

REQUEST FOR PROPOSAL

Student Transportation Services



ACADEMY OF
VISUAL
& Performing Arts

Academy of Visual and Performing Arts

1150 South Fwy
Fort Worth, TX 76104

May 15, 2023

Prepared By:

Academy of Visual and Performing Arts Central Management Office

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RFP Specifications - Student Transportation Services

1. STATEMENT OF PURPOSE

Academy of Performing and Visual Arts, (the “School”, “AVPA Schools”, or “AVPA”) is a (6th - 12th) grade public open-enrollment charter school that will operate at 305 W. Broadway Ave Ft Worth TX 76104 for the 2023-2024 school year. AVPA is in the need of a qualified contractor to provide the management, expertise, the necessary regular and standby drivers, buses, routing, dispatch, vehicle maintenance, driver training, and safety personnel to operate the School’s student transportation services operation and is accepting proposals in response to this Request of Proposal (“RFP”).

AVPA’s goal is to:

- Initiate a negotiated contract for the vendor to provide student transportation services to and from school using vendor-owned buses
- Serve as a school partner by working effectively with students, parents, and the campus community in providing quality and courteous transportation services
- Support the campus community by teaching and promoting transportation safety while transporting students to and from school

The objective of this Request for Proposal is to locate a vendor that will provide the best overall value to AVPA. While price is a significant factor, other criteria will form the basis of our award decisions, as more fully described in the Evaluation Factors section of this Request for Proposal below.

2. BACKGROUND INFORMATION

Academy of Visual and Performing Arts is a non-profit charter school that is serving primarily low-income students in neighborhoods where access to excellent schools is limited.

AVPA is opening its first middle school in the Southeast Ft. Worth community in Fort Worth, Texas. AVPA in its first year will serve approximately 320 students from 6 through 7th grade. The School will grow to have 2 campuses serving nearly 1,200 students through 12th grade by 2029.



3. PROJECT DESCRIPTION & TIMELINE

The purpose of this project is as follows:

Academy of Visual and Performing Arts is a new charter school within the Fort Worth community, seeking to establish student transportation services.

Proposal Selection Timeline

Advertisement of Proposals/Proposal Opening	May 15 - June 2, 2023
Submission Deadline	Jun. 2, 2023
Committee Review.....	Jun. 5 - 16, 2023
Recommendation to Board/Contract Award.....	Jun. 22, 2023
Contract to Begin Services.....	Aug. 14, 2023

AVPA - Texas is seeking to maximize transportation availability to increase student enrollment and provide a safe transition to and from school for all students.

The description of the project is as follows:

The awarded contractor will include the following within the contract terms and cost:

- Jul 1, 2023 - Jul 31, 2023: Assist the School with route development
- Jul 15, 2023 - Jul 31, 2023: Bus driver hiring, training, and route adjustments
- Aug. 1, 2023: 95% of final routes developed and shared with the school community
- Aug. 14, 2023: Anticipated first day of school (*bus routes begin*)

Based on current enrollment interest, the awarded contractor will assist the School in constructing routes that potentially include the following stops with the addition of further stops/routes based on actual student enrollment. AVPA reserves the right to adjust stops/routes if necessary, contingent on actual enrollment at any time.

The ideal bus route, inclusive of all stops, will require bus riders to be on a bus no longer than 45 minutes to and from school.

Anticipated School Bell Schedule:

Morning Bell to Begin Class: 7:45am Dismissal Bell: 4:30pm

Anticipated School Days: 180 days

Anticipated Bus Needs:

4 routes accommodating 75 seat buses (1 Bus per 100 Students) within the following prioritize zip codes for the following: 76104, 76105, 76102, 76103, 76104, 76105, 76110, 76112, 76115, 76116, 76119, 76123, 76133, 76134 and 76140

The bus stops will be configured based on actual student enrollment.



4. TERMS AND CONDITIONS

By submitting a proposal in response to this solicitation, the Proposer agrees to the following terms and conditions of service to School:

1. DEFINITION OF KEY TERMS:

CONTRACTOR/VENDOR - Successful Proposer

PROPOSAL - Detailed information provided by a Proposer and required by this RFP, outlining the manner in which Proposer intends to provide pupil transportation services to the school.

PROPOSER/BIDDER – A qualified company, experienced in the area of school bus operations that elects to provide the School a proposal for providing pupil transportation services.

SCHOOL – Academy of Visual and Performing Arts
1st campus - Opening Fall 2023 ~ serving approximately 320 students
2nd campus - Opening Fall 2025 ~ serving approximately 1,200 students combined

TERM

The initial term of the awarded contract shall begin on August 14, 2023, and end on June 30, 2023. The contract may be extended for up to two additional one-year terms at the discretion of AVPA. Additional routes and/or additional schools may be added to the contract by mutual written agreement of the parties.

GENERAL TERMS

The terms and conditions set forth in this section apply to this RFP and form a part of the resulting contract documents.

1. Academy of Visual and Performing Arts Reservations of Rights

Any proposal not providing the required information, or not conforming to the format specified in this RFP, may be disqualified on that basis.

- AVPA reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all proposals with or without cause.
- AVPA further reserves the right to waive any irregularity or informality in the RFP process or any proposal.
- AVPA further reserves the right to make corrections or amendments due to errors identified in proposals by AVPA or the proposer.



- AVPA further reserves the right to modify and/or amend the final contract in negotiation with the contractor.
 - AVPA further reserves the right to select one or more contractors to perform the services.
 - AVPA further reserves the right to only make renewals via written agreement between AVPA and the vendor.
2. **Public Record:** All Proposals become the property of AVPA. As a governmental entity, the Texas Public Information Act applies to this solicitation. Accepted proposals and any subsequent award will generally be a public record. Proprietary material must be clearly marked as such.
 3. **Supplemental Information:** All supplemental information required by the proposal documents must be included with the proposal response. Failure to provide complete and accurate information may disqualify the vendor from consideration.
 4. **Proposal Errors:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, the vendor may be removed from consideration or from any approved vendor list.
 5. **Changes to Proposal:** AVPA reserves the right to negotiate changes in a Proposal by any vendor, and to reject any or all Proposals.
 6. **Undue Influence:** In order to ensure the integrity of the selection process, the vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's proposal, directly or indirectly, through any contact with AVPA board members or other school officials from the date this solicitation is released until the award of a contract by AVPA. By submitting a proposal, the vendor affirms that the vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any AVPA representative in connection with the proposal submitted.
 7. **Gratuities:** AVPA may, by written notice to vendor, cancel any service agreement without liability to AVPA if it is determined by AVPA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of AVPA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is canceled by AVPA pursuant to this provision, AVPA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Vendor in providing such gratuities.



