § 210.21(d).

- 9) Vendors shall provide certification of the domestic content in the parts, components, and other elements contained in the product, including specific information about the percentage of U.S. content from the supplier (i.e., manufacturer or distributor). In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American provision, or applicability of an exception to the Buy American provision, IDEA may decide not to purchase from Vendor. IDEA may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirement. **Any exception to the Buy American Provision must be explicitly stated on the deviations of this proposal and include the country of origin, and percent (%) of U.S. content for each item.** Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved by IDEA upon request. To be considered for an alternative or exception, the request must be submitting in writing to a designated official of IDEA in advance of delivery; IDEA may set a deadline for such requests to be submitted by Vendor. The request must include:
- a. Alternative substitute(s) that are domestic and meet the required specifications:
 - i) Price of the domestic food alternative substitute(s); and
 - ii) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 - b. Reason for exception: limited/lack of availability or price (include price):
 - iii) Price of the domestic food product; and
 - iv) Price of the non-domestic product that meets the required specification of the domestic product.

See 7 CFR § 210.21(d), and USDA-FNS memo SP 38-2017 Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program. The Buy American provision applies to all purchases made with School Nutrition Program (SNP) funds.

10)

local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by IDEA. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order

- 11) IDEA reserves the right to accept or reject any or all proposals received or to cancel or extend in part or its entirety, this RFP, or make multiple or partial awards.
- 12) Award of purchase agreement or contract shall be made to a responsible offeror whose proposal is most advantageous to IDEA, with price and other factors considered.
- 13) When submitting bids, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deli Tw93.5 (T4 ()]TJ0Tw -3

response to this RFP, award or administration of a contract issued pursuant to this RFP if a conflict of interest exists, real or apparent.

- 21) **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with members

ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE INDEFINITELY AND CANNOT BE WAIVED OR VARIED.

26) GRATUITIES: IDEA may, by written notice to the Contractor, cancel any agreement without

(lower right-hand side).

32) ADVERTISING: The Contractor shall not advertise or publish, without IDEA's prior consent, the fact that IDEA has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

33)

- (more than one time);
- f. Failure to provide, within a reasonable time and where required by the Agreement, information reasonably requested by IDEA including, but not limited to, information requested of these Terms and Conditions
 - g. Selling non-awarded goods or services to IDEA under this Agreement;
 - h. Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to IDEA unless caused by a Force Majeure event.
 - i. Failure to meet schedules, deadlines and/or delivery dates within the time specified in this Agreement, the procurement solicitation and/or a purchase or work order;
 - j. Otherwise fail to perform in accordance with this Agreement and/or the procurement solicitation

If it is determined that tax was included in the cost figures, it will not be included in the tabulation of any awards.

2.9 ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS

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

IDEA Greater Cincinnati, Inc.
C/O IDEA Public Schools
Attn. Purchasing Department
2115 W. Pike Blvd
Weslaco, TX 78596

2.10 RESPONSIVE/RESPONSIBLE RESPONDENTS

IDEA staff will review the proposals received to determine if they are responsive. For proposals to be considered responsive and to be evaluated for selection, the following requirements must be met:

1. The proposals must have been submitted by the due date and time.
2. The proposals must be complete with the original signatures in blue ink.
3. The proposals must be for the specific services requested and described in the RFP Packet.
4. The proposals must be submitted in the format described in the RFP Packet.
5. If Mailed in One original (in blue ink and marked original) One Electronic Copy must be submitted.
6. Electronic format on a USB flash drive. The electronic version shall be one file that replicates your original proposal including the required signatures. **NOTE:** Do not send individual files of each section or page of your proposal as the electronic version.

2.11 COMPETITIVE SELECTION OF RESPONSIBLE RESPONDENTS

This is a negotiated procurement and as such, award will not necessarily be made to the lowest priced proposal. Award will be made to the partner submitting the best responsive proposal satisfying IDEA's requirements, price, and other factors. If one vendor cannot meet the requirements outlined in this document, the award may be divided among several qualified vendors.

