



## **REQUEST FOR PROPOSAL**

**Project Title: Yellow Bus Transportation Services**

**Original Issue Date: September 20, 2023**

**Original Proposal Due Date: October 4, 2023**

Regardless of terminology, the procurement method is "Request for Proposals" ("RFP"). As used in this RFP, the term "Bid" or "Bids" shall mean proposals. The terms "Supplier(s)", "Firm(s)", "Contractor(s)", "Vendor(s)" and/or "Offeror(s)" shall mean Proposer(s).

**Point of Contact:**

Karla Cruz



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## SECTION 1 - INTRODUCTION

### 1.1 Overview:

EPLA Texas, Inc., (“EPLA”, “Owner” or “District(s)”) is seeking Request for Proposals (RFP) for: Yellow Buss Transportation Services for Students attending El Paso Leadership Academy.

EPLA, Texas Inc. is soliciting proposals from qualified vendors to provide Yellow Bus Transportation Services for students attending EPLA Texas Public Schools across Texas.

**Proposal submission instructions:** A proposal is to be delivered in person EPLA , Attention: Karla Cruz 5919 Brookhallow Dr. El Paso, Tx 79925.

**Pre-Proposal Conference information:** Thursday September 28, 2023.

**Proposal question submission instructions:** All questions must be emailed directly to Karla Cruz at [Kcruz@EPLA.org](mailto:Kcruz@EPLA.org). Any questions sent to other EPLA employees may not be recorded or responded to.

All questions from the conference will be posted as an addendum on our website at: [www.EPLA.org](http://www.EPLA.org)

EPLA Texas, Inc. intends to award (multiple or single) contracts.

### 1.2 Project Schedule:

This schedule is for information purposes only and can be modified. If modified, an update will be posted as an addendum on [www.EPLA.org](http://www.EPLA.org)

RFP Issued:	Wednesday September 20,2023
Pre-Proposal Conference	Thursday September 28, 2023
Deadline for Questions:	Thursday September 28, 2023
Questions & Answers Posted:	Thursday September 28, 2023
Proposals Due:	Wednesday October 04, 2023 3:00 PM MST
Award:	October 04, 2023

### 1.3 Specifications:

Proposer is expected to examine and be familiar with all requirements and obligations of this entire RFP. Failure to do so will be at the Proposer’s risk. The evaluation criteria for the award of this RFP are set forth in Section 5 – Evaluation Criteria. Owner will not accept Proposals received after the Proposal Due Date and Time. Owner will not accept proposals that do not conform to the requirements of this RFP. Failure to address all aspects of the Project or the requirements of this RFP in a complete and meaningful way might subject a Proposal for rejection.



#### 1.4 Discussion/Negotiation:

Owner shall evaluate and rank each proposal submitted in relation to the published selection criteria and the weighted value for those criteria. Owner shall select the Proposer(s) whose proposal offers the “best value” as determined by Owner.

#### 1.5 Best and Final Offers:

Owner shall first attempt to negotiate a contract with the selected Proposer(s). Owner may discuss with the selected Proposer(s) options for a scope modification and any price change associated with the modification. If Owner is unable to negotiate a satisfactory contract with the selected Proposer(s). Owner shall, formally and in writing, end negotiations with that Proposer(s) and proceed to the next Proposer(s) in the order of the selection ranking until a contract is reached or all proposals are rejected.

#### 1.7 Late Proposals:

Responses submitted after the due date and time noted in this RFP shall not be considered. It shall be the sole responsibility of the Proposer to ensure that his or her Proposal is received at the appropriate location by the specified deadline.

#### 1.8 Reservation of Rights:

Owner reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the District(s), and the right to waive any and all minor irregularities in the proposal. Additionally, Owner reserves the right to waive any requirements of the RFP. Owner further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the Owner.

Owner makes no representation of any kind that an award will be made as a result of this RFP or for the Project. Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies in Proposal, or reissue this RFP or delete any items/requirements from this RFP when deemed to be in Owner’s best interest.

Owner reserves the right, in its sole discretion, to conduct interviews of one or more Proposer and/or conduct other additional evaluation processes that are deemed necessary by Owner to assist in a complete and thorough evaluation of the proposals. These processes may include additional evaluation points as determined by Owner, in its sole discretion. If interviews will be conducted, Proposers selected to be interviewed will be notified by email at a reasonable time in advance of the scheduled interview. The purpose of the interview is for Proposer to demonstrate their qualifications and/or ability to meet Owner’s RFP requirements.

Owner further reserves the right to contact a Proposer after the submission of a Proposal for the purpose of clarifying a Proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, or requests for corrective pages in the Proposer’s response.

#### 1.9 Appeal Process:

Any Proposer that submitted a proposal may appeal EPLA’s award, if the appeal is based on deviations from laws, rules, regulations, or Board policies. Proposer wishing to appeal a proposal and/or award of a contract: Proposer shall submit appeals via electronic-mail (e-mail) to the RFP Point of Contact listed on Page 1 and in



Section 2.2 of this RFP. Appeals must be received no later than 4:00 PM Central Time on or before the fifteenth (15th) business day after award.

#### 1.10 Sales Tax Exemption:

Proposer acknowledges that EPLA claims an exemption from the payment of state sales tax. A copy of the applicable certificate is attached.

## SECTION 2 - GENERAL INFORMATION

### 2.1 Public Information:

Proposals and any other information submitted by Proposer in response to this RFP are the property of Owner. Owner considers all information, documentation and any material submitted in response to this RFP to be non-confidential and/or non-proprietary and therefore subject to public disclosure under the Texas Public Information Act (Texas Government Code § 552.001, et seq.) after a contract is executed. By submitting a Proposal, you release Owner from any liability resulting from Owner's disclosure of such materials.

### 2.2 Communication Restrictions:

Owner designates the following person as its representative (the "Point of Contact") in connection with this RFP:  
Karla Cruz; kcruz@[EPLA.org](mailto:kcruz@EPLA.org)

Proposer shall submit by email any questions which may arise during the preparation of Proposal to the Point of Contact. Until a contract is fully executed, all Proposers' communications with respect to this RFP must be with the Point of Contact and not with any other employee, officer, Board Member agent, representative or contractor of Owner.