8. **Payment Terms:** Payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
9. **Independent Contractor:** Nothing herein shall be construed as creating the relationship of employer or employee between AVPA and the Contractor or between AVPA and the Contractor's employees. AVPA shall not be subject to any obligations or liabilities of the Contractor or the Contractor's employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employee shall be entitled to any of the benefits established for AVPA employees, nor be covered by AVPA's Workers' Compensation Program.
10. **Fund Availability:** This agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency (TEA) pursuant to AVPA's open enrollment charter. This Agreement is further conditioned on continued allocation of funds by AVPA's Board of Directors (the "Board"). If the Legislature and/or the TEA fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of AVPA's fiscal year, then AVPA will issue written notice to Contractor and AVPA may terminate this Agreement without further duty or obligation hereunder.
11. **Modifications:** The contract may only be modified, altered, or changed by a written agreement signed by both parties or their duly authorized agents.
12. **INDEMNIFICATION: THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS AVPA AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "SCHOOL INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGE, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FORGOING BY 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, 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 SCHOOL 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 ON INDEFINITELY AND CANNOT BE WAIVED OR VARIED.**



13. **Termination.** AVPA reserves the right to terminate all or any part of the undelivered portion of the contract with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor, or if it is deemed in the best interest of AVPA for convenience.

14. **Unsatisfactory Performance by Vendor Staff:** If any person employed by Vendor fails or refuses to carry out the services contemplated in this Agreement or is, in the opinion of AVPA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an AVPA 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 AVPA except upon consent of AVPA's representative.

15. **Criminal Background Check:** All vendors who have a contract for services with continuing duties related to this Agreement and have direct contact with students must coordinate and cooperate with AVPA to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Vendor and any of Vendor's personnel who will have continuing duties related to this Agreement and will have direct contact with students. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal histories are prohibited from providing services to AVPA. The vendor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. Vendor shall certify to AVPA that all employees assigned to work under this Agreement have successfully passed a criminal background check, prior to assignment. Any person or persons not acceptable to AVPA shall be prohibited from working under this Agreement.

16. **LIMITATIONS AND NO WAIVER OF GOVERNMENTAL IMMUNITY:** THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF AVPA (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TYPES OF CONTRACTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS AND CONDITIONS RELATING TO LIENS ON AVPA'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 AVPA EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. THE VENDOR FURTHER ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS SOLICITATION AND/OR IN ANY RESULTING CONTRACT WITH AVPA SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY OR SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO AVPA UNDER APPLICABLE LAW.

17. **Assignment/Delegation:** No right or interest in this Agreement shall be assigned or delegation of any obligation made by the vendor without the written permission of AVPA. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.
18. **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **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.
20. **Applicable Law:** This Agreement shall be governed by the policies of AVPA's Board of Directors, laws of the State of Texas and the Uniform Commercial Code, without regard to the conflict of interest principles of the State of Texas. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. AVPA Board Policies can be accessed by contacting AVPA.
21. **Record Keeping:** AVPA, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
22. **Equal Opportunity:** Vendor 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.

23. **Debarment and Suspension:** Neither the vendor 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 declared ineligible under statutory or regulatory authority other than E.O. 12549.
24. **Advertising:** The Vendor shall not advertise or publish, without AVPA’s prior consent, the fact that AVPA 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.
25. **Legal Venue:** Both parties agree that venue for any litigation arising from the contract shall lie in Tarrant County, Texas.
26. **Ineligibility for Nonpayment of Child Support:** Pursuant to Texas Family Code 231.006(d), regarding child support, the Vendor certifies that the Vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and AVPA may be terminated and payment may be withheld if this certification is inaccurate.
27. **Signature Authority:** By submitting the Response, the Vendor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission on this Response.
28. **Terms and Conditions Attached to Response:** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
29. **Transition:** If an executed contract with the contractor terminates for any reason, AVPA reserves the right to have a period of time to transition the contracted goods and/or services to a new provider. During this transition period, AVPA will pay for these goods and/or services to the contractor at the negotiated rate(s) in existence at that time. AVPA further reserves the right to establish the length of the transition period and communicate this transition time period to the contractor; however, such transition period shall not exceed 180 days.
30. **Warranties:** Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Bidders may not limit or exclude any implied warranties.



31. **Exceptions, Alterations, Additions or Modifications:** If any exceptions, alterations, additions, or modifications are submitted by proposer to any portion of this RFP, the proposer must clearly indicate the exceptions, alterations, additions and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the proposer of the RFP as proposed by AVPA. AVPA reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.
32. **Proposal Preparation Costs:** All costs related to the preparation and submission of this proposal shall be paid by the proposer. Issuance of this RFP does not commit AVPA, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate AVPA to award a contract or purchase any goods and services stated in the RFP.
33. **Retention of Proposal Documentation:** All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of AVPA.
34. **Modification/Withdrawal of Proposal:** Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing, or in person before the response date.
35. **Evaluation and Award:** This RFP in no manner obligates AVPA to the eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of AVPA and may be terminated at any time prior to the signing of the contract. AVPA may initiate discussions with vendor personnel authorized to contractually obligate the vendor. Discussions will develop into negotiating sessions with the successful vendor(s).

If AVPA is unable to agree to contract terms, AVPA reserves the right to terminate contract negotiations with a vendor and initiate negotiations with another vendor. AVPA reserves the right to select services and products from any number of vendors if in its sole discretion it is in the best interest of AVPA to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of AVPA and such evaluation and determination of best value shall be solely at the discretion of AVPA.

Purchase price is not the only criteria that will be used in the evaluation process.

Submission of a proposal implies the proposer's acceptance of the evaluation criteria and all other terms and conditions as set forth in this RFP as well as the proposer's recognition that subjective judgments can and will be made by those individuals evaluating proposals.

AVPA RESERVES THE RIGHT TO AWARD THE CONTRACT TO ONE PROPOSER/CONTRACTOR, OR MORE THAN ONE PROSPER/CONTRACTOR IN ITS SOLE DISCRETION.