Proposals will be evaluated on criteria deemed to be in IDEA's best interest, including but not limited to:

- Purchase price
- The reputation of the vendor and the vendor's goods and services
- The quality of the vendor's goods and services
- The extent to which the vendor's goods and services meet the needs of IDEA
- Vendor's past relationship, if any, with IDEA or other charter schools
- Long term cost to IDEA

Vendor's principal place of business

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

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

RFP/RFQ Timeline

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

1. Page/Items to return/include.

- ¾ **Title Page-** Respondents must complete the Title Page and include it as the cover sheet for proposals submitted in response to this RFP
- ¾ **Vehicle Pricing Information-** Respondents must provide all vehicle information including the qty available and lead time.

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

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

VENDOR CERTIFICATION/ACCEPTANCE

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

SPECIAL NOTES:

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

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Enter the Respondent's firm's name and address below.

Name of Firm: _____

Name of Respondent: _____

Street Address: _____

City, State & Zip Code: _____

Taxpayer Identification Number: _____

1. Ownership: Proposal must include name and Social Security Number of each person with at least 25% ownership of the business entity submi____im3 (s2o.)TjE5_sh Tw16 hi sow1-0.00.1 23(ent)3.6 (i)1.4 (t)3BDC 5_____

forms must be signed and completed.

1. Attachment A - Certification of Respondent
2. Attachment B – Certification Regarding Clean Air and Water Acts
3. Attachment C – Certification Regarding Work Hours & Safety Standards
4. Attachment D – Certification Regarding Davis-Bacon Act
5. Attachment E - Certification Regarding Drug-Free Workplace
6. Attachment F – Conflict of Interest Questionnaire
7. Attachment I- Certification Regarding Lobbying
8. Attachment J- Certification Regarding Debarment or Suspension
9. Attachment K – Deviations and Exceptions Form
10. Attachment L – Terms and Conditions for Contracts Paid with Federal Funds
11. Attachment M – Reference Sheet
12. Attachment N – Vendor Pricing
13. Attachment O- Respondent's W-9
14. Attachment P- Proof of Insurance or Bonding
15. Attachment Q- Vendor Packet
16. Exhibit B- Sample Independent Contractor Agreement (Not Required)

ATTACHMENT "A"

CERTIFICATION OF RESPONDENT

I, the undersigned, submit this quote/bid and have read the specifications, terms and conditions, which are a part of this solicitation. My signature also certifies that I am authorized to submit this quote/bid. Sign as a representative for the firm, and carry out services solicited in this solicitation:

Signature of Authorized Agent:

Printed Name and Title of Agent:

Name of Firm:

Address:

Telephone Number:

FAX Number:

Contact Person:

Email Address (if applicable):

Web Site Address (if applicable):

ATTACHMENT "B"

CERTIFICATION REGARDING CLEAN AIR AND THE FEDERAL WATER POLLUTION CONTROL ACT

This certification is required by the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The undersigned contractor certifies that it will comply with the clean air and federal water pollution control act:

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
- The contractor agrees to report each violation to the United States Department of Agriculture and understands and agrees that the United States Department of Agriculture will, in turn, report each violation as required to assure notification to the Environmental Protection Agency (EPA).
- The contractor agrees to include these requirements in each subcontract exceeding \$1,500,000 financed in whole or in part by the United States Department of Agriculture.
- The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- The contractor agrees to report each violation to the United States Department of Agriculture and understands and agrees that the United States Department of Agriculture will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Environmental Protection Agency.
- The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with funds from the United States Department of Agriculture.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Bidder's Initials: _____

ATTACHMENT "C"

CERTIFICATION REGARDING WORK HOURS AND SAFETY STANDARDS

Bidder's Initials: _____

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

Name of Organization/Firm

Bidder's Initials: _____

ATTACHMENT "E"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution,

Bidder's Initials: _____

ATTACHMENT "F"

CONFLICT OF INTEREST QUESTIONNAIRE

Instruction to respondent: The Ohio Ethics conflict of interest statement below must be signed by a duly authorized representative of Respondent . Failure to complete this form pursuant to this and other instructions shall disqualify the proposal.

