



ESSENCE
PREPARATORY
PUBLIC SCHOOL

**Essence Preparatory Charter School
Request for Proposal
For
Student Transportation Services
002**

Bidder's Initials: _____

Calendar of Events

Advertisements: **April 20, 2023**

Open Solicitation: **April 20, 2023 – April 30, 2023**

Deadline for questions from Vendors: **April 24, 2023**

Deadline for responses to questions: **April 25, 2023**

Due Date for Submittals: **May 5, 2023 @ 12:00 PM**

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PART I - GENERAL INFORMATION

1.1 BACKGROUND

Essence Preparatory Charter School (“Essence Prep” or the “School”) is a Public School that, through rigorous academics, intentional character development, and cultivating student knowledge of self, prepares all kindergarten through eighth-grade students for high school, college, and beyond as leading agents of change in their communities.

1.2 FUNDING

Essence Prep is a Texas nonprofit corporation exempt from federal taxation pursuant to Section 501(c)(3) of the U.S. Internal Revenue. Funding for Essence Prep operations and programs are provided through fundraising, philanthropic grants, and state, and federal funding.

1.3 SERVICES SOLICITED

Essence Prep is soliciting a Request for Proposal for a qualified vendor (the “Vendor,” “Contractor,” or “Bidder”) 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”) for the following campus locations:

- a. Each vendor shall furnish the information required by the RFP. The vendor shall sign the *proposal and all addenda*. The person signing the bid must initial at the bottom of every page, erasures, and/or other changes. Proposals signed by an agent must be accompanied by evidence of the agent’s authority unless such evidence has been previously furnished to Essence Prep.
- b. Essence Prep is exempt from federal excise tax, state and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any awards.
- c. Proposals submitted on forms other than the Essence Prep forms or with different terms or provisions may be considered non-responsive.
- d. All Proposals shall remain firm for a term of 120 days after RFP solicitation period is closed.
- e. The Vendor shall certify that no federal or state suspension or debarment is in place which would preclude receiving a state or federally funded award.
- f. “Reservations.” Essence Prep expressly reserves the right to:

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Waive minor deviations from the specifications when it is determined that the total cost to Essence Prep of the deviating proposal is lower than the lowest conforming proposal which meets all aspects of the specifications, and the overall function of the goods or services, or both, specified in the deviating proposal is equal to or greater than that of the conforming proposal.

Waive any defect, irregularity or informality in any proposal procedure.

Reject any or all proposals.

Amend a proposal prior to proposal opening date to extend or make changes to specification.

Procure any services by other means.

Increase or decrease the quality of services specified in the proposal unless the offeror specifies otherwise.

1.4 TIME-FRAME

An RFP packet will be available on our website at the following link www.essenceprepsa.org/transparency. The vendor is responsible for obtaining any updates or amendments to the RFP from the website. **The deadline for submitting proposals for this RFP is May 5, 2023, at 12:00 pm.**

Proposals shall be submitted via email to info@essenceprepsa.org.

If you have any questions regarding this RFP process, please contact the Operations Department @ 210-816-0476. Bids must be delivered to and received before this deadline in the manner noted above. There will be no exceptions. **Bids received after the deadline will not be considered for this procurement. No facsimiles will be accepted.**

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PART II- PROPOSAL CONTENT AND PROCESS

2.1 NOTICE TO ALL VENDORS

Essence Prep is interested:

- a. Vendor shall keep Essence Prep advised of any changes in order(s) status.
- b. Pricing shall remain open to acceptance and shall be irrevocable for a period of One Hundred and Twenty (120) Days after the Request for Proposal closing date.
- c. Questions regarding this proposal must be in writing and emailed to info@essenceprepsa.org by **April 24, 2023**
- d. Essence Prep encourages HUB vendor participation; if the vendor is a state-certified HUB vendor (Historically Underutilized Business) and/ or certified MWBD vendor (Minority and Women-owned Business), **certification must be included in the submittal.**