36. **Non-performance by proposer/contractor:** Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and



future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by AVPA on the basis of nonperformance. Nonperformance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP;
2. Failure to meet required operating performance standards in the time period required and consistent with workmanlike manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective.";
3. Failure to keep and maintain all required insurance coverage;
4. Failure to cure deficiencies within thirty (30) days of written notification of such deficiency, or such shorter period of time as set forth herein.

37. Insurance: The successful proposer, at proposer's own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-VII) authorized to do business in Texas as follows. Successful proposer is required to provide a copy of insurance coverage to the School. Insurance certificates must contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to the School. Insurance must remain in effect for the duration of this contract.

- a) Comprehensive general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b) Automobile liability insurance with limits of \$1,000,000 each accident and underinsured motorists coverage of \$1,000,000 and personal injury protection of \$150,000; and
- c) Comprehensive and collision coverage with respect to buses for the full value of the buses.
- d) Property damage insurance with limits of \$100,000 per occurrence and \$600,000 in the aggregate
- e) Worker's Compensation - successful proposer must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, including Employer's Liability with a limit of at least \$500,000.

In the event of any deductible under any insurance policy, Contractor shall be liable for such deductible. The full cost of all such insurance shall be borne by the Contractor. The School shall not obtain, pay for, or reimburse the Contractor for the cost of any insurance. The School also shall not obtain, pay for, or reimburse Contractor for any workers' compensation coverage and/or personal injuries to Contractor's employees that would be covered by workers' compensation coverage.

With respect to the coverage described herein, the policies shall include a provision waiving any right of subrogation against the School which otherwise might exist in or accrue. Contractor shall list the School as an Additional Insured to its General Liability, Automobile, Property Damage, and Comprehensive Collision coverage policies. If the School is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within 10 calendar days from the date of award of contract.

In addition to securing the above insurance policies, Contractor shall also require all of its subcontractors to maintain the same types of insurance required of Contractor under this Contract, and, in connection with the subcontractors' commercial general liability insurance policies, Contractor shall also require its subcontractors to provide endorsements (i) naming Academy of Visual and Performing Arts as an additional insured, and (ii) providing that such insurance as is afforded under the subcontractor's policy is primary insurance as it pertains to the additional insured.

38. **Conflict of Interest:** The prospective bidder, its agents, employees, directors and/or assigns, shall disclose any financial, business or other relationship with AVPA that may have an impact upon the outcome of this contract or potential future of the AVPA projects resulting from this effort. The prospective bidder, its agents, employees, directors and/or assigns shall also list current clients who may have a financial interest in the outcome of this contract or AVPA projects that will follow. In particular, the prospective bidder, its agents, employees, directors and/or assigns shall disclose any financial interest or relationship with any company that might submit a bid on the AVPA projects.
39. **Nondiscrimination:** The selected bidder shall comply, and shall require its agents, employees, directors and/or assigns to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or any other prohibited basis.
40. **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.
41. **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 the School including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"). The School has determined that Contractor has a legitimate educational interest in the educational records, as that term is defined under



FERPA, of the School's students who receive services from Contractor, and that Contractor is the agent of the School solely for the purpose of providing services under this agreement. Contractor and Contractor's personnel shall maintain the confidentiality of student records and comply with the requirements of FERPA and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of this agreement. Upon termination of this agreement, Contractor will return to the School all student records, documentation, and other items that were used, created, or controlled by Contractor during the term hereof.

SPECIFIC SCOPE OF SERVICES

- To provide safe transportation to and from school and school-related functions at routes and dates and times directed by the School. A typical regular school year will require 180 student transportation days depending on the grade level. Total days may vary slightly from year to year and could be reduced due to revenue constraints. The School will only be billed for days that service is provided by the Contractor.
- To provide a close working relationship between the management of the Contractor and the administration and management of the School.
- To provide a transportation schedule that allows students minimal riding time to and from school not to exceed 45 minutes.
- Provide skilled well-trained staff at all levels.

1. CONTRACTOR EQUIPMENT

A. MAXIMUM ALLOWABLE BUS/VEHICLE AGE

Average age (age is based on manufacture date) of all buses (both regular route buses and spare buses combined) shall not exceed 10 (ten) years. Vehicles that reach the maximum age limits shall be replaced by new equivalent or better, newer equipment throughout the term of the contract.

B. VEHICLE REPLACEMENT

In order to achieve maximum efficiency the School and Contractor will meet to decide bus capacity needed when replacements are needed.

C. CONDITION AND MAINTENANCE

Contractor shall keep all equipment used for the transportation of students in strict accordance with the State of Texas and Federal standards and specifications for school buses. Such equipment shall be maintained in safe and good mechanical order at all times so as to pass all required inspections. Such buses and vehicles shall also be kept in a clean and sanitary condition and free from body damage including minor dents and paint scrapes of a cosmetic nature. All repairs shall be repaired within 15 days of occurrence, unless otherwise approved by the School. Bumpers and wheels will be cleaned as needed to retain a fresh, clean appearance. Contractor shall administer on all buses and vehicles used by Contractor in the transportation of students, an extensive preventive maintenance program which shall include the minimum:

- A safety inspection and required repairs that at the minimum completely comply with the State of Texas's annual school bus inspection requirements. This shall be completed by August 1st of every contract year or every (25,000) twenty-five thousand miles, whichever comes first. No inspection period, from the last to the most current, shall exceed (12) twelve months.
- A daily pre-trip bus inspection. Withdrawing a bus from service if a serious defect exists, which includes, steering, brakes, primary vision, exhaust, wheels, tires or any other serious condition which may make the vehicle unsafe for student transport.

D. FLEET SIZE

Contractor shall have a fleet of adequate numbers and capability to guarantee service for all of the school student transportation needs, including basic home to school service, special education service, activities, and field trips.

Equipment will be added when needed to meet increasing needs. Additions must be pre-approved by the School. The School's initial fleet request is listed below. In addition to this, the School welcomes an alternative suggested fleet configuration by the Proposer based on information given in this RFP.