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

- No manager, employee or paid consultant of Vendor is a member of the IDEA Board of Directors or an employee of IDEA, IPS Enterprises, LLC, or IDEA Public Schools
- No manager or paid consultant of Vendor is an immediate family member of a public official of IDEA, IPS Enterprises, LLC, or IDEA Public Schools or an employee of IDEA.
- No public official of IDEA, or employee of IDEA is a manager or paid consultant of Vendor, or has a prohibited financial or fiduciary interest in the Vendor
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor any employee of IDEA owns or controls more than 10% in Vendor.
- Neither any member of the IDEA Board of Directors, IDEA's Chief Executive officer, nor any employee of IDEA receives compensation from Vendor for lobbying activities.
- Vendor has disclosed within the Proposal any interest, fact or circumstance which does or may create 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 the contract.

Vendor Name

Signature: _____

Bidder's Initials: _____

ATTACHMENT "J"

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Pursuant to Executive Orders 12549 and 12689 and the implementing federal regulations in Parts 180 and 200 of Title 2 of the Code of Federal Regulations relating to debarment and suspension, IDEA is prohibited from contracting with parties that are suspended or debarred or whose owner(s), member(s) and/or principal(s) and certain employees are suspended or

ATTACHMENT “K” – Deviations and Exceptions

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of Respondent must sign this form in blue ink. On this form, identify and describe any deviations and exceptions to the terms, conditions, specifications, or other requirements of the RFP. If necessary, attach additional pages. IDEA reserves the right to accept or reject any proposal based upon any deviation(s) or exception(s) identified hereon or any other modification of the RFP.

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

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

I, the undersigned agent for _____ (“Respondent”), certify that Respondent will fully comply with the terms, conditions, specifications and other requirements

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

Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in

- I. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- J. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

- K. Procurement of Re ti776 -2.245 T61 (776 -2-1.8 ((P)Tj or)0.7 (es)1 (776-1.7lm)3.3 (b7

ATTACHMENT "M" – Reference Sheet

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

1. _____
Company Name

Street Address	City	State	Zip
----------------	------	-------	-----

Contact Person	Phone Number	E 2.6 ()-7,C -43.370.5	Sd5 ()4 (yE
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3. _____
Company Name

Street Address City State Zip

Contact Person Phone Number Email Address

Project Scope

Dates of Contract

4. _____
Company Name

Street Address City State Zip

Contact Person Phone Number Email Address

Project Scope

Dates of Contract

ATTACHMENT "N" – Vendor bP3 (endd((i)-5)T(cingJ0 Tc 0 TTjEMC /P A/CID

ATTACHMENT “O” – Respondents’ W-9

The W-9 is an official form furnished by the IRS for employers or other entities to verify the name, address, and tax identification number of an individual receiving income. The information taken from a W-9 form is often used to generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill-out the W-9 and submit with their proposal.

ATTACHMENT "P" – Proof Of Insurance Or Bonding

Please provide proof of insurance or bonding.

Exhibit 2 – Payment Schedule

Contractor agrees to maintain a time log to support time spent on daily and hourly-rate services,

Exhibit 3 – Criminal History Review of Contractor Employees

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

Definitions:

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

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

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

Any contractor seeking to enter into a service agreement with IDEA must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to beginning services. Contractors who fail to follow this process will not be allowed to provide services to IDEA.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Please complete the information below:

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

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

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

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

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

Signature of Contractor Official

Date

Exhibit 4 – Debarment or Suspension Certificate

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

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

Exhibit 5 – Contract Provisions; Contracts Involving Federal Funds

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

1. _____ . Contracts for more than the simplified acquisition threshold currently set at \$150,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2.

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

