



## **ÉTOILE ACADEMY**

# **CHARTER TRANSPORTATION REQUEST FOR PROPOSAL RFP #007**

**NOTICE TO OFFERORS**



Proposals shall be submitted in an envelope marked on the outside with the offeror's name, address and "RFP #007 \_\_\_\_\_." Please submit one (1) original and one (1) copy of the proposal to:

Etoile Academy  
ATTN: Kayleigh Colombero, Founder & Superintendent  
6614 Hornwood Drive, Houston, TX 77074  
Telephone: 713-265-8657

**Proposals will be received at the above address until 11:59 PM, April 01, 2020.**

## **REQUEST FOR PROPOSAL FOR CHARTER TRANSPORTATION RFP #007**

Etoile Academy (also hereafter "Etoile Academy") will not be responsible for delivering mail from the post office, courier, or any other form of delivery. Proposals must be received in time to be time-stamped at the above location.

**Proposals received after 11:59 PM, April 01, 2020 will not be considered and will be returned unopened. Fax proposals will not be accepted.**

All proposals must be submitted with the enclosed offer form, signed felony conviction notice, conflict of interest questionnaire, and any other requested documents/information as set forth in this RFP. Any proposal submitted that is incomplete will be disqualified. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

All questions regarding the meaning or interpretation of this RFP must be submitted in writing to Kayleigh Colombero, at [kcolombero@etoileacademy.org](mailto:kcolombero@etoileacademy.org). Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors. **ALL QUESTIONS ARE DUE BY 11:59 PM, April 01, 2020.** Any amendments will be issued as necessary.

Until the final award by Etoile Academy, Etoile Academy reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of Etoile Academy will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

**Kayleigh Colombero  
Superintendent**



**It is the desire of ETOILE ACADEMY to award to qualified vendors that can demonstrate in its/his/her proposal the ability to service ETOILE ACADEMY with quality service and competitive pricing regarding charter transportation service for ETOILE ACADEMY.**



## **GENERAL CONDITIONS**

### **ACCEPTANCE**

Acceptance of an offeror's offer will be by a letter of acceptance via email. The letter of acceptance citing the RFP consummates the contract, which consists of the RFP, the vendor's offer, and the signed letter of acceptance. Subsequent purchase orders may be issued as appropriate. Unless the offeror specifies otherwise in its/his/her proposal, Etoile Academy may award the contract for any item or group of items shown on the RFP.

- Etoile Academy may award to more than one vendor.
- Prompt payment or cash discounts offered may be considered in determining the successful offeror. Prompt payment or cash discount period shall start from the date of acceptance of an invoice by Etoile Academy or from date of receipt of acceptable service(s), whichever is later.

### **ADDENDA**

**It is the responsibility of the vendor to check for addenda.** Addenda will be posted to Etoile Academy's website: <http://etoileacademy.org/>

### **ANNUAL CONTRACT FUNDING**

Etoile Academy operates on a fiscal year that ends on June 30th. Because state law mandates that charter schools may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

### **APPLICABLE LAW**

This RFP, and its resulting contract, shall be governed first by the laws of the state of Texas, and venue for any disputes arising thereunder shall be in Harris County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

### **ASSIGNMENT OF PROPOSAL/CONTRACT**

The successful bidder may not assign their rights and duties under and award without the written consent of Etoile Academy's Founder & Director.. Such consent shall not relieve the assignor of liability in event of default by their assignee.

### **BID SUBMISSION**

Bids may be submitted in person, by mail, or through email.

Submit bids via mail to Kayleigh Colombero, Superintendent, 6614 Hornwood Drive, Houston TX 77074



- To submit a bid via mail, all documents must be returned and an original signature provided on the offer form.
- Bids will not be accepted in either format without a signature.
- Etoile Academy is not responsible for mail service.
- A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation.

### **CANCELLATION OF BIDS**

Bids may be cancelled with 30 days written notice with good cause.

### **CHANGES OR ALTERATIONS**

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***

### **COMPLETING INFORMATION**

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at Etoile Academy's option.

### **CONTRACT CLAUSE**

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by Etoile Academy. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

### **DEFAULT**

In case of default of the successful bidder, Etoile Academy may procure the services from other vendors and hold the bidder responsible for any excess cost occasioned thereby.