- *Regular Home-to-School:* Provide as a minimum four (4) 60-78 passenger buses (plus spares available as needed).
- *Field Trips:* Provide a minimum of one (1) 60-78 passenger bus for field trips and other activities during school hours.
- *Special Education:* Provide as a minimum six (2) 10-30 passenger (Type A or A1) buses (plus minimum of 2 spares). Seating and wheelchair configurations must meet the needs of school students, which may vary from year to year. A monitor will be provided for each bus. Buses transporting early childhood special education students must be equipped with seatbelts and car seats that meet state and federal requirements.
- *Spare buses:* Spare buses are defined as vehicles used as a temporary replacement for a regular bus for reasons of breakdown, maintenance, or emergency. Contractor shall keep ample spare buses and other equipment available to ensure that Contractor can provide uninterrupted student transportation service with a delay of no greater than 30 minutes in the event of a mechanical breakdown or emergency within the school. Contractor shall also have on hand personnel able to react within this time frame. Minimum spare performance requirements are defined above. Spare buses shall meet the same requirements for buses and equipment as set forth elsewhere in these specifications.

E. SCHOOL INSPECTION

The School retains the unrestricted right to inspect at any time the Contractor's buses, records, maintenance and operational procedures and driver training as

well as other areas pertaining to compliance with Agreement terms and/or required methods of transporting students. If equipment is found by such inspection to not comply with legal or contract requirements, the Contractor shall, at its expense, immediately remove such equipment from service, and supply substitute complying equipment. Equipment removed from service, as the result of an inspection shall not be placed back into service without complete correction of deficiency and authorization of the School.

F. VIDEO/DIGITAL MONITORING EQUIPMENT

The Contractor will agree to equip all regular route buses with an audio/video camera system designed specifically for use in school buses, and designed for direct viewing access. System components are to be approved by the school, and will include a camera of quality ensuring identification of individuals and actions, and shall be kept in good working condition and checked at least once a week by the Contractor to verify that they are working properly. Contractor will work with the School on an archival plan.

G. GPS INSTALLATION

The Contractor will agree to equip or allow each bus to be equipped by the School with Samsara GPS tracker for all school buses. The GPS tracker is extremely helpful for school administrators and parents to view the real-time location of a school bus at any given point of time, track trip progress, and get an estimated time of its arrival at a bus stop.

2. FUEL

The Contractor shall provide with the invoice a monthly report that clearly indicates and itemizes per vehicle, the amount of fuel used, the number of miles traveled, and the average miles per gallon for the month. The school recognizes that the Contractor may be providing transportation services for other parties and/or Contractor business that is unrelated to services provided to the School. The Contractor will develop an accurate system that ensures the School is not subsidizing non-school related costs.

3. ROUTING

A. REGULAR HOME-TO-SCHOOL ROUTES

The Contractor shall have a shared responsibility for development of all routes and route changes with the School. The School reserves the right to require adjustments to routes where determined by the School to be in its best interest.

B. SPECIAL EDUCATION

The Contractor shall provide services to transport special education students as required by the School, including provision of necessary vehicles to accommodate all special needs. It is understood that requirements for special education buses vary from day to day, requiring careful attention and rapid adjustments of vehicle schedules.

- The Contractor shall be responsible for developing and coordinating special education routes inside and outside of the school boundaries. The Contractor shall communicate routing information to both parents and the School. The Contractor shall communicate any specific changes regarding routing information to the School's designated point of contact and the affected parents at least 48 hours prior to the effective date of the change.
- The Contractor shall pick up and drop off special education students on the same side of the street where they reside. Contractor shall deliver the students to emergency locations whenever directed by the School.
- The School shall provide the Contractor with names, addresses, number of students for special education students who are to be picked up and returned.
- Contractor shall maintain updated records as furnished by the school on each special education student by name, attending school, home address and phone, parent data, emergency information, and annotations on unique conditions pertaining to each student, such as behavior, disability, or health. Each driver shall have the above appropriate information for any given route with him/her at all times when driving and shall maintain current information.
- The School reserves the authority to review and approve or modify these routes. In addition, The School retains the right to transport special education students (special needs e.g., ambulance, taxi, etc.) at any time in the future.
- The Contractor shall consider the specific safety needs of students and the adult support required in determining the size and type of bus used for transport.

C. ROUTE DEVELOPMENT & CHANGES

The Contractor has the responsibility for developing routes and proposing changes. In collaboration with the School, the Contractor will present proposed routes for the upcoming school year by July 15, 2023 and 95% of final routes produced no later than August 1, 2023.

Transportation requirements may vary throughout the school year, resulting in adding or deleting buses, and combining or splitting routes. Any and all route changes shall be pre-approved by the School. Contractor's bus drivers are not to modify the established school approved bus routes without the School's approval.

The Contractor will assist the School in communicating routing information to both parents and school campuses.



The School reserves the right to revise or change any and all routes and the number of buses required to best suit its needs at any time before or during the school year.

Route maps and lists will be kept current and provided to the school campuses and the School with any changes to routes or when discrepancies are discovered.

D. ROUTE TESTING

Prior to the start of each school year the Contractor shall field-test all routes that the School has approved. Contractor shall notify the School of any time discrepancy in scheduling.

All drivers shall "dry-run" their routes before the start of the school year. All drivers, prior to being assigned or reassigned on a regular basis, shall be required to "dry-run" their route to ensure complete familiarity with route operation. The cost of this will be borne by the School.

E. ROUTE OWNERSHIP

All bus routes, regular home to school, special education, or any other routes that are collaboratively developed by the Contractor for the School are and will remain the sole property of the School.

F. PROBLEM SOLUTIONS

If problems develop with loads, bus times, or other problems that might be corrected by route alterations, the Contractor is expected to develop such solutions and present them to the School for consideration.

4. SCHEDULES

A. BUS ARRIVAL, DEPARTURE, TRAVEL TIMES

The Contractor in developing and driving the routes will strive to comply with the following guidelines.

- Student arrival at school in the morning (am): between 30 minutes and 15 minutes prior to school starting time.
- Bus arrival at school to pick up students in the afternoon (pm): should be no later than 10 minutes prior to school dismissal
- Riding time shall not exceed 45 minutes
- Buses shall not depart from the school earlier than 8 minutes after school dismissal without approval of the school principal

B. SCHOOL SCHEDULES

Setting of school hours is the responsibility of AVPA. It is recognized, however, that school hours impact the ability of the Contractor to efficiently meet the requirements of the Agreement. The School will inform the Contractor of any planned changes in school hours, from one year to the next, no later than June 15 of the prior school year. The Contractor will support the School in its establishment of the best combination of school and bus schedules.



C. OTHER ACTIVITIES

The Contractor will, during the period of the contract agreement, provide transportation for all students or authorized personnel as may be required by the School on field trips, excursions, athletic activities, or other purposes designated by the School.