### 2.3 Project Documentation:

Owner will provide physical copies of this RFP or related documents. Owner will post all RFP documents at [www.EPLA.org](http://www.EPLA.org)

### 2.4 Questions and Clarifications:

All questions and requests for clarification must be submitted via email to the Point of Contact by the date and time specified in Section 1.2 Project Schedule, and must reference Project Title and Project Number as listed on Page 1.

### 2.5 Financial Resource Stability:

Proposer is required to submit current audited financial statements. In the event the Proposer does not have an audited statement, other information such as an unaudited statement or copies of the Proposer's federal income tax returns, with all amendments, should be submitted in its place.



## 2.6 No Reimbursement of Proposers' Costs:

Owner will not reimburse or be liable to Proposer for any costs incurred in the preparation, reproduction, or delivery of Proposal or any other materials generated or submitted in connection with this RFP. Additional costs associated with the Proposer's participating in an interview, or costs associated with negotiations are also the sole responsibility of the Proposer.

## 2.7 Insurance Requirements:

Providing and maintaining insurance coverage is a material term of this solicitation. Proposer shall provide Certificates of Insurance evidencing the Insurance Requirements. Samples of coverage are to be provided. Conforming Certificates of Insurance must be provided no later than thirty (30) days prior to the start of work and replacement or renewal certificates no less than thirty (30) days prior to the expiration of any such insurance.

Insurance coverages must be written by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company. Contractor shall provide Owner a full and complete copy of any insurance policy promptly upon request by Owner, and without charge to Owner. For the duration of the agreement, for any renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Proposer shall obtain, at its sole expense and at no cost to Owner, the following coverages and shall maintain such coverage in full force and effect:

**2.7.1 Commercial General Liability Insurance** including operations, contractual liability, and products liability in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;

**2.7.2 Professional Liability or Errors & Omission Insurance** (For Professional Services only) of not less than five million dollars (\$5,000,000) per occurrence for professional services i.e., Physician, Lawyer, Architect, Engineer, other "Professional" or a Consultant representing his/her own firm;

**2.7.3 Workers' Compensation and Employers Liability Insurance** covering all individuals who provide services pursuant to the agreement at the request of the Proposer, at the statutory limits in effect as of the effective date of the contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of Texas. Employer's Liability in amounts of not less than one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) for disease (policy limit), and one million (\$1,000,000) for disease (per person);

**2.7.4 Commercial Automobile Liability Insurance** in the combined single limit of not less than one million dollars (\$1,000,000) or in the event Proposer does not own automobiles, Proposer agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy.

**2.7.5 Insurance Endorsements.** Owner shall be listed as an Additional Insured on all relevant policies. A waiver of subrogation must be granted in favor of Owner for all policies. Proposer's insurance coverage must be primary and non-contributory for all policies. A thirty (30) day notice of cancellation or material changes must be provided to Owner for all policies.





**2.7.6 Effect of Indemnification Obligations.** No provision, term, or condition in the contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Proposer in accordance with requirements set forth in the contract.

## SECTION 3 - SPECIFIC REQUIREMENTS

### 3.1 Submission of Proposals:

Proposals should be submitted in person on a company letterhead.

### 3.2 Proposers References:

Proposer shall provide a list of three references within the Proposal Forms where the Proposer provided services or goods similar in size, and scope to the relevant services described herein. Telephone number and email of the contact person, must be provided. EPLA is particularly interested in schools within the State of Texas. We will contact these organizations and ask them about your capabilities and performance.

### 3.3 Interview Representation:

If required, each Proposer will be represented by a designated person who will be working directly with the Owner, if an interview is required.

### 3.4 Failure to Comply with Requirements:

If the Proposer fails to comply with any requirements contained in this RFP, the submission may be considered non-responsive and may be rejected.

### 3.5 Gratuities:

Owner may, by written notice to the Proposer, cancel the contract without liability to Proposer if it is determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent, or representative of the Proposer to any officer or employee of the District(s) with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled pursuant to this provision, the Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.



### 3.6 Warranty Price:

The price to be paid by the Owner shall be that contained in the proposal which the Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, the Owner may cancel the contract without liability to Proposer for breach or Proposer's actual expense.

Proposer warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the Owner shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

### 3.7 Safety Warranty:

Proposer warrants that any products sold to the Owner or used as part of their scope of work shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, the Owner may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within a reasonable time, correction made by the Owner will be at Proposer's expense.

### 3.8 Equal Opportunity Employment:

Unless otherwise exempted under Executive Orders 11246, 11375, or the applicable rules and regulations, as amended, Proposer agrees to comply with the provisions of Executive Orders 11246 of September 1966 and 11375 of October 1967, as amended, ASPR 7-103.18 (a) and 12-804 are incorporated herein by reference. Further, Proposer agrees to include the provisions of said clauses in all orders or subcontracts that fall within the classifications set forth above and are placed pursuant to the contract.

### 3.9 Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c):

Unless exempted under the applicable rules and regulations, Proposer agrees to the Copeland "Anti-Kickback Act" as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or sub-recipient shall 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/she is otherwise entitled. EPLA shall report all suspected or reported violations to the Federal awarding agency

### 3.10 Audits:

Proposer agrees that EPLA, the Department of Education, the Comptroller General of the United States, or any of their duly authorized representatives, must have access to any books, documents, papers, and records of the Proposer which are directly pertinent to this specific program/project for the purpose of making audits, examinations, excerpts, and transcriptions.





### 3.11 Rights to Inventions Made Under Contract:

Proposer agrees that the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and EPLA in any resulting invention in accordance with 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

### 3.12 Criminal History Background Check:

If applicable to the Project, Proposer must certify on forms provided by EPLA that, for each employee of Proposer who (1) will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional EPLA employee), and (2) will have continuing duties related to the Project, the Proposer has obtained, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Section 153.1101 and 153.1117:

a. National criminal history record information from a law enforcement or criminal justice agency for each employee of Proposed hired before January 1, 2008; and national criminal history record information from the Texas Department of Public Safety for each employee of Proposer hired on or after January 2, 2008.

b. Proposer will also be required to obtain from each and every lower tier contractor or independent contractor the form of certification, relating to the employees of such contractors and independent contractors. All Proposer and lower tier contractor forms must be submitted prior to the commencement of work by the Proposer or the applicable lower tier contractor/independent contractor, who will have direct contact with students, must not have been convicted of an offense identified in Texas Education Code Section 22.085, or any higher standard established by EPLA.