2.2 SCOPE OF SERVICES

SCOPE OF SERVICES

- To provide safe transportation to and from school and school-related functions at routes, dates, and times directed by the school. The school will only be billed for days that the Contractor provides service.
- To provide a close working relationship between the Contractor's management and the school's administration and management. Services shall provide an app-based real-time response system that allows staff and parents to communicate during transportation. This system should be able to provide updates, notifications, and directions to parents and staff in real time; this system should also provide a GPS location identifier system that enables real-time tracking of school buses and other transportation vehicles.
- To provide route optimization to ensure maximum efficiency and reduce passenger travel time. This includes the use of software and data analysis to create optimal routes for each vehicle and be sure to provide a transportation schedule that allows students minimal riding time to and from school, not to exceed 45 minutes.
- To provide services in an emergency to support on-campus reunification efforts. This includes the implementation of procedures to ensure that all students and staff are accounted for and safely reunited with their families. Also. Shall have the capability to quickly and efficiently transport students and staff to designated reunification sites. To include working closely with school officials, emergency responders, and law enforcement to establish a reunification plan. As well as provide transportation to and from off-campus medical facilities if necessary.
- To provide a high level of safety and customer service to all passengers. This includes using well-maintained vehicles, trained professional drivers and bus monitors, and a commitment to safe and

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- Term:
 - The initial term of the awarded contract shall begin on August 1, 2023, and end on June 15, 2024. The contract may be extended in years subsequent to the initial contract by mutual written agreement of the parties. Subsequent contract terms may occur in increments of 1 to 2 years. Such extensions must be agreed upon by April 1, 2024, of the final contract year, or the contract will expire at the ending date of the term then in effect.

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

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maximum age limits shall be replaced by new equivalent or better, newer equipment throughout the term of the contract.

B. 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. The contractor shall administer on all buses and vehicles used by the 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.

C. FLEET SIZE

Contractor shall have a fleet of adequate numbers and the capability to guarantee service for all of the school’s 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, the school welcomes an alternative suggested fleet configuration by the Proposer based on the information given in this RFP.

- *Regular Home-to-School:* Provide as a minimum four (4) 60-78 passenger buses (plus a minimum of 2 spares).
- *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 a 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.

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- Spare buses: Spare buses are defined as vehicles used as a temporary replacement for regular buses for reasons of breakdown, maintenance, or emergency. The 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. The 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.

D. SCHOOL INSPECTION

The school retains the unrestricted right to inspect at any time the Contractor's buses, records, maintenance and operational procedures, driver training, and other areas pertaining to compliance with Agreement terms and/or required methods of transporting students. Suppose equipment is found by such inspection to not comply with legal or contract requirements. In that case, 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.

E. 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. The contractor will work with the School on an archival plan.

F. GPS INSTALLATION

The Contractor will agree to equip or allow each bus to be equipped by the School with a 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 in time, track trip progress, and get an estimated time of its arrival at a bus stop.

2. FUEL

It shall be the responsibility of the Contractor to purchase all fuel used in the operation of school buses. The Contractor will pay all fuel invoices when due and pay all taxes and highway user fees associated with the use and purchase of all motor fuels. In the regular monthly billing, the Contractor will bill the school for its actual invoiced cost of fuel purchased.

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.

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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 the 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 Director of Operations 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. The 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 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 details 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. The Contractor will present proposed routes for the upcoming school year, with final routes produced no later than July 15, 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. The contractor's bus drivers are not to modify the established school-approved bus routes without the school's approval.

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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 route changes 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.

E. 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): no later than 10 minutes after school dismissal time
- 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 the School. 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.

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5. STAFF

A. CONTRACTOR STAFF

- For the protection of the children, drivers and other persons coming in contact with the children 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 child 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 work force, 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 in accordance with applicable law.
- 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 or 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.

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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 with Contractor 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

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- 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

7. INCLEMENT WEATHER

The Contractor shall operate during inclement weather conditions unless routes are canceled by the School. Contractor 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. Should bus services be required, 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, 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/FEES

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 in Attachment J. These include but are not limited to:
 - 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.

2.3 DEVIATIONS

- a. The specifications in this RFP are minimum basic requirements. Any deviation or comparable must be properly identified and be acceptable by Essence Preparatory Charter School. For this reason, vendors are discouraged from describing any deviations simply as "equal" or "exceeds" the defined requirements in this RFP. Instead, vendors must properly identify the equivalent through individual submittals of Attachment "H" included in this RFP packet, one for each deviation. Failure to do so may result in the rejection of the bid and or product for non-compliance.

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2.4 ESSENCE PREP RESPONSIBILITY

- a. Essence Prep reserves the right to cancel any resulting contract due to unacceptable prices variances from the price agreed-upon through this RFP. The contracted vendor shall provide advance notice/notification when an increase in price occurs for an item. This will allow Essence Prep an opportunity to search and approve a substitute item of equal or greater quality.

2.5 PRE-PROPOSAL MEETING (CONFERENCE CALL)

A pre-proposal conference call will not be held. If questions need to be presented an email may be sent to info@essenceprepsa.org or contact the Operations Department via phone at 347-225-7562.

2.6 WHO IS ELIGIBLE TO RESPOND?

Respondents who are eligible to meet the technical specifications for quality and other terms of this bid package, and who are not debarred and/or suspended from conducting business with the School, federal and state funded agencies and are recognized by the Texas Comptroller of Public Accounts as having an "Active" right to transact business in Texas are invited to respond. A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a bid, represents to Essence Preparatory Charter School that it meets the following requirements:

- a. Possesses or is able to obtain adequate financial resources to perform services requested under this RFP
- b. Respondent shall comply with the requirements proposed in this RFP
- c. Respondent shall be in good standing with all applicable national or state associations

2.7 PROCUREMENT CONDITIONS/GENERAL TERMS

Procurement of services under this RFP shall be in accordance with the general terms and conditions set forth in this section, which shall form a part of the contract documents and/or purchase order for good and/or services included in this RFP:

- 1) This RFP will be awarded to the responsible offeror whose proposal is most advantageous to Essence Prep, with price and other factors considered.
- 2) All proposals must include a detailed statement of exceptions taken to any part of the request. Any deviations from this procurement solicitation must be noted on the deviations and exceptions form. See Attachment "H". Deviations or exceptions must be submitted by **April 17, 2023**. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposals being disqualified. In the absence of any deviation(s) identified and described in accordance with above, Vendor must fully comply with the Terms and Conditions, Proposal Specifications, and all other requirements associated with this bid solicitation.
- 3) Essence Prep assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a bid or any amendments or addenda, participating in pre-bid conferences, interviews, participating in any negotiation sessions or discussions, or any other

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costs incurred by proposers prior to award of a contract pursuant to this RFP.

- 4) All prices in Vendor's proposal should remain firm for the Term of the Agreement. Any price changes shall be presented to Essence Prep, for acceptance or rejection by Essence Prep, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement, must be approved, in writing, by the Essence Prep prior to taking effect. The following documentation shall be provided to support a request for price change: justification for change/increase using a known market index/market condition, terms and conditions, and/or manufacturers/distributors' impact (if any).
- 5) Invoices shall be directed to Essence Prep and submitted to Essence Prep-Business Office at info@essenceprepss.org 30 days after services have been rendered. Vendor shall submit invoices within a timely manner during Essence Prep fiscal year in which the good(s) and/or service(s) are purchased, and:
 - a) Vendors should keep Essence Prep advised of any changes to remittance addresses.
 - b) Essence Prep's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by Essence Prep.
 - c) Do not include Federal Excise, State or City Sales Tax. The Essence Prep shall furnish exemption certificate, if required.
 - d) If a credit is due, the next/subsequent invoice must show the credit owed and applied.
- 6) Vendor is required to provide Essence Prep with copies of certificates of insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to Essence Prep prior to the commencement of any work under this Agreement. For coverages required under this Agreement, the successful Vendor's insurer(s) shall waive subrogation rights against Essence Prep's Primary Coverage. For claims related to this Agreement, Vendor's insurance coverage shall be primary and non-contributory with other coverage by the Essence Prep. Vendor's insurer(s) shall name Essence Preparatory Charter School as Additional Insured on their policy. The insurance company ensuring the vendor shall be licensed in the State of Texas and shall be acceptable to Essence Prep. Each policy shall contain a valid provision or endorsement requiring notification to Essence Prep in the event any of the required policies are to be cancelled or non-renewed before the expiration date thereof. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal or reduction in limits to Essence Prep by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) of said Agreement to maintain coverage as specified below. Essence Prep reserves the right to require additional insurance should Essence Prep deem additional insurance necessary, in Essence Prep's sole discretion. Proof of insurance coverage must be submitted with the proposal. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement:
 - a) Workman's Compensation/Employer's Liability:
Statutory Limits
 - i) \$500,000 Each Accident