The Contractor shall assign field trips or other activity trips in conjunction with regular routes to minimize costs to the School whenever practicable. Where not practical to do so, these trips will be assigned based on availability of equipment and least cost to the School.

The Contractor shall have sufficient available drivers to support at least four (4) activity trips during regular home to school routing hours.

5. STAFF

A. CONTRACTOR STAFF

- For the protection of the students, drivers and other persons coming in contact with the students must be of stable personality and of the highest moral character. The School places responsibility upon Contractor and Contractor agrees that it will not allow a person to drive a school bus or work with students whose character is not of the highest level, or whose conduct might in any way expose a student to any impropriety of word or conduct whatsoever, nor shall Contractor allow a person to drive a school bus who is not at the time in a condition of mental, physical or emotional stability.
- Contractor shall provide competitive wages with neighboring districts, a sufficient workforce, and have on hand drivers, substitute drivers, mechanics, and management during normal operating hours so as to be able to perform uninterrupted reliable on time service in case of emergencies, no-shows, and other exceptional circumstances. The Contractor will provide a detailed summary of staffing proposed for the contract.
- The responsibility of selecting, hiring, training, supervising and disciplining of drivers and all other employees shall rest upon the Contractor. In the selection and hiring process, the Contractor shall conduct a diligent and comprehensive background investigation of all prospective employees' character, criminal, and safe driving records.
- Contractor 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 compliance with U.S. Department of Transportation standards.
- All drivers provided under the terms of this agreement must successfully complete a criminal history background check, as set forth in this RFP.
- Contractor shall immediately report all complaints of improper conduct on the part of any driver to the School. Contractor shall immediately remove any driver subject to a

complaint of improper conduct from duty and initiate an investigation. Contractor shall report the results of the investigation to the School and shall reinstate the driver to perform services under this agreement only upon written consent of the School.

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

B. MINIMUM REQUIREMENTS OF DRIVER

- Contractor shall permit subject school buses to be operated only by well- trained and competent drivers who hold valid CDL licenses and school bus driver's certificates issued by the State of Texas Department of Education and/or the Department of Public Safety.
- Contractor shall make its best effort to hire school bus drivers and other personnel with previous school bus driving or school transportation experience or having good aptitude for training. The most important person to the student riding to and from school is the individual driver. All drivers will be of high moral character and be positive role models for students.
- Contractor shall provide a regularly assigned driver to each route. A regular driver, for the purpose of this contract, shall be a driver assigned to a specific route(s) at the commencement of each school year and is normally expected to remain until the end of the school year. The Contractor may transfer drivers among routes whenever the interest of the students may be served, but shall minimize such transfers throughout the year. The School reserves the right to request a replacement or transfer of a driver for good cause.

C. DRUG- AND ALCOHOL-FREE WORKPLACE

- Because Contractor has a vital interest in maintaining a safe, healthy, and efficient work environment for all employees and those receiving services under this RFP, the Parties agree and recognize that Contractor's work environment should be free from the use of illegal and non-prescription drugs, alcohol and the unauthorized use of prescription drugs.

6. REPORTS

A. DAILY BUS REPORT (DBR)

Contractor shall use and have drivers complete a Daily Bus Report (DBR). The DBR will form the basis of Rate base fees to the School. Reports shall be completed for each individual bus movement by date and route. The original shall remain on file at the transportation facility and be available for School audit and review on request. Final form design is to be approved by the School. The DBR will include at a minimum the following components:



- Date
- Hours
- Ending Time
- Route #
- Vehicle #
- Capacity
- Driver Name
- Sign On/Off
- Trip Time
- Trip #
- Starting Time
- Trip Time
- Odometer Reading
- # of Students
- Driver Signature

B. MONTHLY SUMMARY REPORT

By the tenth (10) calendar day of the month following, the Contractor shall supply the School with a monthly summary report. The report will include, but not necessarily be limited to:

- The number of open routes
- Current number of assigned drivers
- Current number of substitute/cover drivers
- Number of drivers in training and estimated completion date
- The number of accidents
- The number of vehicle breakdowns
- How many route/runs that had to be combined or covered by a different bus route, indicating date and time per incident
- Late buses, indicating what school, route, date, day, time and reason
- Bus capacity and average daily ridership by route, AM, Mid-day and PM

C. MONTHLY BILLING

Contractor will provide to the School, accompanying the monthly billing, a computer spreadsheet file in Microsoft Excel of the billing work up.

7. INCLEMENT WEATHER

The Contractor shall operate during inclement weather conditions unless routes are canceled by the School. Contractor shall provide in a timely manner appropriate equipment (chains and snow tires) and trained personnel, and shall implement School defined alternate routes as necessary to operate under such conditions. The School shall have the sole responsibility of altering bus routes or canceling bus service for that day. To ensure that the School is able to make a sound decision pertaining to the cancellation or alteration of bus routes, the Contractor is required to travel and inspect all designated roads during inclement weather and consult with the Superintendent regarding road conditions prior to 5:30 AM or as agreed to by the School. Should bus services be required, the Contractor agrees that it will abide by the decision of the School and will operate the routes as normally as possible. During the fall of each year, the Contractor shall meet with the School to determine any changes in routes that should be made during inclement weather so that the children and their parents may be notified in advance of such weather occurring.



COSTS/FEEES

1. COST/FEE STRUCTURE

Contractor will bill the School upon the following:

- A. All operational costs, except as identified separately and agreed to by the School of the Contractor are to be included in the Proposers mileage and hourly rates indicated in the proposal on page 40. These include but are not limited to:
 - o Overhead, facilities, insurance, management/office staffing, routing and other software, mechanic staffing and equipment, service vehicle, spare vehicles, miscellaneous operating expenses, etc.
- B. Rate fees may not be charged to the School for items such as state mandated drills, driver training, or test route driving.
- C. All charges to the School for mileage or travel time shall start when the bus departs the transportation facility and end when the bus reaches the transportation facility on return.

When alternative means of providing student transportation are available, the Contractor shall select the method resulting in the lowest cost to the School, provided transportation requirements are met.

2. COMPENSATION

The bidder who is awarded the contract is required to send all invoices to AVPA's reference point of contact designated in this document. Invoices shall be provided within 30 days of providing goods and/or services to AVPA.

In the event AVPA is presented with invoices, statements, reports, etc. that are incomplete, or inaccurate, AVPA may be required to perform substantial research which could result in delay of payment. AVPA will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices.