### 3.13 Education Department General Administrative Regulations (“EDGAR”) Certifications:

When federal funds are used for procurement purchases at or above \$250,000, compliance with the regulations promulgated by the U.S. Department of Education entitled Education Department General Administrative Regulations (“EDGAR”) is required. Federally funded procurement is any purchase that is paid for, in any part, with federal funds. The EDGAR Certifications must be completed by the Proposer and returned for EPLAs records.

## SECTION 4 – TERMS AND CONDITIONS

### 4.1 Certificate of Residency:

Proposers who submit a Proposal agree to complete the Certificate of Residency in compliance with Texas Education Code, Chapter 2252, Subchapter A (copy attached).

### 4.2 Felony Conviction Notification:

Proposers who submit a Proposal agree to complete the Felony Conviction Notification (copy attached) which provides advance notice if the person or owner or operator of the business entity seeking to enter into a contract or material contract has been convicted of a felony.

### 4.3 Prohibition against Personal Interest in Contracts:



Proposer agrees to complete the included Conflict of Interest Disclosure regarding business or personal relationships with any Board member or member of the staff or administration of EPLA. Any Board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District(s), shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Chapter 171.

#### 4.4 Anti-Collusion Certificate:

Certificate included.

#### 4.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):

Proposers who apply or Propose for an award of \$100,000 or more shall file the required included 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. The disclosures are forwarded from tier to tier up to the recipient.

#### 4.6 Debarment and Suspension (E.O. 12549 and E.O. 12689):

No contract may be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Proposers with awards that exceed the small purchase threshold must provide the required certification (copy attached) regarding its exclusion status and that of its principal employees.

#### 4.7 Clean Air Act and the Federal Water Pollution Control:

Proposer(s) awarded contracts and sub-grants of amounts in excess of \$100,000 must agree to the following:

- a. Comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. 7401 et seq.) and of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- b. Ensure that no portion of the work under this award will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date that this award was effective unless and until the EPA eliminates the name of such facility or facilities from such listings.
- c. Use its best efforts to comply with clean air standards and clean water standards at the facility in which the award is being performed.
- d. Insert the substance of the provisions of this clause into any nonexempt sub-award or contract under the award.



e. Report violations to EPLA or to EPA.

#### 4.8 W-9 Request for Taxpayer Identification Number and Certification:

Proposers must submit a copy of their most recent and completed W-9, CIQ and vendor application along with their Proposal.

#### 4.9 Electronic Payments:

No electronic payments will be issued for payment of this award or services.

#### 4.10 Invoice and Payments:

EPLA TEXAS' standard payment terms are 30net days after receipt of invoice. When a Service Provider offers EPLA TEXAS a cash discount for payment of an invoice(s) with stated discount terms, every effort will be made to obtain the cash discount.

Service Provider's invoices should be sent to: [Accountspayable@epla.org](mailto:Accountspayable@epla.org)

Region	Transportation Lead Contact

Invoices will be dated and time stamped upon receipt by the Regional Manager of Transportation, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. Service Provider will be required to comply with EPLA TEXAS itemization of invoices.

Invoices should be provided to EPLA TEXAS in a timely manner. Service Providers are requested to invoice EPLA TEXAS within 30 days of providing goods and/or services to EPLA TEXAS. Service Providers who continuously invoice EPLA TEXAS in a manner that is outside of generally accepted business practices may affect their continuing relationship with EPLA TEXAS.



In the event a Service Provider presents EPLA TEXAS with invoices, statements, reports, etc. that are incomplete, or inaccurate, EPLA TEXAS may be required to perform substantial research which could result in delay of payment. EPLA TEXAS 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 by Service Provider.

#### 4.11 Pricing:

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame and/or method of determining price escalations, if any by proposer. All prices and methods of determining prices must be written in ink or typewritten. When unit pricing and extended pricing differ, unit pricing prevails.

## SECTION 5 - EVALUATION CRITERIA

Owner's selection committee will rank Proposals in accordance with the following scale:

Criteria Description	Criteria Value
Price	30%
Reputation References	10%
Quality of the proposer's goods or services	30%
Extent to which the good or services meet EPLA's needs, size and scope of the project, relevant factors listed	20%
Proposer's past relationship with EPLA	5%
Presentation/Interview/Site Visit	5%
<b>Grand Total</b>	<b>100%</b>

## SECTION 6 – SCOPE OF WORK OVERVIEW

### 6.1 Scope of Work:

For 10 years, EPLA has put many scholars on the path to college and given them instruction that will last a lifetime.

EPLA is seeking proposals to provide transportation services for students at EPLA beginning no later than October 16, 2023 and continuing for a maximum of three (3) years thereafter with an option to renew for two one-year periods. EPLA TEXAS operates an open enrollment charter school program in accordance with Chapter 34 of the Texas Education Code (TEC). Service Providers are encouraged to review this entire RFP upon receipt.



The selected Service Provider(s) will be responsible for providing transportation services to students for all El Paso Leadership Academy. Services include to and from school transportation from designated pick-up and drop-off sites to attend designated campus each school day including summer school. Service includes the transportation of students with special education needs.

Please keep in mind we are looking for a partner to safely transport and integrate our classroom experience into our bus experience for our EPLA students to and from school, field lessons, and other opportunities as they arise. We look for a long term relationship in which we can Chase Excellence and work together to provide the safest and highest quality bus service for our students.

Additional transportation support services will be required on an as needed basis. Examples of such support services may include, but are not limited to, extracurricular field trips, athletic and academic competitions, and other events which may occur from time to time which require the need to move students to or from the campus they attend.

## 6.2 School Bus Drivers

Service Providers will have various options regarding driver and aide recruitment and compensation, such as higher starting wage or higher hourly guarantee, sign-on bonus, benefits, performance bonuses and other methods in place in order to successfully hire and retain an adequate driver workforce. Cost of these activities will be borne by the Service Provider. EPLA will honor and support EPLA parent recruitment strategies to support driver retention.

Service Provider shall maintain a permanent substitute driver roster of at least 15% of total EPLA drivers per region to cover open routes, and 10% of bus aides for absences. Failure to have sufficient numbers of drivers and monitors will be considered a serious non-performance issue.

All drivers on EPLA routes must be properly trained in accordance with all applicable city, state, and federal laws which govern their performance.

Each driver provided must be at least 23 years of age and be in compliance with all city, state and national school bus driver licensing laws. Each driver will be required to complete a background check at least one (1) day prior to the commencement of work within EPLA campus. Each worker must provide the personal information and documentation required by EPLA. Some or all of the above identified requirements are specified by various sections of the Texas Vehicle Code as well as the Texas Commercial Motor Vehicle Drivers Handbook, including but not limited to:

- Have a commercial driver's license (CDL) along with school bus and passenger endorsements.
- Pass annual physical fitness and mental health exams.
- Pass a background check on driving records.
- Pass a background check on criminal record.
- Own a certificate proving that drivers have successfully completed a course in school bus safety education.





Service Provider shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program and will provide any state or federal required safety training.

Training schedules and training records will be shared with each Region's transportation lead. Liquidated damages will apply for each occurrence in which failure of training records is provided to Region's transportation lead.

### 6.3 Background Check of Business Drivers and Bus Aids

A criminal history background and motor vehicle record (MVR) check must be completed every year and upon initial hire to determine that all drivers and aides used or to be used on EPLA routes are in compliance with state statutes regarding individuals operating school buses in the State of Texas.

Copies of all background and motor vehicle record (MVR) check must be shared with EPLA on a monthly basis.

### 6.4 Bus Driver Record Keeping Requirement

Records detailing the status of all drivers used or to be used on EPLA routes must be maintained and available for inspection at the request of EPLA. The following items that should be included in a folder on every driver for EPLA routes include, but are not limited to, a copy of the driver's CDL, all other documentation substantiating the driver's acceptable status as a Texas school bus operator, initial and criminal background and MVR checks, annual medical physicals, and drug and alcohol tests, evidence of training modules completed, evidence of rewards, recognitions and discipline.

### 6.5 Vehicles

EPLA prefers to have 75 passenger yellow buses as the primary vehicle of choice, however this is not a requirement. In the event that other brands of buses are chosen, EPLA reserves the right to approve the choice of brand of buses used. All buses shall meet the following criteria:

1. Bus age- cannot exceed 15 years. Once a bus reaches its maximum age, it can complete the school year before being removed from service.
2. Spare ratio- Service Provider should maintain a 10% ratio of extra buses, using the total number of assigned routes as a base number
3. Bus equipment- all new buses shall be equipped with:
  - a. Air conditioning
  - b. Seat belts
  - c. Air ride suspension
  - d. 100 gallon fuel tanks
  - e. Black route signs that communicate at least three (3) digit route numbers
  - f. Crossing arms
4. Bus microphone system- a communication tool to allow for clear communication between driver and riders
5. GPS (provided by EPLA)
6. Cameras (provided by EPLA)



7. The Customer (EPLA) shall have fully functioning digital video cameras with live access via Wi-Fi installed on all buses completing EPLA routes, and recordings from the cameras shall be made available remotely within 24 hours of request. Footage must be maintained for at least 30 days. Each bus should have a minimum of five:
  - a. Camera 1: to be located over the driver facing front half of bus
  - b. Camera 2: to be located mid-way back of bus, facing rear of bus
  - c. Camera 3: to be located rear of bus, facing forward
  - d. Camera 4: to be located over the driver, facing the entrance door
  - e. Camera 5: to be located above door facing the driverEPLA shall have the right to assess liquidated damages for each failure and shall be assessed on a per occurrence basis as identified by agreement.
8. Special need buses; at least 10% of regular bus supply. Any new special needs buses will be equipped with 3-point seat belts. Special need vans will also be considered as special need transportation inventory. As needed vehicles will need to be purchased in February of the preceding year and should have wheelchair access allowing one-wheel chair position per bus.
9. Audio and video recordings- any vehicle that records audio or video on a bus under contract shall post a notice indicating that the bus is under surveillance. Within 30 days of contract Service Provider and EPLA will establish reasonable procedures for the review and maintenance of recordings.
10. 2-way communication equipment. The equipment shall be used to improve safety by maintaining communications between the bus terminal/dispatch center and the bus driver. The communications system must have an operational range to allow for instant communications on all EPLA TEXAS routes.

## 6.6 GPS Systems

All buses furnished under this contract must include Global Positioning Satellite (Zonar, Seon, Edutracker, Synovia or equivalent) tracking systems that provide real-time tracking of buses. GPS system should be compatible with Transfinder compatible application. The GPS system should also provide for viewing live- tracking in real time, on-time arrivals, speed verification, documentation of stops and other reports pertaining to performance including email or other notification of buses that are not performing up to spec, such as excessive speeding, off-route, driving aggressively or exceeding pre-set G-force parameters. The GPS system must provide a vehicle location ping rate of 10 seconds. Web based access and training for the GPS system must be made available by the proposer for specific EPLA transportation staff.

EPLA shall have the right to assess liquidated damages for each failure and shall be assessed on a per occurrence basis as identified by agreement.

## 6.7 Communication

1. Meetings between Service Provider, EPLA and 4MATIV to check in on work flow and quality of service. Establish weekly and monthly recurrence connections.
2. Operation: Service Provider will notify EPLA and 4MATIV immediately of any route that is more than 10 minutes late or a bus is inoperable for more than 5 days.
3. Reporting:
  - a. No Show bus route- daily report if applicable:



- i. Each occurrence of a no-show shall be reported in writing to EPLA and the designated school administrator in writing within five (5) working hours of occurrence with the reason and action plan.
  - b. Doubled route- daily report if applicable<sup>1</sup>:
    - i. Each occurrence of a doubled route shall be reported in writing to EPLA, 4MATIV and the designated school administrator within five (5) working hours of occurrence with the reason and remedy clearly identified.
  - c. Equipment and personnel, submit report weekly:
    - i. Item: Bus Inventory: list of bus status, specifying in service and out of service with date of break down as well as steps taken to fix problems
    - ii. Item: Camera Inventory: audit report of bus camera inventory in service and out of service with date of break down. For non-functional cameras an action plan should be included as well as expected repair date.
    - iii. Item: Managerial Staff: list of all operational staffing levels and vacancies. No position should be vacant for more than 30 days.
    - iv. Item: Bus Drivers: list of all drivers and their assignment to each route. Listing will also include monitors and assignment to each student. Driver vacancies and open routes.
    - v. Item: Invoices: weekly age reports for outstanding invoices
    - vi. Item: Ridership: student ridership counts per route and per stop
  - d. Resources, submits the first week of each month on actuals for last month
    - i. Item: Route actual resource use; fuel, miles traveled, monitors assigned to route and cost of tolls incurred in the last month.
    - ii. Item: Safety; schedules of driver training as well as access to training material
    - iii. Item: Compliance; audit report of bus driver record including background, motor vehicle record (MVR) and sign-in-sheet of completed dry-runs for all routes with assigned driver.
  - e. Other reports required by EPLA to ensure efficiency in routing and scheduling
4. Service Provider will immediately notify EPLA by telephone of any incident involving student riders or a traffic violation or accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to contract.
  5. Service Provider will adapt on time communication protocols for each region including; group messaging using applications for multiple stakeholder updates involving day to day operation delays.

## 6.8 Advertising on School Buses

No school bus shall have advertising placed upon it while operating routes awarded through this agreement without the written consent of EPLA . EPLA shall be allowed to place advertising on its operating routes once written notification has been sent to Service Provider. Any advertising placed on Service Provider buses must be removed without causing damage to the bus. This includes advertisement inside and outside the bus.

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<sup>1</sup> Double route- expands on scope page 22



## 6.9 Office and Equipment Requirements

The office staff must be available to answer questions from EPLA or 4MATIV staff, and parents 45 minutes before the first bus leaves until 45 minutes after the last bus returns on days that route services are provided. Dispatch services must also be available for extracurricular field trips after 5:00pm and on weekends.

Service Provider must provide high speed internet access, smart phones, fax machines, scanner, printer and other pertinent equipment to make the bus terminal office functional.

## 6.10 Preventative Maintenance Program for School Buses

All vehicles to be used by the Service Provider must have regularly scheduled maintenance per the bus manufacturer's schedule and tires must have adequate tread.

At a minimum, a file must be maintained on each bus that identifies all work (repairs and routine preventative maintenance) performed on the bus during the term of the contract. Any documents evidencing inspections performed by the Texas Department of Public Safety must be maintained as well.

## 6.11 Bus Terminal and Garage Facilities Requirements

Unless indicated by Service Provider to EPLA , Service Provider shall maintain adequate facilities and equipment to ensure that buses are maintained in safe condition. All bus terminals must be of adequate size to park all buses inside a fenced and lighted area each night. Under no circumstances will EPLA pay for deadhead miles as a result of buses having to travel excessive distances to provide transportation services.

Additionally, when last minute field trips or route operation needs requires a bus quickly, buses are expected to be able to arrive at any campus across EPLA Texas within 30 minutes.

Service Provider is required to operate a garage to repair and maintain their buses. A minimum of one full time qualified mechanic must be employed for every twenty-five (25) school buses operated for EPLA . An additional mechanic shall be added when the fleet increases by 12 vehicles. The garage must be equipped as necessary to maintain the quantity of buses operated.

### **Approval to operate a facility without a garage must be approved in advance by EPLA**

A detailed request to allow a Service Provider to operate without a garage and/or mechanical staff must be included with the original bid documents or at any time a change is anticipated during the term of this agreement. It is possible to sub out mechanical work, but it will be the affirmative duty of any proposer that intends to do so to prove to the satisfaction of EPLA in such a manner. EPLA reserves the right in its sole discretion to reject any proposal which it deems to provide for inadequate maintenance and repair of buses proposed to service EPLA routes.

## 6.12 Development of School Routes

EPLA will in house development of all bus routes using bus routing software. Service Provider shall develop and provide to each driver a route itinerary indicating the streets to be used and the stops to be made.



All route changes or modifications must be implemented by the Service Provider within 48 hours of receipt of route change from EPLA or 4MATIV unless a longer period of time before implementation is requested by EPLA .

Routes are currently designed using the following specifications (subject to modification as necessary):

- A. Maximum desired student ride time is 1 hour.
- B. Elementary student capacity is three students per seat. Middle School and High School capacity is two students per seat.
- C. Bell times vary per region; service provider will need to adapt to regions with staggered bell times as well same bell time for all grades.
- D. EPLA bus routing uses a consolidated stop system instead of a traditional home-to-school system. Stops are located within two miles of each student’s home, and are typically located in either a school site/public facility, or a neighborhood corner stop.
- E. Buses must pick up students and arrive at their designated school(s) no later than 10 minutes before the start of school.
- F. Buses must arrive to pick up students from their school no less than 15 minutes before the school’s scheduled dismissal time for primary routes, and no less than 5 minutes for secondary routes (if applicable). Earlier pick up time for a school due to location or school accessibility will need to be approved in writing by EPLA Transportation Lead.

Current Routes: EPLA currently operates a combination of Daily routes totaling over 18 routes with an average of 6 additional monthly , shown in the table below per region:

Region	General AM Routes	General PM Routes	Average ridership	Type or routes
Zaragoza (UETA)	3	4	180	Regular Daily
Libre (Zoo)	2	2	140	Regular Daily
Sta Fe	1	1	80	Regular Daily
Westside	1	1	5	Regular Daily
Northeast	1	1	6	Regular Daily
Red Sands	1	1	5	Regular Daily
Eastlake	1	1	6	Regular Daily



Flagship (La Fe, NE, Sta Fe and Libre)	1	1	65	Regular Daily
EPCC (Valle Verde)	1	1	20	Variable 3 times a week
Sports (Practices and games)	0	2-7	80+	Variable 4-6 days a week
Field trips	1	1	120+	Variable 1 a month
Extra (Community events)	0	4	180+	Variable 1 a month

### 6.13 Capacity & Service Delivery

Service Provider is expected and required to successfully operate all routes assigned. Driver shortage will not be accepted as a valid reason of why a route is eliminated. Service Provider will not make a decision of dissolving routes and reassigning stops unless it has received written approval from EPLA . EPLA cannot



guarantee that the number or configuration of routes awarded will not change throughout the term of the agreement. Compensation to the Service Provider shall be adjusted to the number of vehicles actually used and the route hours and/or mileage incurred in the performance of this agreement and EPLA shall not be liable for payments for any route that is altered or eliminated in the sole discretion of EPLA

#### 6.14 Dry Runs

Service Providers shall perform at their expense, a minimum of one “dry-run” on all regular routes awarded prior to the regular school year or summer school term starting. The dry-run shall be made on the day and time as designated by EPLA

#### 6.15 Operating School Bus Routes

Bus drivers shall operate all routes in accordance with accepted safe school bus driving practices. Service Provider agrees to abide by the reasonable requests of EPLA to replace a bus driver for poor performance or unsafe bus driving practices.

Service Provider agrees that if EPLA has documented concerns and requests removal of a bus driver from its fleet, said bus driver will be removed. EPLA shall make all such requests in writing to Service Provider, Service Provider shall have a reasonable opportunity to review and respond to concerns advanced by EPLA .

#### 6.16 Drug and Alcohol Testing Program

Service Providers shall comply with the current US Department of Transportation and State of Texas regulations pertaining to drug and alcohol testing of licensed school bus drivers. Pre-employment, post-accident, and random testing must be conducted. All required Texas Department of Public Safety reports shall be filed in a timely manner. Drivers testing positive for drugs or alcohol shall be removed permanently from all EPLA routes. Drivers shall be suspended during any investigation to determine levels of drugs or alcohol.

#### 6.17 Data Based Improvements

EPLA has a specific way of measuring bus company performance on a daily basis. Current performance measures and goals include:

- Safety (0 accidents or lost students).
- 5 S/Driver and Monitor Folder completion (100% of required documents on each bus).
- Number of complaints and student write-ups.
- On-time arrival percentage in the morning (95% or higher – this should equal to no more than one late bus per group).
- On-time arrival percentage in the afternoon (100%).
- Video and GPS units are active and working (100% of all operating routes have working cameras, two-way radios and GPS units).

Metrics are subject to change. Service Provider will be required to partner with EPLA and 4MATIV to continuously improve performance targets related to these measures.



### 6.18 Accidents/Incidents Procedures

Each accident or serious incident that occurs while operating a EPLA bus route shall be reported to EPLA by the Service Provider immediately. The initial report from the Service Provide shall be made by the method determined appropriate by EPLA.

Each accident/incident must also be reported in writing to EPLA within twenty-four hours of the occurrence. This report must include the name and school of all students involved in the accident or incident. EPLA retains the right to require an investigation of accident/incidents including a written report with changes to processes to be implemented if warranted.

### 6.19 Student Discipline Responsibilities

Drivers are responsible for student safety and security while on the bus. Proper student behavior shall be required of students by bus drivers in an effort to provide safe transportation. Drivers will enforce EPLA ' Student Code of Conduct while students are being transported on a bus. A bus conduct report must be completed by the driver when any disruptive incident occurs. The completed report must be provided to the region's Transportation Lead within 24 hours from the date it was written. Orderly classroom behavior shall be observed and required of students on the bus at all times.

Drivers are not allowed to physically discipline students or evict them from the bus. The principal or designated representative shall be responsible to administer student discipline following the EPLA Student Code of Conduct, which may include suspension or denial of bus riding privileges.

In order to ensure all drivers are prepared for their routes and cover drivers have the tools needed to complete their route safely and efficiently, drivers are responsible for keeping a folder on their route at all times which includes (subject to change):

1. Up-to-date Schedule
2. Turn-by-turn route directions
3. EPLA-specific Procedures
4. Up-to-date Roster

### 6.20 Responsibility for Performance

Service Provider shall be responsible for the performance of all staff, equipment and procedures. EPLA reserves the right to reasonably require the suspension or removal of any Service Provider's employee, equipment or process for unacceptable performance. This employee, equipment, or process shall not be used to meet the requirements of this agreement until such time as EPLA authorizes its use in writing.

### 6.21 Bus Route No-Shows

Each route that does not operate is a serious infraction of the contract and shall be reported to EPLA and the designated school administrator at least two hours prior to the designated arrival time at school. Each occurrence of a no-show shall be reported in writing to EPLA and the designated school administrator in writing within five (5) working hours of occurrence with the reason and action plan.





## 6.22 Doubling of Routes

Doubling of routes by the same bus is considered to be a serious infraction of the contract. Doubling of routes is different from pairing routes, for which it can cause serious delays to tiered routes. Each route that is doubled shall be reported to 4MATIV and the designated school administrator as to the estimated arrival time at school 1 hour before the earliest stop time. Each occurrence of a doubled route shall be reported in writing to EPLA and 4MATIV and the designated school administrator within five (5) working hours of occurrence with the reason and remedy clearly identified.

## 6.21 Late Routes

Schools must be notified by phone or other method as designated by EPLA and 4MATIV if a route is operating ten (10) minutes or later, for any reason. A bus is considered late if it arrives at a campus more than ten (10) minutes past its scheduled arrival time.

## 6.23 Routing Signs

Route signs shall be furnished by the Service Provider and be prominently displayed on all buses as specified by EPLA TEXAS. Route names, safety rules and appropriate safety signs will be provided and installed by the Service Provider in all buses.

## 6.24 Government Violations

Service Provider shall notify EPLA and 4MATIV of all health and safety violations, OSHA violations, wage and hour violations, labor violations assessed by any city, state or federal government department or agency.

## 6.25 Use of Vehicles

Passengers other than students assigned by EPLA shall not be transported at the same time without authorization of EPLA.

## 6.26 Ownership of Vehicles

Vehicles must be registered and properly plated to perform duties on Local, State, and Interstate Highways

## 6.27 Non-School Day Special Trips

The need for special trip transportation service on non-school days may occur. The length of these trips will vary. A dispatcher, at a minimum, shall be on duty for the duration of each of the trips. Some large group trips may require a Service Provider to provide additional staff for complete success.

## 6.28 Non-Compliance Notification

In the event the Service Provider is determined by EPLA to have failed to perform services in accordance with the requirements listed herein, EPLA will forward a written notification specifying the violation or the area of non-compliance to the Service Provider.



The Service Provider in non-compliance shall immediately remedy all violations as determined by EPLA. Outstanding violations shall be grounds for termination of the contract, in whole or in part.

## 6.29 Liquidated Damages

EPLA shall have the right to assess liquidated damages for each failure by the Service Provider to perform the services required under the contract. The amount of liquidated damages for each such failure shall be assessed on a per occurrence basis as identified in this RFP.

EPLA must inform Service Provider within 30 days of a listed violation of its intent to assess liquidated damages for such event and must bill for such liquidated damage within 31 days of its assessment. Failure to timely notify or bill Service Provider shall relieve Service Provider of its obligation to pay liquidated damages for the particular event.

In the event that Service Provider agrees to an increase in service levels, Service Provider shall be afforded a period of thirty (30) days following implementation of such changes. During this time no liquidated damages may be assessed with respect to changes involving increased service levels while Service Provider makes operational adjustments to meet EPLA requirements.

Liquidated damages may be assessed by EPLA :

- a. For each occurrence of a route arriving at school more than 10 minutes after its scheduled arrival time in the AM and PM, the Service Provider will be assessed liquidated damages in the amount of \$15 for every 10 minutes or portion thereof that the route is late to a maximum of \$45.
- b. For each occurrence of a “no show”, the Service Provider will be assessed liquidated damages in an amount equal to half of the daily route rate. A route will be deemed “no show” if it arrives more than 30 minutes late to campus or any scheduled event.
- c. EPLA will not pay for routes that did not operate. Routes that are folded into other routes/combined to temporarily provide service (split or doubled) will not constitute an operating route.
- d. For all staff listed under the Operational Staffing Levels including managers, safety coordinators, which is not an exhaustive list; if a position remains vacant for more than 30 calendar days, the Service Provider will be assessed liquidated damages in the amount of \$50 per regular operating day. Liquidated damages would begin on the first operating day after the 30<sup>th</sup> day of the vacancy.
- e. Dispatchers are essential for the day to day operation for as such there is no option for vacancy on this role, the Service Provider will be assessed liquidated damages in the amount of \$500 for each day position is vacant.
- f. For each occurrence of a request for video which cannot be fulfilled due to an inoperable camera for which there is no record of monthly camera inventory report and must be returned to EPLA for replacement of that Camera and equipment necessary to function
- g. For each occurrence of a request for data regarding the “arrival time” or overall location analysis of a route which cannot be fulfilled due to an inoperable GPS or issues with the fleet management software, the Service Provider assessed liquidated damages in the amount of \$250.



- h. In the event of extenuating circumstances (accident, trains, weather, etc.) or other reasons, EPLA reserves the right to waive the liquidated damages. Such waiver will not constitute a change to the contract or a waiver of future claims for liquidated damages.



## SECTION 7 – PROPOSAL FORMS

Proposals must be submitted on the required Proposal Forms. Any clarifications, qualifications or exceptions must be submitted in writing with the proposal. Any such clarifications, qualifications, exceptions or modifications made after the Proposal Date may be rejected.

Proposer tenders a Proposal for all work described in the RFP; including all documents, attachments and addendums.

### Representations of Proposer

By submitting this proposal, the Proposer represents and warrants that:

- a. Proposer is familiar with the requirements and has taken them into account in preparing its proposal.
- b. Proposer has read and understands all RFP documents, is familiar with the applicable laws including those of agencies and municipalities with jurisdiction over the work, and has prepared its proposal anticipating full compliance with all of the requirements.
- c. Proposer is financially solvent, able to pay its debts, and possesses sufficient working capital to complete performance of its contract or material contract.
- d. Proposer is experienced, competent and able to furnish the labor, tools, materials, supplies, equipment, insurance and supervision and is qualified to perform the work requested.
- e. Proposer is authorized to do business in the State of Texas.
- f. Proposer holds any license, permit or other special evidence necessary to perform the work.
- g. This Proposal Form will take precedence over any supplemental quotation or scope sheet submitted if any conflicting information exists unless otherwise agreed to via a Contract or Contract Amendment.

**Complete the following pages for**

**submission. Remainder of page left**

**BLANK on purpose.**



**PROPOSAL RESPONSE FORMS**  
**Project Title: Bus Transportation Services**

Company Name: \_\_\_\_\_

Company Address (mailing): \_\_\_\_\_

Company Address (physical): \_\_\_\_\_

Website: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Point of Contact Name: \_\_\_\_\_

Point of Contact's E-Mail Address: \_\_\_\_\_

Point of Contact's Phone Number: \_\_\_\_\_

Name of Project Estimator: \_\_\_\_\_

**PREVENTATIVE MAINTENANCE BASE PROPOSAL**

Proposer confirms that this proposal pricing and terms shall remain in effect, and may not be withdrawn, for a period of ninety (90) days from the date that proposals are due. In submitting this proposal, the Proposer agrees to furnish all labor, supervision, materials, equipment, supplies, services, fees, permits, taxes, insurance and any other items required to perform and complete the specified work in a workmanlike and expeditious manner and in strict accordance with the Contract Documents, the Scope of Work Schedule and all applicable federal, state, local and other rules, regulations, laws, codes and ordinances ("Applicable Laws") for the Base Proposal of:

Proposals indicating interest for all four regions listed above will take prevalence in the selection process.



**DISCOUNT TERMS:**

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**SCOPE CLARIFICATIONS, QUALIFICATIONS OR EXCEPTIONS**

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(Attach additional sheets if necessary)

**TAX BREAKDOWN**

Material Proposer must submit their material Proposals exclusive of sales taxes and separately identify the amount of sales tax (if any) that is applicable to their material Proposals.

**ALTERNATE PROPOSAL ITEMS**

Proposer proposes to perform Alternate Proposal Items, as identified, for adjustment(s) in the Base.

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(Attach additional sheets if necessary)

**COMPANY INFORMATION**

Please select or notate the organizational structure of your company:

Corporation       Partnership       Limited Liability Corporation

Limited Liability Partnership       Sole Proprietorship

Other  (describe): \_\_\_\_\_

How long has your company been providing the service(s) you are proposing on?

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Under what other or former names has your company operated? (If none, please write "N/A")

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If your company is a corporation or partnership, please answer the following:

Date of Incorporation or Formation: \_\_\_\_\_

State of Incorporation or Formation: \_\_\_\_\_

President, Managing Partner or Manager's Name: \_\_\_\_\_



Please attach listing including number of employees, organized by skill group.

**LICENSE AND EXPERIENCE INFORMATION**

List the jurisdictions and categories in which your company is legally qualified to do business, and indicate registration or license numbers, if applicable.

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List the categories of work that your company normally performs with its own forces.

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Has your company ever failed to complete any work awarded to it? Yes/No

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If yes, please explain.

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**REFERENCES**

Provide references for representative similar work (K-12 schools or not-for-profits). Limit references to current customers or contracts that have ended within the past five years. References will be contacted. You must provide a name and an email address.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_





**ACCOUNT MANAGEMENT TEAM QUALIFICATIONS**

- a. Identify the Account Management team and how much time each person will be dedicated to this account.
- b. Describe, in graphic and written form, the proposed account management assignments and lines of authority and communication for the Account Management Team.

**FINANCIAL, SURETY AND CLAIM INFORMATION**

- a. Provide three (3) consecutive prior years' audited financial statements certified by a certified public accountant. The financial statements must include your company's balance sheet and income statement.
- b. In the event the Proposer does not have an audited statement, other information such as an unaudited statement or copies of the Proposer's federal income tax returns, with all amendments are required.
- c. Provide a copy of Proposer's financial rating and any documentation (e.g., a Dun and Bradstreet analysis) reflecting Proposer's current financial stability.
- d. Are there any uninsured judgments, claims, arbitration proceedings or lawsuits currently pending against your company or its officers? Yes/No \_\_\_\_\_

If yes, please explain.

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- e. Provide details of any past litigations that may affect Proposer's performance under a contract with Owner for the Project, as well as any pending litigation or claims filed against Proposer.
- f. Provide details, including name and docket number, of any litigation involving Proposer relating to alleged or adjudicated defects. If any defect claims have been made against Proposer within twelve (12) months preceding the Proposal, disclose the details as to such claim(s) though no litigation may have as yet have been filed.
- g. Has your company filed any lawsuits or requested arbitration with regard to contracted work within the last two (2) years? If yes, please provide:

Date and place filed: \_\_\_\_\_ Amount of lawsuit: \_\_\_\_\_  
Disposition of claim: \_\_\_\_\_

- h. Has your company or a related company been involved in a bankruptcy proceeding? If yes, please explain.

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**Please include Exhibit A in your Proposal Response.**

**Remainder of the page left BLANK on purpose.**



## Certificate of Residency

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for EPLA to determine the residency of its Bidders/Proposers for construction related services. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident Bidder/Proposer’ refers to a person who is not a resident.
- (4) ‘Resident Bidder/Proposer’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

“A governmental entity may not award a governmental contract to a nonresident Bidder/Proposer unless the nonresident underbids the lowest bid/proposal submitted by a responsible resident Bidder/Proposer by an amount that is not less than the amount by which a resident Bidder/Proposer would be required to underbid the nonresident Bidder/Proposer to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that \_\_\_\_\_  
(Name of Company Bidding/Proposing)

is, under Section: 2252.001 (3) and (4), a

\_\_\_\_\_ Resident Bidder/Proposer  
\_\_\_\_\_ Non-resident Bidder/Proposer

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of \_\_\_\_\_ in the state of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Felony Conviction Notification

**State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to EPLA if the person or 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.**

**Subsection (b) states "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 by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."**

**This notice is not required of a publicly held corporation.**

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

Company: \_\_\_\_\_

Company Official: \_\_\_\_\_

**A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.**

Signature of authorized agent:

\_\_\_\_\_

**B. My firm is not owned or operated by anyone who has been convicted of a felony.**

Signature of authorized agent:

\_\_\_\_\_

**C. My firm is owned or operated by the following individuals who has/have been convicted of a felony.**

Name of individual (s):

\_\_\_\_\_

Details of conviction (s):

\_\_\_\_\_

Signature of authorized agent:

\_\_\_\_\_



## Conflict of Interest Disclosure

The following is issued in accordance with State Law and EPLA Policy. Failure to make disclosure shall be grounds for termination of any contract entered into with said vendor or Bidder/Proposer.

1. The undersigned states that he/she and/or the company listed herein has never had or does not have a business relationship with a Board member, member of the Administration or a member of the Staff of EPLA regardless of the nature or amount.

Signature and Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

OR

2. The undersigned states that he/she and/or the company listed herein has had or does have a business relationship with a member of the Board, Administration or Staff of EPLA regardless of the nature or amount.

Signature and Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

3. If you answered YES to (2) above, has that relationship been disclosed in writing as required by Board Policies BBFA (LEGAL) and BBFA (EXHIBIT)?

Yes No



## Anti-Collusion Certification Submission Form

The undersigned certifies that:

The Bid/Proposal was exclusively developed and prepared without collusion with any competing proposer.

The content of this Bid/Proposal has not and will not knowingly be disclosed to any competing or potential competing proposer prior to the opening date, time and place specified.

No act to persuade any person, partnership or corporation to submit or withhold a Bid/Proposal has been made.

The undersigned warrants having a complete understanding regarding the accuracy of the statements in this certificate and the penalties applicable to the Prospective vendor and signatory representing the Prospective Bidder/Proposer.

The Bidder/Proposer, further states their officers, employees or agents have not, and will not attempt to lobby, directly or indirectly, EPLA between proposal submission and date of award.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Agent: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Signatory Name and Title (Printed): \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_



## Byrd Anti-Lobbying Certificate

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements (submitted with each contract or offer exceeding \$100,000)**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Bidder/Proposer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure.

Date Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_



## Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

NAME		Doing business as (DBA)	
ADDRESS	<b>Applicable Procurement or Solicitation #, if any:</b>		Federal Employer Tax Identification #:
<b>This certification is submitted as part of a request to contract.</b>			

### Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and Bidders/Proposers to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder/Proposer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Print Name and Title:

\_\_\_\_\_







**AUTHORIZED SIGNATURE**

By placing my signature in the space provided below I confirm that I, as a duly authorized officer of the company, have approved and submitted this proposal.

I further warrant and represent that the company will execute a standard EPLA Contract or EPLA Material Contract, as applicable, including all related Attachments, and that the company shall not modify the EPLA Contract, EPLA Standard Terms and Conditions, bond, certificate of insurance or other standard forms; except as previously noted and further agreed upon in writing.

I certify that the information provided in this Proposal is true and sufficiently complete so as not to be misleading or misrepresentative of the capabilities of the Proposer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Signature: \_\_\_\_\_ Printed

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT**

BEFORE ME, the above signed authority, on this day personally appeared and executed this proposal for the purposes expressed in the document.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Seal:



EPLA . W-9: For your records. Do not include in proposal response.