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- ii) \$500,000 Policy Limit
 - iii) \$500,000 Each Employee
 - b) General Liability, Bodily Injury & Property Damage:
 - i) \$2,000,000 Aggregate
 - ii) \$1,000,000 Per Occurrence
 - c) Automotive Liability:
 - i) \$250,000 Each Person
 - d) Bodily Injury:
 - i) \$500,000 Each Accident
 - e) Property Damage:
 - i) \$250,000
 - f) Abuse and Molestation
 - i) \$1,000,000
- 7) All goods and/or services provided by the Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of Essence Prep's acceptance of the product and/or service or payment of the applicable invoice. If the Vendor's/manufacturer's warranty is less than the required period, the Vendor shall warrant the goods and/or services to the full extent as provided by the Vendor/manufacturer. Essence Prep will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair Essence Prep's rights under this section. Vendor warrants that any services rendered by the Vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, and regulations. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by Essence Prep. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order
- 8) Essence Prep reserves the right to accept or reject any or all proposals received or to cancel or extend in part or its entirety, this RFP, or make multiple or partial awards.
- 9) Award of purchase agreement or contract shall be made only to a responsible offeror whose proposal is most advantageous to Essence Prep, with price and other factors considered.
- 10) When submitting bids, it is required that the respondent have the necessary professional experience, prior training, and applicable professional judgment to perform the activities or deliver the goods stated in this RFP.
- 11) Proposals may be withdrawn only by delivery of a written request to Essence Preparatory Charter School prior to the specified deadline time/date stated in the RFP. The authorized signatory must sign such requests.

Bidder's Initials: _____

- 12) Proposals received will become a part of Essence Prep's official files without further obligation to the respondents.
- 13) The contents of a successful proposal shall become a contractual obligation if selected for funding. Failure of the Respondent to accept these obligations can result in cancellation of an award or purchase agreement. Essence Prep reserves the right to withdraw or reduce the amount of an award or to cancel any contract resulting from this procurement if there is misrepresentation or errors in the specifications, pricing, terms, or Respondent's ability to meet the terms and conditions of this RFP or if adequate funding is not received.
- 14) A response does not commit Essence Prep to award a purchase agreement or a contract. Essence Prep does not commit to a reimbursement of any costs incurred in the preparation of a response nor commit to pay for any costs incurred prior to the execution of a formal purchase agreement or contract unless such costs are specifically authorized in writing by Essence Prep.
- 15) Essence Prep reserves the right to contact any individual, agency, or employers listed in the RFP, to contact others who may have experience and/or knowledge of the respondent's goods/supplies, relevant performance, qualifications, etc., and to request additional information from any and all respondents.
- 16) Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of Essence Prep, or to any consultant, employee, or member of Essence Prep for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other bid submitted hereunder.
- 17) No employee, officer or member of Essence Prep shall participate in the selection, development of a response to this RFP, award or administration of a contract issued pursuant to this RFP if a conflict of interest exists, real or apparent.
- 18) **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with members of Essence Prep's Board of Directors or other officials from the date this solicitation is released until the award of a contract by Essence Prep's Board of Directors.
- 19) **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least ten (10) days is offered and accepted by Essence Prep, payment terms shall be Net thirty (30) days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
- 20) **INDEPENDENT CONTRACTOR RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between Essence Prep and the Contractor or between Essence Prep and the Contractor's employees. Essence Prep shall not be subject to any obligation 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 employees shall be entitled to any of the benefits established for Essence Prep employees, nor be covered by Essence Prep's Workers' Compensation Program.
- 21) **LIMITATIONS AND NO WAIVER OF GOVERNMENTAL IMMUNITY: THE PARTIES ARE**

Bidder's Initials: _____

AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF ESSENCE PREP (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TYPES OF CONTRACTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS AND CONDITIONS RELATING TO LIENS ON ESSENCE PREP'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 ESSENCE PREP EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. THE CONTRACTOR FURTHER ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS RFP AND/OR IN ANY RESULTING CONTRACT WITH ESSENCE PREP SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY, OR SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO ESSENCE PREP UNDER APPLICABLE LAW.

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

23) GRATUITIES: Essence Prep may, by written notice to the Contractor, cancel any agreement without liability to Essence Prep if it is determined by Essence Prep that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of Essence Prep 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 cancelled by Essence Prep pursuant to this provision, Essence Prep shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

Bidder's Initials: _____

- 24) **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of Essence Prep. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 25) **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.
- 26) **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
- 27) **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.
- 28) **APPLICABLE LAW:** This contract shall be governed by the 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.
- 29) **ADVERTISING:** The Contractor shall not advertise or publish, without Essence Prep's prior consent, the fact that Essence Prep 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.
- 30) **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Bexar County, Texas.
- 31) **FUND AVAILABILITY:** Any contract resulting from this solicitation 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 Essence Prep's open enrollment charter. This Agreement is further conditioned on continued allocation of funds by the Essence Prep'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 Essence Prep's fiscal year, then Essence Prep will issue written notice to Contractor and Essence Prep may terminate this Agreement without further duty or obligation hereunder.
- 32) **TERMINATION:** Essence Prep reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation 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 Essence Prep, for convenience.
- 33) **INELIGIBILITY FOR NONPAYMENT OF CHILD SUPPORT:** Pursuant to Texas Family Code

Bidder's Initials: _____

§231.006(d), regarding child support, the Contractor certifies that the Contractor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and Essence Prep may be terminated and payment may be withheld if this certification is inaccurate.

- 34) SIGNATURE AUTHORITY: By submitting the Response, the Contractor 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 Contractor and to bind the Contractor under any contract that may result from the submission on this Response.
- 35) DEBARMENT AND SUSPENSION: Neither the Contractor nor any of its officers, 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 contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
- 36) This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by either party in whole or in part in the event of the other party's substantial failure to fulfill its obligations under this agreement through no fault of the terminating party. The defaulting party must provide written notification of the default and intent to terminate within a minimum of ten (10) business days. At Essence Prep's option, and in addition to any other remedies it may have available, Essence Prep reserves the right to terminate the Agreement if Vendor fails to adhere to or violates any of the provisions of these Terms and Conditions, including the certifications. Without limiting the scope of the foregoing, one or more of the following constitutes grounds for termination:
- a. Default in the payment of any fees;
 - b. Continuous delivery of product or services rendered that fails to meet the Scope of Work;
 - c. Continuous delivery of product that is defective or fails to pass product inspection;
 - d. Continuous failure to meet required delivery timelines (three times or more);
 - e. Continuous failure to timely supply the awarded products or services at the contract price (more than one time);
 - f. Failure to provide, within a reasonable time and where required by the Agreement, information reasonably requested by Essence Prep including, but not limited to, information requested of these Terms and Conditions
 - g. Selling non-awarded goods or services to Essence Prep under this Agreement;
 - h. Vendor refusal, inability or loss of ability, to offer or provide awarded goods or services to Essence Prep unless caused by a Force Majeure event.
 - i. Failure to meet schedules, deadlines and/or delivery dates within the time specified in this Agreement, the procurement solicitation and/or a purchase or work order;
 - j. Otherwise fail to perform in accordance with this Agreement and/or the procurement solicitation

Essence Prep also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if Essence Prep believes, in its sole discretion that it is in the best interest of Essence Prep to do so. Vendor agrees that Essence Prep shall not be liable for damages in the event that Essence Prep declares Vendor to be in default or breach of this Agreement

Bidder's Initials: _____

and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or Vendor.

- 37) In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, Essence Prep reserves the right to enforce the performance of the Agreement and/or procurement solicitation in any manner prescribed by law or deemed to be in the best interest of Essence Prep.
- 38) Respondents shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts. Violation of this provision may cause a respondent's response to be rejected.

2.8 ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS

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

2.9 RESPONSIVE/RESPONSIBLE RESPONDENTS

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

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

2.10 EVALUATION

Essence Prep intends to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. Essence Prep will first review the proposals to assess Proposer's responsiveness and compliance with the administrative requirements of the RFP. All proposals will be screened for inclusion of all required information prior to release to the evaluation team. Essence Prep staff may exclude from further consideration for contract award any non-responsive proposal or portion of a proposal. Essence Prep will use an Evaluation Committee to review and evaluate the Proposals. All proposals will be evaluated using the same criteria, outlined herein. Throughout the evaluation and selection period, Proposer may be required to furnish additional information, make presentations and

Bidder's Initials: _____

attend meetings as requested by Essence Preparatory Charter School. Essence Preparatory Charter School will accept the Proposal it deems most likely to meet the goals of the services outlined in this RFP.

Evaluation Criteria	
50 Points	Cost Proposal: Proposed price offering for services under this RFP.
40 Points	Vendor's Capabilities: Extent to which the services detailed in the proposal meets the School's needs
10 Points	References: The quality of the vendor's services, vendor's past relationship with the district or other districts.
100 Points	Total Possible Score

2.11 HOW TO SUBMIT A BID?

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

info@essenceprepsa.org

Bidder's Initials: _____

PART III- BID FORMAT

3.1 TITLE PAGE

Respondents must complete the Title Page on the following page and include it as the cover sheet for proposals submitted in response to this RFP.

See cover sheet below:

A Bid Submitted in Response to

Essence Preparatory Charter School

Request for Proposal #

Submitted by:

(Full Legal Name of Respondent)

On:

(Date of Proposal Submission)

Bidder's Initials: _____

3.2 RFP RESPONSE FORMAT AND CONTENT

1. Page/Items to return/include.

- Title Page
- Table of Contents
- Business Identification
- Additional Requirements
- Compliance with Specifications
- Detailed Resumes of Past Experience
- Cost

2. Documentation must be complete. A respondent's written response shall be the sole means of presenting the service.

3.3 RESPONDENT IDENTIFICATION

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

Name of Firm: _____

Name of Respondent: _____

Street Address: _____

City, State & Zip Code: _____

Taxpayer Identification Number: _____

3.4 ADDITIONAL REQUIREMENTS

1. Ownership: Proposal must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the qualifications.

NAME: _____ **SSN:** _____

NAME: _____ **SSN:** _____

Bidder's Initials: _____

3.5 NOTICE TO RESPONDENTS

Finalists may be asked to attend a panel conference at Headquarters located at 200 E. Grayson St., Suite 210, SA, TX 78215, to further detail price, quality of product, past performance, and any questions that the evaluation panel may consider in selecting a vendor.

ATTACHMENTS

The attachments listed below are required and should be included with the proposal. **Attachment C** is required to ensure that no potential conflicts of interest exist with Essence Preparatory Charter School Board or staff members. **All forms must be signed and completed.**

1. Attachment A - Certification of Respondent
2. Attachment B - Certification Regarding Drug-Free Workplace
3. Attachment C – Conflict of Interest Questionnaire
4. Attachment D - Equal Opportunity and Nondiscrimination
5. Attachment E– Felony Conviction Disclosure Statement
6. Attachment F - Criminal History Review of Respondent Employees
7. Attachment G - Certification Regarding Debarment or Suspension
8. Attachment H – Deviations and Exceptions Form
9. Attachment I – Terms and Conditions for Contracts Paid with Federal Funds
10. Attachment J – Vendor’s Proposal and Pricing
11. Attachment K – Reference Sheet

Bidder’s Initials: _____

ATTACHMENT "A"

CERTIFICATION OF RESPONDENT

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

Signature of Authorized Agent:

Printed Name and Title of Agent:

Name of Firm:

Address:

Telephone Number:

FAX Number:

Contact Person:

Email Address (if applicable):

Web Site Address (if applicable):

Bidder's Initials: _____

ATTACHMENT "B"

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, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor 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, the subcontractor'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 the subcontractor's policy statement;
- Notifying the employees in the subcontractor's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
- Notifying Essence Preparatory Charter School within ten (10) days of the subcontractor'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.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Bidder's Initials: _____

ATTACHMENT "C" - CONFLICT OF INTEREST QUESTIONNAIRE

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.

Bidder's Initials: _____

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

ATTACHMENT "D"

EQUAL OPPORTUNITY AND NONDISCRIMINATION

The **(Name)** promotes 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. 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. **(Name)** 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

(Name) 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(40-70). based on race, color, handicap, religion, sex, national origin, or age (40-70).
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.

Bidder's Initials: _____

- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

(Name) 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. (Name) takes positive steps to eliminate any systematic discrimination from personnel practices. (Name) 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.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Bidder's Initials: _____

ATTACHMENT "E"

Felony Conviction Disclosure Statement.

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

Bidder's Initials: _____

ATTACHMENT "F"

CRIMINAL HISTORY REVIEW OF RESPONDENT EMPLOYEES.

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) 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 Essence Preparatory Charter School (the "School") in writing within three (3) business days;
- (2) 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;
- (3) 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
- (4) 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

Bidder's Initials: _____

Texas Education Code §22.0834, requires entities that contract with Essence Preparatory Charter School to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

Any contractor interested in participating in the School’s purchasing and contracting process must comply with the requirements of Texas Education Code §22.0834 by working with Essence Preparatory Charter School to conduct fingerprint checks on 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:

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

“*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.

Bidder’s Initials: _____

ATTACHMENT "G"

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

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

By submitting signing contract and this certificate, 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

Bidder's Initials: _____

ATTACHMENT "H" – Deviations and Exceptions

Instruction to respondent: On this form, identify and describe any deviations and exceptions to the terms, conditions, specifications, or other requirements of the RFP. If necessary, attach additional pages. Essence Preparatory Charter School 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.

No.	Exhibit, clause number and title	Exception Taken and Reason	Proposed Deviation / Proposed Resolution of Exception	Price / Schedule Impact	<i>Essence Prep only</i> (accept/reject)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

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

Bidder's Initials: _____

ATTACHMENT "I" – Terms and Conditions for Contracts Paid with Federal Funds

Instruction to bidder: 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 IFB and the resulting contract between Essence Preparatory Charter School ("School") and Bidder.

- 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. 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. 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.

Bidder's Initials: _____

- 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

Bidder's Initials: _____

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.

I, the undersigned agent for the company named below, represent that the company agrees to the contract provisions set forth on this form.

Company Name: _____

Signature of Authorized Representative

Date Signed

Bidder's Initials: _____

ATTACHMENT "J" – Vendor's Proposal and Pricing

[Vendor shall attach Vendor's Proposal and Pricing here]

Bidder's Initials: _____

EMAIL ADDRESS

Bidder's Initials: _____

Bidder's Initials: _____