3. TAXES

AVPA is a Texas nonprofit corporation and is exempt from all federal and state taxes. In the event that taxes are imposed on the goods or services purchased, AVPA will not be responsible for payment of the taxes. The bidder awarded the contract shall absorb the taxes entirely. Certificates of exemption will be furnished upon written request to AVPA.



V. EVALUATION FACTORS

AVPA will use objective criteria to evaluate each proposal.

- A. In accordance with the Texas Education Code (TEC), all timely and qualifying proposals submitted, shall be evaluated by the following considerations which will be taken into account (but not limited to):
- The purchase price;
 - The reputation of the vendor and of the vendor's goods or services;
 - The quality of the vendor's goods or services;
 - The extent to which the goods and services meet the School's needs;
 - The vendor's past relationship with other districts/schools;
 - The total long-term cost to the School to acquire the vendor's goods or services;
 - Whether the vendor or the vendor's ultimate parent company or majority owner:
 - Has its principal business in this state; or
 - Employs at least 500 persons in this state; and
 - Any other related factor specifically listed in the request for proposals.
- B. Proposals received resulting from this process will be evaluated according to the criteria included on page 23.
- C. Proposals will be evaluated by an Evaluation Committee composed of key AVPA stakeholders in order to fairly evaluate all qualified Proposals. Proposals will be ranked accordingly.

AVPA reserves the right to award to the bidder that presents the best value to AVPA as determined solely by AVPA in its absolute discretion.



Evaluation Criteria - Evaluation Matrix Student Transportation Services

Evaluation and Selection Criteria		Value	Weight	Score	Total Points
1. The Purchase Price					
a.	Proposed price offering for services under this request.	25 pts.	5	1 2 3 4 5	
2. The quality of the vendor and of the vendor's services					
a.	The capacity of the respondent's approach to providing and implementing the services to meet the needs of Academy of Visual and Performing Arts.	10 pts.	2	1 2 3 4 5	
3. The quality of the vendor's services					
a.	The qualifications and experience of the personnel proposed to ensure the services are provided in accordance with this proposal and any subsequent contract.	15 pts.	3	1 2 3 4 5	
b.	The capability of the respondent's approach to providing and implementing the services to meet the needs of Academy of Visual and Performing Arts.	15 pts.	3	1 2 3 4 5	
4. The extent to which the services meet the School's needs					
a.	The respondent's knowledge of legal requirements, current procedures and methods related to the scope and requirements of this service.	10 pts.	2	1 2 3 4 5	
5. The vendor past relationships with districts/schools					
a.	The quality of references from past customers	10 pts.	2	1 2 3 4 5	
6. The long term costs to the School to acquire the vendor's services					
a.	The total cost to the district for the life of the contract including renewals.	5 pts.	1	1 2 3 4 5	
7. Whether the vendor or the vendor's parent company or majority owner:					
a.	Has its principal place of business in this state; or	5 pts.	1	1 2 3 4 5	
b.	Employs at least 500 persons i n this state.	0	0	0	
8. Any other relevant factor specifically listed in this request for proposals					
a.	Ability to comply with Senate Bill 9 regulations for criminal background checks and fingerprinting requirements.	5 pts.	1	1 2 3 4 5	
TOTAL POINTS POSSIBLE		100 pts.		Total Points Awarded	



VI. SUBMISSION GUIDELINES & REQUIREMENTS

1. The following submission guidelines and requirements apply to this Request for Proposal:
2. First and foremost, only qualified individuals or firms with prior experience on projects such as this should submit proposals in response to this Request for Proposal.
3. Bidders intent on submitting a proposal should notify the representative identified on the cover page no later than **June 2, 2023**.
4. If you have a standard set of terms and conditions, please submit them with your proposal. All terms and conditions will be subject to negotiation.
5. Submission Deadline: Proposals must be received prior to **June 2, 2023** by 6:00 pm CST to be considered.
6. Proposals must remain valid for a period of 120 days.
7. Any modifications to the proposal must be submitted in writing prior to the submission deadline.

Proposal Submission Information

Proposals must be submitted in Word or PDF format (accompanied by the EXCEL pricing sheet, if applicable) via email to acollins@avpaschools.org Attn: Alvin Collins RE: Student Transportation Services.

Proposals shall submit all questions concerning this Proposal to Alvin Collins by email (acollins@avpaschools.org) or by phone at 214-868-1761. Please include “Your Company Name - [Student Transportation Services]” in the email subject line.

Advertisement of Proposal/Proposal Opening	May 15- June 2, 2023
Submission Date	June 2, 2023
Committee Review	June 5 - 16, 2023
Board Recommendation	June 22, 2023
Contract Start Date***	Aug. 14, 2023

**Responses to questions from bidders regarding this RFP will be delivered and communicated to all bidders as a group versus single, individual responses to each bidder.

The following forms must be completed by Proposer and submitted to with proposal:

1. Forms Checklist - General Procurement
2. Offer Certification Form
3. Proposal
4. Deviations and Exceptions
5. Proposal Rate Sheet
6. Vendor Debarment or Suspension Certificate



7. Felony Conviction Disclosure Statement
8. Conflict of Interest Disclosure Statements
9. Required Federal Contract Provisions
10. IRS Form W-9
11. Reference Form
12. Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying
13. Child Support Certification
14. Criminal History Review of Respondent Employees

VII. REQUIRED PROPOSAL SUPPLEMENTAL INFORMATION

Attachment A: Overview & Proposal

- A brief discussion of the consultant's/company's history, and services offered. Briefly state the bidder understands the work to be done and commits to performing the work within the required time period.
- Bidders must list at least 3 numbers of projects that are substantially similar to this project as part of their response, including references (names and contact information) for each. Examples of work should be provided as well.
- A price proposal must be provided. This price proposal should indicate the overall fixed price for the project as well as hourly rates and an estimated total number of hours, should AVPA decide to award a contract on an hourly rate or itemized basis. *Also include prices for maintenance, support, service and upgrades including hourly rates for services, if applicable.*
- Proposals must be signed by a representative that is authorized to commit to the bidder's company.

Attachment B: Insurance Coverage Requirements

- Refer to insurance coverage types and limits previously detailed in this RFP.
- *AVPA will be named as additional insured on certificate of insurance if the bidder is awarded a contract. Certificates to be furnished within 10 days of contract award.*

Attachment C: Financial Statements

- The Bidder should submit as Attachment C current financial statements, preferably for the past two years, which have been audited or reviewed by a Certified Public Accountant.