### **INDEMNIFICATION**

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or its/his/her subcontractors or its/his/her or their agents, or in connection with any claim based on lawful demands of subcontractors,



workmen, materialmen, or suppliers, the vendor shall indemnify and save harmless the Owner and its/his/her officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

### **INSURANCE**

Deductibles, of any type, are the responsibility of the vendor/contractor.

### **MISCELLANEOUS**

Etoile Academy operates on a fiscal year that ends on 6/30/2020. State law mandates that charter schools may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved appropriated for any subsequent fiscal year.

### **PAYMENT TERMS & CONDITIONS**

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. Etoile Academy's review, inspection, and processing procedures ordinarily require 30 days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Founder & Director the review, inspection, and processing procedures can be completed within the specified time.

It is the intention of Etoile Academy to make payment on completed orders within 30 days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to service, labor, materials, and/or equipment provided. **Orders will be placed by the Superintendent and must be given a Purchase Order Number to be valid.** No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by Etoile Academy until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, and/or services, and otherwise complied with Etoile Academy's purchasing procedures, unless this provision is waived by Etoile Academy.

Invoices should be submitted to Kayleigh Colombero, Founder & Director via email at [kcolombero@etoileacademy.org](mailto:kcolombero@etoileacademy.org), or by mail at 6614 Hornwood Drive, Houston, TX 77074.

### **PROPOSAL CONSIDERATION / TABULATION**

Until the final award of a contract, Etoile Academy reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of Etoile Academy.

The following items will be considered when an award is based on best value:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;



- The quality of the bidders' goods or services;
- The extent to which the goods or services meet Etoile Academy's needs;
- The bidder's past relationship with Etoile Academy;
- The total long-term cost to Etoile Academy to acquire the bidder's goods or services;
- Other relevant criteria including but not limited to:
  - Compliance with the RFP documents,
  - Experience in operating charter bus service or school buses,
  - Service,
  - Safety record,
  - Company characteristics,
  - Completeness and thoroughness of proposal submitted,
  - Past performance of the vendor, and
  - Other factors contributing to the overall costs, both direct and indirect, related to an item.

### **PROVISIONAL CLAUSES**

Etoile Academy will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

### **REJECTION OF BIDS**

Etoile Academy reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of its charter schools.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, Etoile Academy reserves the right to waive any irregularities and to make the award in the best interests of Etoile Academy.

Etoile Academy reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the bidders.
- Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- The bidder being interested in any litigation against Etoile Academy.
- The bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.



- Uncompleted work, which in the judgment of Etoile Academy will prevent or hinder the prompt completion of additional work if awarded.

### **REQUEST FOR NON-CONSIDERATION**

Bids deposited with Etoile Academy cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Director & Founder and received by Etoile Academy prior to the time set for opening bids. After other bids are opened and publicly read, the proposal for which non-consideration is properly requested may be returned unopened. The proposal may not be withdrawn after the bids have been opened, and the bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the bidder.

### **REQUIRED FORMS**

- References – Form A
- Bid/RFP Response Form – Form B
- Deviation/Compliance Form – Form C
- Non-Collusion Statement – Form D
- Criminal Background Check and Felony Conviction Notice – Form E
- Nonresident Bidder’s Certification – Form F
- Debarment or Suspension Certification – Form G
- CIQ – Form H
- Vendor Data Form – Form I
- Vehicle Operator Screening Information – Form K
- Charter Bus Service Capacity and Pricing – Form L
- Submittals 1-14
- Child Support Certification

### **SALES TAX**

The total for each bid submitted must include any applicable taxes, although Etoile Academy is exempt from most City, State, and Federal taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. Etoile Academy cannot determine for the bidder whether or not the bid is taxable to Etoile Academy. The bidder through the bidder’s attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored. Etoile Academy is additionally exempt from motor vehicle sales tax, whether purchased or leased. Such cost/expenses of taxes may not be passed on to Etoile Academy and should be avoided using Etoile Academy’s exemption entitlement under State law.

### **SPECIFICATIONS**





The offeror shall note in writing any deviations from the specifications and shall submit those changed specifications as alternates.

### **TERMINATION**

Etoile Academy shall have the right to terminate for default all or any part of this contract if offeror breaches any of the terms hereof or if the offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Etoile Academy may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

- Etoile Academy has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.
- Etoile Academy may terminate the contract and debar the vendor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and "Energy Policy and Conservation Act."



## SPECIFICATIONS

1. **General.** The following instructions by Etoile Academy are intended to afford offerors an equal opportunity to participate in the contract.
  - 1.1 Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.
  - 1.2 Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/proposal) is submitted will be construed by the Etoile Academy Board of Directors to indicate that the offeror agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents not withstanding existing material and labor markets' conditions.
  - 1.3 Any explanation desired by an offeror regarding the meaning or interpretation of these instructions or any other RFP documents must be requested in writing to Kayleigh Colombero, Founder & Director, at [kcolombero@etoileacademy.org](mailto:kcolombero@etoileacademy.org) with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors. **Questions are due in writing by 11:59 PM, 01, April, 2020.**
  - 1.4 A functional area expert or a day-to-day contract administrator or manager for Etoile Academy may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other Etoile Academy employees are not authorized to substantially amend this solicitation document nor to substantially modify the subsequent contract. Substantially amend includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by the Superintendent, Kayleigh Colombero. Modifications to contracts/agreements will be made by the Superintendent in accordance with the Etoile Academy Board's guidance, policies, and/or procedures. If a vendor acts on the guidance of a Etoile Academy employee that is not authorized to make changes, the vendor does so at its/his/her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a Etoile Academy employee that is not authorized to make changes, the vendor does this at its/his/her own risk or peril and risks the termination of its/his/her contract/agreement.
  - 1.5 The terms offeror, contractor, proposer, vendor, respondent and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms Etoile Academy, Owner, and/or government entity refer to Etoile Academy.
2. **Specifications.** Offerors are expected to examine the specifications, standard provisions, and all instructions. Failure to do so will be at the offeror's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.



- 3. Information required.** Each offeror shall furnish the information required by the RFP documents. The offeror shall fill out and return all required forms. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to Etoile Academy.



**Submission of Proposals.** The offeror should propose is/his/her lowest and best price. Proposals shall be submitted in an envelope marked on the outside with the offeror's name, address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time recorded at Etoile Academy's Superintendent on or before the published deadline date and time shown on the RFP. **Proposals received after the published time and date will not be considered and will be returned unopened. Faxed proposals will not be accepted.**

3.1 All prices shall be entered on the proposal in ink or typewritten.

3.2 Proposed price should be firm (fixed). Proposer should include the pricing for the 2020-21 school year. If the contract is renewed, and costs increase due to the increase in fuel, increase in service, demand, etc., the proposer must issue a document to Etoile Academy explaining the price increase and suspected length of time the increase will be in effect.

3.3 Etoile Academy is exempt from federal excise taxes, state and local sales and use taxes.

3.4 Failure to manually sign the offer will disqualify it.

**4. Discussions/Negotiations.** Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, Etoile Academy reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by Etoile Academy's Superintendent and will include only those initial offers that the Superintendent determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

**5. Best and Final Offers.** If discussions/negotiations are conducted, offerors will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

**6. Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn by written notice received by Etoile Academy prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by an offeror or is/his/her authorized representative prior to the opening date/time, provided the offeror's identity is made known and it/he/she signs a receipt for the proposal.

**7. Opening Proposals.** All proposals shall be opened at the due date and time. A formal "opening" will not be held and prices will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but Etoile Academy's records are a matter of public record.

**8. Insurance.** The successful offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-VII) authorized to do business in Texas as follows: Successful offeror is required to provide a copy of insurance coverage to Etoile Academy. Insurance certificates must contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days prior



written notice has been given to Etoile Academy. Insurance must remain in effect for the duration of this contract. In some cases, Etoile Academy may be required to be named as an additional insured on the vendor's insurance coverage. If Etoile Academy is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within 10 calendar days from the date of award. If Etoile Academy requires a certificate of insurance, the bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "Etoile Academy, 6614 Hornwood Drive, Houston, TX 77074"

### 8.1 Insurance Requirements.

9.1.1 Comprehensive General Liability:	General Aggregate	\$2,000,000
	Products - Comp / or Agg	300,000
Commercial General Liability	Personal & Adv. Injury	300,000
Claims Made Occur	Each Occurrence	1,000,000
Owner's Contractor's Protection	Fire Damage (Any one Fire)	50,000
	Med. Expense (Any one person)	5,000
9.1.2 Property Damage:	Aggregate	\$ 600,000
	Bodily Injury Each Person	300,000
	Each Accident	300,000
	Each Occurrence	100,000
9.1.3 Automobile Liability for:	Combined Single Limit	\$1,000,000
Any Auto	Bodily Injury Each Person	100,000
All Owned Autos	Bodily Injury Per Accident	300,000
Scheduled Autos		
Hired Autos	Property Damage - Aggregate	300,000
Non-Owned Autos	Property Damage Each Occurrence	100,000
Garage Liability	Aggregate	1,000,000
9.1.4 Umbrella form - Excess liability		\$1,000,000
9.1.5 Workers' Compensation*:		
Statutory and Each Accident		\$ 500,000
Employer's Liability Disease - Policy Limit		500,000
Disease - Each Employee		500,000

\*Workers' Compensation (for Charter Bus Service/Drivers) successful offeror must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, including Employer's Liability with a limit of at least \$500,000.

8.2 The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

8.3 Should any of the above described policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder, Etoile Academy.



8.4 The contractor shall agree to waive all right of subrogation against Etoile Academy, its officials, employees and volunteers for losses from work or services performed by contractor for Etoile Academy.

8.5 The contractor shall hold Etoile Academy harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this agreement.

8.6 The select offeror will be required to supply an insurance certificate naming Etoile Academy as an additional insured.

**10. Indemnification and Hold Harmless.** Except as otherwise expressly provided, offeror shall defend, indemnify, and hold Etoile Academy harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

**11. Assignment of Overcharge Claims.** Successful offeror shall assign to Etoile Academy any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

**12. Right to Investigate.** Etoile Academy may make such an investigation as it deems necessary to determine the ability of a potential vendor to provide satisfactory performance in accordance with specifications, and the vendor shall furnish to Etoile Academy all such information and data for this purpose as Etoile Academy may request. Etoile Academy maintains the right to conduct a criminal background investigation of all operators hired by the vendor involved in the transport of Etoile Academy personnel and students. Etoile Academy will conduct spot checks of vehicles on site during pick-up of personnel or students, and reserves the right to inspect vehicles upon visit to vendor's site.

**13. Licensing.** Vendors responding to this request must submit proof of compliance with all Federal Regulations mandated for these types of vehicles, and be licensed by the USDOT and have TXDOT certificate. A copy of the TXDOT registration and Federal Motor Carrier Safety Administration registration and safety rating information should be included with the responses to this proposal.

**14. Discussions/Negotiations.** Discussions/negotiations may be conducted with offerors who are deemed to be within the competitive range, however, Etoile Academy reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by Etoile Academy's Founder & Director and will include only those initial offers that the Purchasing Agent determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.



### **RESPONSIBILITIES OF OFFERORS**

1. The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/offeror.
2. Offerors are expected to provide prompt service that is due under this contract. Past performance of offerors may be a factor in awarding future contracts.
3. Offerors are expected to deliver services / product(s) per specifications.
4. Vendors responding to this request must submit proof of compliance with all Federal Regulations mandated for these types of vehicles, including but not limited to the license by the USDOT and TXDOT certificate (in order to operate on Texas public roads).
5. Vendor must include a copy of insurance certificate, licenses, registration information, felony conviction notice, offer forms, and any other requested information included in the forms for response.







**ÉTOILE ACADEMY**  
CHARTER SCHOOL

3.

*COMPANY NAME OR CONTACT PERSON*

STREET ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

TELEPHONE NUMBER

PRODUCTS/SERVICES USED

DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK



**FORM B**

**BID/RFP RESPONSE FORM**

The undersigned, in submitting this Bid/RFP and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/RFP; that he/she will abide by all the policies and procedures of Etoile Academy; and that he/she has read this entire Bid/RFP package, and is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in **ALL** sections of this Bid/RFP.

**Failure to manually sign this Bid/RFP Response Form will be the reason for the bid/RFP to be rejected.**

SUBMITTED BY:

Firm: \_\_\_\_\_  
(LEGAL Firm Name)

***MUST BE SIGNED IN INK TO BE CONSIDERED RESPONSIVE***

By: \_\_\_\_\_  
**(Original Signature)**

Name: \_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_  
(Type or Printed Title) (Date)

Contact  
Representative

Address:

City/ST/Zip:

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_



**ÉTOILE ACADEMY**  
CHARTER SCHOOL

Email:

***NOTE: Submit copy of Bidder's/ Proposer's  
current W-9 Form***

Taxpayer Identification #: \_\_\_\_\_

Prompt Payment Discount:                      %                      Days

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Bid/RFP Document. *(Please initial in ink beside each addenda received. If none received, leave blank)*

Addendum No. 1                      Addendum No. 2 \_                      Addendum No. 3                      Addendum No. 4 \_



**FORM C**

**DEVIATION/COMPLIANCE SIGNATURE FORM**

If the undersigned Firm intends to deviate from the Specifications listed in this bid/RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Etoile Academy will consider any deviations in its bid/RFP award decisions, and reserves the right to accept or reject any bid/RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Firm assures Etoile Academy of his/her full compliance with the Terms and Conditions, Specifications, and all other information contained in this bid/RFP document.

No Deviation

Yes Deviations

Firm's Name: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized Company  
Official:

Date Signed:

If yes is checked, please list below. Attach additional sheet(s) if needed.



FORM D

**NON-COLLUSION STATEMENT**

“The undersigned affirms that he/she is duly authorized to execute this bid/RFP, that this company, corporation, firm, partnership or individual has not prepared this bid/RFP in collusion with any other bidder/proposer, and that the contents of this bid/RFP as to prices, terms or conditions of said bid/RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/RFP.”

Firm’s Name: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized  
Company Official:

Date Signed:

Firm hereby assigns to purchaser any and all claims for overcharges associated with this bid/RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.





**ÉTOILE ACADEMY**  
CHARTER SCHOOL

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Details of Conviction(s):

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Signature of Company Official:

Date:

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**FORM E - CONTINUED**

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for Etoile Academy pursuant to this bid/RFP on any and all Etoile Academy campuses or facilities. Vendors will not assign individuals to provide services at an Etoile Academy campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of Etoile Academy.



**FORM F**

**RESIDENT/NONRESIDENT BIDDER'S CERTIFICATION**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3)

“Nonresident bidder” means a bidder who is not a resident.

Section 2252.001(4)

“Resident bidder” means a bidder 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 unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the non resident's principal place of business is located.

I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)

Signature of Authorized Company Official: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_

.....  
I certify that \_\_\_\_\_ is a Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State:

Signature of Authorized Company Official: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_





If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the vendor or the vendor's ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes: \_\_\_\_\_ No: \_\_\_\_\_



**FORM G**

**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the Firm and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this Firm:

- (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

Firm's Name: \_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Title of Authorized Company Official: \_\_\_\_\_  
*(Typed or printed)*

Signature of Authorized  
Company Official:

Date Signed:



**FORM H**

**CONFLICT OF INTEREST QUESTIONNAIRE**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Business Office of Etoile Academy not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500.

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **Etoile Academy requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.





**FORM I**

**VEHICLE OPERATOR SCREENING INFORMATION**

Please list below the agency/company that performs the **criminal background checks** for your company's vehicle operators:

Agency name: \_\_\_\_\_ Phone # \_\_\_\_\_

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

Are these background checks maintained in the employment files? \_\_\_\_\_

Do you understand that Etoile Academy desires that no driver or vehicle operator that has been convicted of a crime of moral turpitude, or any other felony, be allowed to transport Etoile Academy students? \_\_\_\_\_

Please list below the agency/company that performs **alcohol/drug screening** for your company:

Agency name: \_\_\_\_\_ Phone # \_\_\_\_\_

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

Are drug and alcohol screenings performed on every employee prior to being offered employment? \_\_\_\_\_

Are employees randomly tested during employment? \_\_\_\_\_

If yes, how frequently? \_\_\_\_\_

**Vehicle Safety Inspections**

Etoile Academy reserves the right to conduct safety inspections of vehicles prior to personnel or students being transported. Etoile Academy also may conduct vehicle safety inspections at the vendor's site.

Please list location of vehicle storage/warehousing: \_\_\_\_\_  
\_\_\_\_\_

**By signing below, I acknowledge that all information on this form is accurate and any change to this information will be immediately disclosed to Etoile Academy.**

Signature of Company Official: \_\_\_\_\_



**ÉTOILE ACADEMY**  
CHARTER SCHOOL

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

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



**FORM K**

**CHARTER BUS SERVICE CAPACITY AND PRICING**

**Please list below the storage capacity of vehicles:**

<u>Bus Capacity</u>	<u>Location of Storage</u>	<u>Amount of Storage</u>
____ Passenger	_____	_____
____ Passenger	_____	_____
____ Passenger	_____	_____
____ Passenger	_____	_____
____ Passenger	_____	_____

**Pricing Chart**

Bus Capacity	Min. Rate Charged (\$/Hours)	Additional Hour(s) Over the Min Rate	Mileage Rate	Daily Rate # Of Hours
____ Passenger	\$_____/____ Hour s	\$_____/Hour	\$_____/Mile	\$_____/____ Hours
____ Passenger	\$_____/____ Hour s	\$_____/Hour	\$_____/Mile	\$_____/____ Hours
____ Passenger	\$_____/____ Hour s	\$_____/Hour	\$_____/Mile	\$_____/____ Hours
____ Passenger	\$_____/____ Hour s	\$_____/Hour	\$_____/Mile	\$_____/____ Hours
____ Passenger	\$_____/____ Hour s	\$_____/Hour	\$_____/Mile	\$_____/____ Hours

**Additional Information**

Identify pricing formula to assist in proposal evaluation (if any).



List any information below not requested in this offer form that you would like Etoile Academy to be aware of. Feel free to include information regarding safety organizations, training, emergency preparedness, etc.

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Insurance, TXDOT, USDOT, Federal Motor Carrier Safety Administration, and any other required certificates or licenses must be included in response for offer to be considered. Additional information offeror would like to provide to Etoile Academy in addition to the required documents and forms is welcome.





## SUBMITTALS

### Submittal 1: Implementation Plan

Respondents shall detail its implementation plan and specific timelines to be followed, including a transition plan if selected proposer is different than the current provider.

Please provide a plan and schedule for implementation, should your firm be selected as the successful proposer. It is expected that your organization's leaders be present during any initial implementation phase within Etoile Academy and be able to meet monthly with Etoile Academy's executive administration at least for the first six months of implementation. Your schedule and plan should address:

- Inspection of vehicles, facility, and equipment;
- Acquisition of required vehicles;
- Occupation of terminal facility;
- Recruitment/relocation, if necessary, of management and supervisory personnel;
- Selection, any necessary training, and employment of drivers;
- Employee orientation, especially to routes and schedules;
- An in-depth plan for reduction of costs to Etoile Academy should be supplied annually as part of the operations report. The plan should be focused on reduction of fuel consumption, route efficiency, appropriate staffing or any other pertinent areas of cost assessed by Etoile Academy or contractor. Advise Etoile Academy on what areas information can be supplied annually for cost savings. This cost savings report should be presented to Etoile Academy no later than June 30<sup>th</sup> annually.

### Submittal 2: Experience in School Transportation

Respondent shall provide a statement of its qualifications to provide the specific services requested herein.

### Submittal 3: Staffing Plan

Respondents shall submit a staffing plan that clearly shows how the daily operations of the local compound(s) will be managed during the normal hours of operation, plus during any emergency or after-hours situation that may arise. This plan must include both operations and vehicle maintenance functions. Please include in staffing dedicated contacts for Field Trips/Athletic buses, Routing, and Contract/Invoice questions.

### Submittal 4: Maintenance Program

Respondent shall provide a description of its proposed vehicle maintenance program and how it will be administered. The maintenance program shall include the description of the maintenance schedule.

- A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages? Yes \_\_\_\_\_ No \_



- a. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.
- B. Do you require any daily regular written reports from your drivers on the condition of their vehicles? Yes \_\_\_\_ No \_\_\_\_
  - a. Briefly describe and provide a sample of these reports, (including your daily bus checkout report form) and note their frequency.
- C. Do you use any other methods of identifying defects in buses? (If so, please describe.)  
Yes \_\_\_\_ No \_\_\_\_
- D. What is your procedure for ensuring serious safety related or potentially vehicle-damaging defects are identified in a vehicle in a timely manner and the vehicle is immediately removed from service until such defects are corrected?
  - a. How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time?
- E. Do you maintain and evaluate records of road failures? Yes \_\_\_\_ No \_\_\_\_
  - a. If Yes: During the past year, of the buses your firm maintained, on average how many per month experienced roadway failures?
- F. During the past year, what percentage of time were the buses you maintained out of service? (This should include time for inspection, repair, maintenance, or other reasons.)  
Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.) Yes \_\_\_\_ No \_\_\_\_
  - a. Briefly describe this schedule.
- G. What qualification and experience requirements do you have for your mechanical personnel?
- H. Do a third party inspector come in to evaluate your buses? Yes \_\_\_\_ No \_\_\_\_
  - a. If yes, how often?

Submittal 5: Driver Hiring and Retention Program

Respondent shall provide a description of its hiring process and the selection criteria used. The Proposer will implement an employee drug-screening program and pay all costs associated with the ongoing screening process.

State the number of regular bus drivers you now have employed in Texas:

Charter Schools: \_\_\_\_ School Districts: \_\_\_\_ Other: \_\_\_\_



# ÉTOILE ACADEMY

CHARTER SCHOOL

- A. How/where does your firm recruit drivers?
- B. What methods do you use to screen and select drivers from among the applicants?
  - a. What information do you use and how do you gather it?
  - b. What criteria or standards do you use and for what reasons might you reject an applicant?
  - c. Do you require all terminal employees to be drug tested? Yes \_\_\_\_ No \_\_\_\_
- C. Do you check driver applicant references? Yes \_\_\_\_ No \_\_\_\_
- D. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.
- E. What percentage of driver applicants eventually begin your training program? \_\_\_\_ %
- F. What percentage of your driver applicants are hired directly as certified school bus drivers? \_\_\_\_ %
- G. Are the Department of Public Safety driving records of all your applicant drivers evaluated during the selection process? Yes \_\_\_\_ No \_\_\_\_
  - a. How does your company propose to handle criminal record checks?
- H. What is the current rate of annual turnover among drivers your firm employs? \_\_\_\_ %
- I. Do you have driver training programs as a part of your current operational procedures?
  - a. Original (for persons with no school bus driving experience): Yes \_\_\_\_ No \_\_\_\_
  - b. In-service (continuing education and retraining for experienced school bus drivers): Yes \_\_\_\_ No \_\_\_\_
- J. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your training program. If available, please provide the outline or course of study.
  - a. How long is the program?
  - b. Number of hours in the classroom?
  - c. Number of hours behind-the-wheel?
  - d. Describe the components of the program and the number of hours devoted to each component.
  - e. Are driver applicants paid while they receive training? Yes \_\_\_\_ No \_\_\_\_
  - f. Do you evaluate applicants immediately before they are tested for certification? Yes \_\_\_\_ No \_\_\_\_
  - g. What proportion of persons entering your program gain certification as a School Bus Driver within a specified period after entering the program? (You may specify the period, but it may not be longer than one year.) \_\_\_\_ % within \_\_\_\_\_ period.
- K. Describe your in-service driver training and retraining program. Please include the field supervision components in this program on the content of training. If available, please provide the outline or course of study.
  - a. How many training sessions are offered each semester at your typical terminal?
  - b. Explain your procedures and requirements to train employees that need to drive buses to transport students to extra-curricular events, such as ball games, drama events, Special Needs activities, etc.



- c. Are any independent reviews of training quality conducted on your training programs? Yes \_\_\_ No \_
- d. If so, please describe the reviews.
- e. How do you identify those drivers for whom retraining will be required?
- L. If you currently have a driver training program, does the program include a section on transportation service for Special Needs pupils? (If available, please provide the outline or course of study.) Yes \_\_\_ No \_\_\_
- M. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints (those which can be verified and are deemed serious)?
  - a. Do your motivation and discipline programs offer progressive rewards and penalties? Yes \_\_\_ No \_\_\_
  - b. Can drivers participate in defining and developing standards, rewards and penalties? Yes \_\_\_ No \_\_\_
  - c. What monetary rewards and penalties are offered?
  - d. What non-monetary rewards and penalties are offered?

Submittal 6: Driver Safety and Training Program

Respondent shall provide an overall description of its training process and driver education program.

- A. If you have established, continuing safety program, please describe the operation, contents and requirements of the program. Number of hours per year required per employee.
- B. How often are safety meetings held?
- C. Describe any established safety organization activities in which your organization or its key personnel participate.
- D. Do your buses have video cameras?
  - a. If not, what is the cost if any, to Etoile Academy to install cameras on each bus?
  - b. If so, how long are your video records retained?
- E. What have been the School Bus Accident Rates for school buses operated by your firm in each of the three most recent academic years? **Provide a description of how you define school bus accidents.**

	School Bus Accidents	Motor Vehicle Accidents
	per million vehicle miles	per million vehicle miles
2013-14	_____	_____
2014-15	_____	_____
2015-16	_____	_____



Submittal 7: Student Safety Program

Respondent shall provide a description of how it will address the issue of student safety, including any educational programs it has implemented and all student training provided in order to educate students and teachers on school bus evacuation under DPS standards.

What are your procedures for accident reporting?

- A. How quickly do you report the information to your client, and who do you contact?

Submittal 8: Cost Proposal Form

Respondent must provide a fixed cost proposal for the services requested. Although cost is an important consideration, proposals will also be evaluated in terms of the quality of the Respondent's proposal relative to the other criteria listed here. Only after identifying the apparently successful proposer, based upon the evaluation criteria set forth in this document, will Etoile Academy's evaluation committee make public the proposers' rates.

Submittal 9: List of Bus Driver and Bus Aide Qualifications

The respondent shall submit a list of bus driver qualifications, certifications and indications of ability to meet all driver requirements under Texas statutes and regulations, and how the respondent proposes to supply these drivers, assuming existing drivers will not be available. Respondent shall specifically discuss how it obtains and reviews each driver's driving record and criminal history information and how often this is done/renewed. Please submit bus aide qualifications especially as it pertains to students with special needs.

Submittal 10: Mechanics Training and Certification Process

Respondent shall describe its mechanic training and certification process.

Submittal 11: Customer Feedback

Respondent shall provide a description of its formal customer feedback system, provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.

How does your company measure:

- A. Parent satisfaction?
- B. Administrator satisfaction?
- C. Etoile Academy's Employee Satisfaction?
- D. Your company Employee Satisfaction?
- E. Customer Satisfaction?

Submittal 12: Plan for Substitute Buses and Relief Drivers

Respondent shall address the provision for substitute buses and drivers needed for performance under the terms of this contract.

Submittal 13: Customer Service Philosophy

Respondent shall describe its customer relations philosophy and its program in this area.



Submittal 14: Site Evaluation

One or more members of Etoile Academy's evaluation committee may conduct one or more site evaluations. If site evaluations are conducted, they will be conducted at facilities of Etoile Academy's choice where the proposer currently provides student transportation services.

Site evaluation criteria, not listed in any order of weight or priority, are as follows:

- Personnel
- Overall Appearance of Facility
- Fleet Quality
- Record-keeping

By submitting a proposal, each proposer agrees to make selected facilities and facility's personnel available to Etoile Academies evaluation upon reasonable notice.



**CHILD SUPPORT CERTIFICATION**

*Family Code, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment On Publicly Funded Contracts, prohibits the payment of state funds under a grant, contract, or loan to*

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

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

- all arrearages have been paid;
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency; or
- the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

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

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application, and
- the statement in Section 3 below.

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

In accordance with Section 231.006, the names and social security numbers of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below (attach additional sheet if necessary):

Name \_\_\_\_\_ SSN: \_\_\_\_\_

Name \_\_\_\_\_ SSN: \_\_\_\_\_

Name \_\_\_\_\_ SSN: \_\_\_\_\_

As required by Section 231.006, the undersigned certifies the following: “the vendor or applicant certifies that the individual or business entity names in this contract, bid or application is not ineligible to received the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”



**ÉTOILE ACADEMY**  
CHARTER SCHOOL

Contractor authorized representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor authorized representative signature: \_\_\_\_\_ Date: \_\_\_\_\_





**END OF DOCUMENT.**