Attachment D: Proposed Subcontractors:

- Include names, addresses and descriptions of key subcontractors which your firm would employ and a description of their relevant experience and past performance. AVPA reserves the right to approve all subcontractors that were not approved during the RFP process. Denial of a subcontractor by AVPA will NOT absolve the bidder from its performance obligations at the contracted price.



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FORMS CHECKLIST – GENERAL PROCUREMENT

STUDENT TRANSPORTATION SERVICES

<u>Check if Included</u>	<u>Form Title</u>	<u>Action Required</u>
_____	FORMS CHECKLIST – GENERAL PROCUREMENT	COMPLETE
_____	PROPOSAL COVER SHEET	COMPLETE
_____	PROPOSAL	COMPLETE
_____	DEVIATIONS AND EXCEPTIONS	COMPLETE
_____	PROPOSAL RATE SHEET	COMPLETE
_____	DEBARMENT OR SUSPENSION CERTIFICATE	COMPLETE
_____	FELONY CONVICTION DISCLOSURE STATEMENT	COMPLETE
_____	CONFLICT OF INTEREST DISCLOSURE STATEMENTS	COMPLETE
_____	REQUIRED FEDERAL CONTRACT PROVISIONS	COMPLETE
_____	IRS FORM W-9	COMPLETE
_____	REFERENCE FORM	COMPLETE
_____	AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING	COMPLETE
_____	CHILD SUPPORT CERTIFICATION	COMPLETE
_____	CRIMINAL HISTORY REVIEW OF RESPONDENT EMPLOYEES	COMPLETE
_____	CERTIFICATE OF INSURANCE	COMPLETE
_____	EQUAL OPPORTUNITY AND NONDISCRIMINATION	COMPLETE
_____	CERTIFICATION REGARDING DRUG FREE WORKPLACE	COMPLETE



PROPOSAL COVER SHEET

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of the vendor must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

Company Name:

Company Website:

Company Address:

Employer Identification Number:

Telephone Number:

Fax Number:

Name of Authorized Representative:

Title of Authorized Representative:

I certify that I am a duly authorized representative of the company identified on this form and, pursuant to said authorization, hereby submit a proposal for the Request for Proposals (RFP) identified above. I acknowledge that the company is solely responsible for accurately and completely preparing and submitting a timely and responsive proposal and for clarifying, in writing, any RFP requirement. I also acknowledge that AVPA (the "School") is not responsible for accurately and completely preparing and submitting a timely and responsive proposal and, therefore, shall not take any action to this effect. In preparing the proposal, I hereby represent that none of the RFP content was altered in any respect and that, should the contrary be found to be true, the proposal shall be disqualified and removed from further consideration. I attest that the company's proposal fully conforms to the instructions and requirements set forth in the RFP, including the date and time by when, and no later, a responsive proposal shall be filed. Lastly, I also stipulate that the company's proposal shall provide the student transportation services as set forth thereon and in accordance with the terms and provisions published in the above identified RFP, unless modifications or alterations are clearly identified in the proposal submitted and are accepted, in writing, by the School.

Signature of Authorized Representative

Date Signed



PROPOSAL

Instruction to respondent: Attach behind this Form: Proposal, respondent’s written proposal to this RFP. This form, and the responsive information solicited hereon, must be completed legibly, either handwritten or typed. The duly authorized representative identified on of the vendor must initial and sign this form in blue ink. Failure to complete this form and to provide the requisite information pursuant to this and other instruction shall disqualify the proposal.

I, the undersigned agent for _____ (“Respondent”), certify that Respondent:

- (1) Carefully examined the all sections of the Request for Proposals (RFP);
- (2) Hereby offers, through its proposal, and agrees to furnish student transportation services in strict compliance with the terms, conditions, specifications and other requirements at the prices quoted in this proposal;
- (3) Affirms that, to the best of Respondent’s knowledge, the proposal was prepared independently and submitted without colluding with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other respondents in the award of this RFP;
- (4) Understands that AVPA (the “School”), reserves the right to accept or reject any or all proposals and alternates and waive all informalities and irregularities;
- (5) Agrees that this proposal shall be completed within the time frame set forth and at no additional cost to the School for unexpected or unforeseen circumstances;
- (6) Represents that Respondent is not indebted to the School, as this shall be basis for having its proposal disqualified and removed from further consideration; and
- (7) Acknowledges receipt of the following addendums, which are incorporated to the RFP by reference, by initialing the number of the addendum below and agrees to email **Alvin Collins** at **acollins@avpaschools.org** to verify outstanding addenda, recognizing that the Respondent’s failure to acknowledge outstanding addenda is cause for disqualification.

_____ Acknowledge that Addendum No. 1, dated _____, was received.

(Initial)

_____ Acknowledge that Addendum No. 2, dated _____, was received.

(Initial)

_____ Acknowledge that Addendum No. 3, dated _____, was received.

(Initial)

Signature of Authorized Representative

Date Signed



DEVIATIONS AND EXCEPTIONS

Instruction to respondent: This form must be completed legibly, either handwritten or typed. The duly authorized representative of the vendor 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 Request for Proposals (“RFP”). If necessary, attach additional pages. AVPA 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 set forth in the RFP except as identified and described on this form, including any additional pages attached hereto.

Signature of Authorized Representative

Date Signed



PROPOSAL RATE SHEET

Base price for Regular and Special Education Home-to-School Transportation will be based upon estimated total mileage provided per week. Please enter amounts on the form below. Costs for additional transportation are to be submitted as well. **This form May Not Be Altered.** The proper number of daily hours and miles to be charged for each bus route will be mutually agreed upon by the Contractor and the School. Please note that this time period is for pricing purposes only and may be different for the actual contract period.

Regular and Special Education Home-to-School Transportation

	Rate
HOME TO SCHOOL BUSING RATE	
60 - 78 Passenger Transit or Conventional Bus 100 mile base rate	\$ _____
Excess mileage rate per mile	\$ _____
Driver rate per hour (<i>if separate cost</i>)	\$ _____

SPECIAL EDUCATION BUSING RATES	\$ _____
10-30 Passenger Mini Bus w/o Lift 40 miles base rate	\$ _____
10-30 Passenger Mini Bus w/Lift 40 miles base rate	\$ _____

FIELD TRIPS (<i>during school hours</i>)	
60 - 78 Passenger Transit or Conventional Bus rate per mile	\$ _____
Driver rate per hour	\$ _____
Driver standby rate per hour	\$ _____

BASE FOR ANNUAL ESCALATION OF FEES
 For each year, subsequent to the initial year, that AVPA elects to extend the Agreement, Proposer shall list the amount of any fee increase:

<i>Fixed Rate Increase</i>	
Year 2 - Effective 7/1/2023	_____ %
Year 3 - Effective 7/1/2024	_____ %



OTHER CHARGES

List any other charges/fees that may be applicable to the awarded contract.

Charge	Cost
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

By signing this document, I acknowledge full and complete understanding of the information contained in the Request for Proposal for Student Transportation Services. Further, I attest that the cost figures on this rate sheet are a true accurate reflection of the rates/fees that could be charged.

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Date



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of the vendor must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

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, Academy of Visual and Performing Arts 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 debarred. Respondent must certify that it and its owner(s), member(s) and/or principal(s) are not suspended or debarred under federal law and rule.

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

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative



FELONY CONVICTION DISCLOSURE STATEMENT

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of the vendor must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

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

I, the undersigned agent for _____ ("Respondent"), certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

- Respondent is a publicly held corporation; therefore, this reporting requirement is not applicable.
- Respondent is not owned or operated by anyone who has been convicted of a felony.
- Respondent is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s): _____

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

Name of Individual: _____

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

Signature of Authorized Representative

Date Signed



CONFLICT OF INTEREST DISCLOSURE STATEMENT
Texas Local Government Code, Chapter 176

Instruction to respondent: The Texas Ethics Commission Form CIQ, Conflict of Interest Questionnaire, that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative of the vendor must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

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

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



Required Federal Contract Provisions of Federal Regulations for Contracts

With Academy of Visual and Performing Arts

Instruction to respondent: With respect to the use of federal funds for the procurement of goods and services, pursuant to § 200.326 of Title 2 to the Code of Federal Regulations (“2 CFR”) and Appendix II to 2 CFR 200, the following contract provisions are hereby made a part of this Request for Proposals and the resulting contract between Academy of Visual and Performing Arts (“School”) and Respondent. A duly authorized representative of the vendor must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

- A. **Remedies for Contract Breach or Violations.** Contracts for more than the simplified acquisition threshold currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- B. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the School, including the manner by which it will be affected and the basis for settlement.
- C. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. **Davis-Bacon Act.** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by School must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The School must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The School must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The School must report all suspected or reported violations to the Federal awarding agency.
- E. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by School in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than



one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Energy Efficiency Standards and Policies. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 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 Recovered Materials. School and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Apply to accounts maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional) _____</p> <p>6 City, state, and ZIP code _____</p> <p>7 List account number(s) here (optional) _____</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	Employer identification number																																																
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Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



REFERENCE FORM

Provide at least three (3) references (accounts), preferably public school districts or charter schools that have utilized your services for a minimum of one year.

Reference Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Contact Name: _____ Tel. No. _____
Email Address: _____ @ _____

Reference Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Contact Name: _____ Tel. No. _____
Email Address: _____ @ _____

Reference Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Contact Name: _____ Tel. No. _____
Email Address: _____ @ _____

Reference Name: _____ Address: _____
City: _____ State: _____ Zip: _____
Contact Name: _____ Tel. No. _____
Email Address: _____ @ _____

Company Official Authorized Signature Date

Print Name of Company Official



AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of vendor must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.

I, the undersigned agent for _____ (“Respondent”), certify that I am fully informed regarding the accuracy of the following statements to which I attest to on this form and that the penalties herein are applicable to the company as well as to any person signing on behalf of the company.

- (1) Neither the company nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other respondent or potential respondent to receive any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other respondent, and further states that no such money or other reward will be hereinafter paid.
- (2) No attempt has been or will be made by this company’s officers, employees, or agents to lobby, directly or indirectly, Academy of Performing and Visual Arts (the “School”) Board of Directors (the “Board”) between proposal submission date and award by the School Board.
- (3) No company officer or stockholder is a member of the staff, or related to any employee of the School except as noted herein below:

Signature of Authorized Representative

Date Signed



CHILD SUPPORT CERTIFICATION

Instruction to respondent: The Texas Health and Human Services Commission Form 1903, Child Support Certification, that follows this page must be completed legibly, either handwritten or typed. A duly authorized representative of vendor must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal.



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

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

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

- ∇ all arrearages have been paid, or
- ∇ the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

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

- ∇ the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- ∇ the statement in Part III below.

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

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
_____	_____
_____	_____
_____	_____
_____	_____

III.

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

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

Signature

Title

Printed Name

Date



CRIMINAL HISTORY REVIEW OF RESPONDENT EMPLOYEES

Instruction to respondent: This form must be completed legibly, either handwritten or typed. A duly authorized representative of vendor must initial and sign this form in blue ink. Failure to complete this form pursuant to this instruction will disqualify the proposal.

I, the undersigned agent for _____ (“Respondent”), certify:
that:

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

or

(Initial) Some or all of the employees of Respondent and any subcontractor are “covered employees.” If this box is initialed, I further certify that:

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

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

Signature of Authorized Representative

Date Signed



Instructions to Criminal History Review of Respondent Employees

Pursuant to Texas Education Code §22.084, entities that contract with Academy of Visual and Performing Arts are required to provide services to obtain named based criminal history and/or fingerprinting record information regarding any person employed, or whom the vendor intends to employ, as a bus driver, bus monitor, or bus aide. The vendor shall not employ any person in such position with AVPA's prior consent if they have been previously convicted of a felony or misdemeanor involving moral turpitude. Further, the vendor shall not employ any person in such position under any circumstances if they have a disqualifying criminal history, as that term is defined below.

Any contractor interested in participating in the School's purchasing and contracting process must comply with the requirements of Texas Education Code §22.084 by working with the Texas Department of Public Safety to conduct fingerprint checks on such employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for School contracts.

Definitions:

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

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



CERTIFICATE OF INSURANCE

Instruction to respondent: The respondent must attach behind this form cover sheet Certificates of Insurance (or a notarized copy of the same) demonstrating that it has and maintains the insurance policies required by this RFP. Failure to provide this proof pursuant to this and other instruction shall disqualify the proposal.



Equal Opportunity and Nondiscrimination

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

EEO Laws, Rules, Guidelines, Regulations

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

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

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

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative



Certification Regarding Drug-Free Workplace

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

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

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

Legal Vendor/Contractor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative