

PROPOSAL DEADLINE: FRIDAY, DECEMBER 14, 2018 – 2:00 PM CST

**STUDENT TRANSPORTATION SERVICES  
RFP ID #0005JP**

Athlos Academy Jefferson Parish



**ATHLOS  
ACADEMIES**

**ATHLOS ACADEMY JEFFERSON PARISH**

REQUEST FOR PROPOSAL  
PROPOSAL INSTRUCTIONS; GENERAL CONDITIONS AND SPECIFICATIONS/SCOPE OF WORK/SERVICES FOR:  
STUDENT TRANSPORTATION SERVICES

Due: December 14, 2018

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**SECTION 1.0 - NOTICE TO PROPOSERS**

**Request for Competitive Sealed Proposals (RFP)**

**RFP Deadline: December 14, 2018 – 2:00 PM CST**

**Proposal Number and Title: RFP ID #0005JP - Student Transportation Services**

**OPTIONAL PRE-PROPOSAL MEETING – DECEMBER 04, 2018 – 10:00 AM**, 979 BEHRMAN HWY., TERRYTOWN, LA 70056

You are hereby invited by the Athlos Academy Jefferson Parish (AAJP) to submit a proposal for STUDENT TRANSPORTATION SERVICES. Proposals will be accepted at the campus until December 14, 2018. Proposals will be received at 979 Behrman, Hwy., Terrytown, LA 70056 until – **2:00 p.m.** (CST).

Instructions to access the proposal package from electronically are as follows: Navigate to [www.athlosjp.org](http://www.athlosjp.org), click on the “OUR SCHOOL” then “School News and Calendar”. In the “News and Info” section there will be a link to this RFP.

Any Proposal received later than the specified time listed above, whether delivered in person or by mail, shall be disqualified. Athlos Academy Jefferson Parish reserves the right to reject any/all Proposals and to accept any Proposal deemed most advantageous to AAJP and to waive any formalities or technicalities in the Request for Proposal process. Athlos Academy Jefferson Parish further reserves the right to reject any and/or all proposals.

Any expenses incurred by the Offeror in preparing its response and in submitting the proposal are the sole responsibility of the Offeror.

Faxed proposals or any other form of electronic submission will not be accepted for consideration.

**Timetable:**

Release RFP – Advertisement	November 4, 2018
Deadline for Submittal of Proposal:	December 14, 2018
Deadline for submitting questions related to this RFP:	December 1, 2018
Notification to Selected Provider:	December 17, 018
Effective Date:	January 7, 2018

Due: December 14, 2018

## SECTION 2.0 - STANDARD TERMS & CONDITIONS

2.1 The Invitation to Proposers, terms and conditions, the specifications, the received Proposal, and the subsequent Approval form the contract and they shall be fully part of the contract, as if thereto attached, or therein repeated. These documents represent the entire agreement between the successful proposer and Athlos Academy Jefferson Parish and supersede any prior discussions or negotiations, representations or agreements, either written or oral.

2.2 It shall be the sole responsibility of the Proposer to ensure that his/her proposal is received at the appropriate destination by the advertised/specified deadline. To be considered as eligible to submit a proposal, an Offeror shall have complied with all legal requirements to permit him/her to operate under applicable laws of the State in which the work is to be executed. No Facsimile (Fax) or other Electronic transmissions will be accepted for consideration.

2.3 Proposals received after the date and time specified will not be considered. Late proposals will remain unopened. The AAJP is not responsible for any lateness of U.S. Mail, Commercial Carrier (Fed Ex, UPS, etc.), personal delivery, etc. The date/time stamp at the Campus shall be the official time of receipt. It shall be the sole responsibility of the Proposer to ensure that his/her bid is received at the appropriate location by the specified deadline. There shall be no exceptions to this clause. If a proposal is declared late, the time of arrival will not be discussed.

2.4 Proposers are cautioned to read this invitation carefully, to complete all entries, and submit all documents or information requested and required to be returned. Failure to return a document may be declared non-responsive and result in non-consideration of the Proposal.

2.5 Prices and/or discounts submitted for this Proposal will be held firm for the initial term of the contract. After the initial contract term, Athlos Academy Jefferson Parish reserves the right to extend the contract for four (4) additional one-year periods, upon the agreement of both the successful vendor and the AAJP. Renewing the contract would imply doing so under the same terms and conditions. A price and/or discount re-determination may be considered by AAJP only at the anniversary date of the contract.

2.5 Proposal contracts are considered to be in force during the period stipulated by the Proposal or until replaced by a subsequent Request for Proposal for the same product or services.

2.6 If for any fiscal year (currently July 1 thru June 30) of this contract, the AAJP for any reason fails to appropriate funds for these services, AAJP will notify the vendor immediately and will no longer be obligated under the contract. This is commonly referred to as "Funding Out."

2.7 The successful vendor may cancel the contract only at the end of the plan year by giving the school written notice ninety (90) days prior to the end of the plan contract year.

2.8 Athlos Academy Jefferson Parish reserves the right to cancel a part or this entire contract at any time during the term for cause. Notification will be submitted in writing no less than sixty (60) days prior to the effective date. This action will not be taken until all avenues of corrective action have been taken and exhausted.

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2.9 Athlos Academy Jefferson Parish reserves the right to accept or reject any and all Proposals and to waive any formalities or technicalities if deemed in the best interest of AAJP. The School also reserves the right as sole judge of quality and equality.

2.10 Proposals meeting the requirements of the Request for Proposal shall be considered. Proposers taking exception to the specifications or offering substitutions shall state these exceptions plainly on the Proposal document.

2.11 Any interpretations, corrections, additions, or changes to the Request for Proposal and the Specifications will be made by addenda or an amendment to the Proposal. The sole issuing authority of addenda or amendment(s) shall be vested in the AAJP's Purchasing Department. Receipt of any addenda must be acknowledged on the Offer Certification Form and included in your proposal.

2.12 No right or interest in this contract shall be assigned or delegation of any obligation made by the vendor to another vendor. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes.

2.13 Each Proposer, by making his/her Proposal, represents that he has read and understands the Invitation to Propose. Failure to respond to this Proposal may remove your company from future Proposal notifications.

2.14 For the proposal to be valid, it must be manually signed in blue or black ink in the blank provided on the Proposer's Certification form by the person authorized to provide the signature. By providing such a signature, the Offeror agrees to strictly abide by the terms, conditions, and specifications, embodied in this Request for Proposals. Failure to provide the required signature shall disqualify the proposal.

2.15 Athlos Academy Jefferson Parish is exempt from payment of any Louisiana State Sales Tax or Federal Excise Tax allowed by law.

2.16 All campus property and facilities are a drug free zone. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a school building or while on school property. Any person on school property shall not use or possess tobacco products, electronic cigarettes or other smokeless tobacco products. Employees shall be designated to ensure appropriate conduct of participants and others while on school premises. Any person on school property shall not use or possess tobacco products, electronic cigarettes or other smokeless products. The proposing company and its employees shall adhere to this policy.

2.17 Each Proposer must give notice to Athlos Academy Jefferson Parish if a person, owner, or operator of the business has been convicted of a felony. The School may terminate a contract with a person or business if it discovers that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.

2.18 If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, AAJP reserves the right upon written notice to the vendor to the following remedies (though not just limited to these): purchase the products elsewhere, cancel the contract, and/ or award to the next qualified proposer.

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2.19 Should the vendor fail to perform by providing the Proposal product at the price submitted, and/or if the vendor is unable to provide the Proposal product within a specified time frame, Athlos Academy Jefferson Parish will recover by purchasing the product elsewhere. Damages will be assessed against the defaulting vendor for the difference between the prices paid for the product on the open market less the original Proposal price, assuming the purchase price is higher than the original awarded Proposal price. Damages may also be assessed for the cost of procuring the product elsewhere and expenses incurred due to the delay caused by not having the specified goods. If the open market price is less than the Proposal price, damages for delay and interim substitutes may be assessed.

2.20 The Uniform Commercial Code (UCC) shall govern the agreement between the seller and Athlos Academy Jefferson Parish created by this Proposal. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Louisiana as effective and in force on the date of this agreement. Proposers are advised that all School contracts are subject to all legal requirements provided for in the Local, State, and Federal statutes.

2.21 Proposers shall submit all questions concerning this proposal to Bobby LaBorde – Chief School Finance Officer by email at blaborde@athlosacademies.org. A reply in the form of written addendum will be posted electronically on the designated web page. It shall be the responsibility of all prospective offerors to check the web page regularly for any addenda that has been issued. If the answer provides clarification or will have an impact on the Proposal responses, documentation of receipt of the addenda must be provided on the Offer Certification Form. The deadline for submitting questions in conjunction with this RFP is December 1, 2018.

2.21 Vendors who do not submit an offer are requested to notify Athlos Academy Jefferson Parish in writing if they wish to receive future bids / proposals. Failure to do so may result in their being deleted from the bid list.

2.22 By signing this Proposal, a proposer affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the Proposal submitted.

2.23 By signing this Proposal, a proposer affirms that, to the best of his/her knowledge, the Proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other offerors in the award of this Proposal.

2.24 PROPOSER SHALL NOTE any and all relationships that might be a conflict of interest and include such information with the Proposal.

2.25 For an alternate product Proposal item to be considered, a brochure or detailed specification must be attached to the specification price sheet explaining how the product deviates from the specifications. AAJP reserves the right to make final decisions as to comparable items.

2.26 Offerors are strictly prohibited from approaching members of the Board of Directors or any officer of the School in an attempt to gain an advantage in the award process after proposals have been opened and prior to award of the contract. The School by written notification to the Offeror, may reject and/or

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disqualify an offer for violation of this clause.

2.27 Athlos Academy has implemented a “No Contact” procedure during the bidding process. This means that from the date the proposal is issued until the date the proposal is awarded, there shall be no contact by any vendor to any Athlos Academy employee (excluding clarification questions) or Board member in relation to this proposal, unless authorized by the Chief School Finance Officer.

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SECTION 3.0 –SPECIAL TERMS & CONDITIONS/CONTRACT PROVISIONS

3.1 OPENING OF PROPOSAL:

Upon arrival of the specified submittal deadline, all qualifying proposals will be publicly opened, and the monetary amounts will be read aloud. Responses received after opening time will be deemed non-responsive and will be returned unopened. The Proposals will be reviewed by the evaluation team to ascertain which Proposals address all requirements for the Request for Proposals. Proposals determined to be technically non-responsive or not as responsive as other Proposals are subject to elimination at this point. The team may interview selected vendors to clarify specific matters presented in the Proposals. These discussions will allow the vendor to elaborate on his/her Proposal and to request other pertinent information. The evaluation team will use information gained during these discussions and information presented in the Proposal to rank vendors in accordance with criteria stated in the Request for Proposals and make their recommendation for award of any resulting contract.

3.2 AWARD OF CONTRACT:

- 3.2.1 The award of a contract, if it is awarded, will be made by Athlos Academy Jefferson Parish to the Offeror whose Proposal is determined to be the most advantageous to AAJP, taking into consideration the relative importance of price and other evaluation factors. It is estimated that the recommended award may be made within forty-eight (48) hours after the opening of the Proposals. No award will be finalized until after investigations are made as to the responsibilities of the Offerors.
- 3.2.2 Athlos Academy Jefferson Parish reserves the right to solicit additional information from the Offerors or anyone Offeror, should the evaluation team deem such information necessary.
- 3.2.3. The School reserves the right to award this proposal by the method(s) determined to be the most advantageous to Athlos Academy Jefferson Parish award methodology will be at the sole discretion of AAJP.

3.3 USE OF SUBCONTRACTORS:

3.3.1 The Proposer awarded a contract by the School must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors.

Acceptance or rejection of a proposer’s request to use subcontractors is at the sole discretion of AAJP. AAJP reserves the right to reject any proposal to function as the prime contractor on the awarded contract. When approved, the subcontractor(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its subcontractor(s).



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3.3.2 With prior approval of the School, the prime contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and Athlos Academy Jefferson Parish or any obligation on the part of the School to pay, or to be responsible for the payment of, any sums to the subcontractors.

3.3.3 The provisions of resultant agreement shall apply to all subcontractors in the same manner as to the prime contractor. In particular, the School will not pay, even indirectly the fees and expenses of a subcontractor that do not conform to the limitations and documentation requirements of resultant agreement.

3.3.4 Upon written request from the AAJP, the contractor shall supply the School with subcontractor agreements.

3.4 TERMS AND CONDITIONS:

3.4.1 PRICE: The Offeror shall complete all forms and information submittals in the attachments and submit with the Proposal.

3.4.2 TERMS OF PAYMENT:

Terms of payment to the Offeror will be in accordance with the terms of the Agreement based on invoices submitted to and approved by the campus. Invoices shall be fully documented in accordance with the Agreement. Invoices must reflect only the amount due for that portion of the services performed, materials and equipment furnished for the period covered by each invoice. Offeror agrees to waive any/all interest charges on overdue invoices.

3.4.3 PAYMENT OF SUBCONTRACTORS/SUPPLIERS:

If subcontractors/suppliers are utilized, Offeror shall agree pay each subcontractor or sub consultant the appropriate share of the payment no later than the 10th calendar day after the day on which the Proposer receives payment from AAJP.

3.4.4 TAX EXEMPT STATUS:

Athlos Academy Jefferson Parish is a local public education entity and exempt from all city, state and federal sales and use taxes. However, it shall be understood the Offeror, for its purchase, lease or rental of a motor vehicle cannot utilize this tax-exempt status.

3.4.5 VENUE:

This Contract shall be enforceable in Jefferson Parish, Louisiana, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Jefferson Parish, Louisiana.

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**3.4.6 PERFORMANCE TIME:**

Time is of the essence in the performance of services detailed in this RFP. Athlos Academy considers time to be that period elapsing from the date the Notice to Proceed is issued until the Offeror providing the necessary work and services to be performed as part of the Scope of Services has completed all work as specified.

**3.4.7 QUESTIONS:**

If you have questions regarding the preparation of your Proposal, you may contact Bobby LaBorde – Chief School Finance Officer as stated in Section 2.21 on page 6 of this document. All Addenda will be posted, and it shall be each vendor’s responsibility to check the site for any addenda that may have been issued. Failure to correctly acknowledge receipt of addenda may be grounds for disqualification of a proposal.

3.4.7.1 Information from phone calls or through avenues other than as directed above is not binding and may result in your response being disqualified. Oral responses shall not be binding.

**3.4.8 NOTICE OF DELAYS:**

Whenever the Proposer encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes, service interruptions, or other), the Proposer shall immediately give notice thereof in writing to the School, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the deliver or performance schedule or be construed as a waiver by the School of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be ground for denial of any request for an extension of the delivery or performance schedule because of such delay.

**3.4.9 FORCE MAJEURE:**

Offeror shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the School of the date of inception of the force majeure condition and the extent to which it will affect performance.

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3.4.10 TERMINATION:

3.4.10.1 Termination for Cause. Athlos Academy retains the right to terminate any contract resulting from this RFP at its exclusive option and at no further cost or obligation to itself for reasons of Proposer's failure to perform satisfactorily in the following areas.

- Quality of service
- Fulfillment of other contractual commitments or requirements

3.4.10.2 Such termination action will be enacted only after the Offeror has been notified in writing by the School of its dissatisfaction and the Offeror has been given, in the School's opinion reasonable time to correct the matter of dissatisfaction.

3.4.11 TERMINATION FOR CONVENIENCE OF THE SCHOOL:

In any contract resulting from this RFP Athlos Academy Jefferson Parish retains the right to terminate the contract, in whole or in part, for convenience.

3.5 GENERAL PERFORMANCE REQUIREMENTS:

3.5.1 Performance shall commence upon execution of the contract by Chief School Finance Officer or designee and a written notice to proceed which must include a signed, original Purchase Order Thereafter, all Work shall be coordinated, reviewed, and approved by the Athlos Academy Jefferson Parish Executive Director or her designee.

3.5.2 The scope of this Contract and requirements of the School as described in this Proposal shall not be considered as binding on the School, and the Scope of Services awarded actually may be less than or greater than projected.

3.5.3 Proposer warrants that all services performed under any resulting Contract will be of the type and quality specified, and Athlos Academy may reject and/or refuse Services, which fall below the quality specified in the RFP and resulting Contract.

3.5.4 Failure by the Offeror to make reasonable progress in accordance with the approved performance schedule shall entitle the School to seek services from alternate sources wherever available, with the right to seek reimbursement from the Offeror for amounts, if any, paid by the School over and above the Contract price.

3.5.5 All services performed under this Contract, as required by the RFP shall be performed in the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type contract

3.5.6 Failure of Offeror to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Proposer in default of the Contract.

3.5.7 It is estimated that the term of the agreement shall commence no earlier than January 7,

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3.5.7.1 It is estimated that the services may be procured for a one (1) year term. The actual terms of the agreement will be established in the contract. The agreement may be renewed for additional terms as stated elsewhere in this document or contract.

3.5.8 Should Athlos Academy enter into an agreement as a result of this Proposal, Offeror agrees that the School is a valued and substantial customer of the Proposer, and agrees that the School shall enjoy a “most favored customer” status, able to change rates, equipment, and participate in promotional activities of the Offeror at an equal rate to the lowest rates given to governmental, public, or individuals, and that these renegotiations will take place between the School and Proposer at times and place convenient to both.

3.5.9 Re-negotiation of rates, payments, and other necessary or desirable changes in a resulting agreement will take place between the School and Proposer at times and place convenient to both. Notwithstanding, no increase or decrease in rates or payments may be made without written consent of both parties and countersigned by the appropriate designated representatives.

3.6 INDEMNIFICATION:

3.6.1 To the fullest extent permitted by applicable law, the Offeror and its agents, partners employees and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by Athlos Academy and hold harmless the School and its affiliated enterprises, representatives of the School and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Proposer or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which Athlos Academy or any of the Indemnitees has by law.

3.6.2 Offeror shall protect and indemnify Athlos Academy from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Proposer or by the School at the direction of Offeror of any article or material, provided that upon becoming. Offeror and Offeror shall be given full opportunity to negotiate a settlement. Offeror does not warrant against infringement by reason of the School's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the School agrees to cooperate reasonably

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3.6.3 The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

3.7 CONTRACT DEVELOPMENT: If a separate Contract is not written, the Contract entered into by the parties shall consist of the RFP document, the signed proposal submitted by the Proposer, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of Athlos Academy and the Proposer, all of which shall be referred to collectively as the Contract Documents, and will be a binding part of the final contract entered into by the selected Proposer and the School unless expressly excluded in the final agreement between the School and the Proposer.

3.7.1 Contract Modification and Amendment: The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Proposer must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.

3.7.2 Contract Term: The initial Contract term shall begin on the date that a contract is awarded or signed and run for a period of one (1) year from that date. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods.

3.7.3 Contract Data: The Contractor is required to provide the School with detailed data concerning the Contract at the completion of each contract year or at the request of the School at other times. The School reserves the right to audit the Contractor's records to verify the data. This data may include but is not limited to services rendered and material sold to Athlos Academy.

3.8 INDEPENDENT CONTRACTOR STATUS: Proposer recognizes that it is engaged as an independent contractor and acknowledges that Athlos Academy Jefferson Parish will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Offeror, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the School by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the School, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Proposer hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

3.9 COMPLIANCE WITH LAWS: In the execution of the Contract, the Offeror must comply with all applicable State and Federal laws, including but not limited to laws concerned with labor, environment.

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- 3.10 RIGHT TO AUDIT: At any time during the term of this Contract and for a period of four (4) years thereafter Athlos Academy Jefferson Parish or a duly authorized audit representative of the School, or the State of Louisiana, at its expense and at reasonable times, reserves the right to audit Offeror's records and books relevant to all services provided under this Contract. In the event such an audit by the School reveals any errors/overpayments by the School, the Proposer shall refund the School the full amount of such overpayments within thirty (30) days of such audit findings, or the School, at its option, reserves the right to deduct such amounts owing the School from any payments due the Offeror.
- 3.11 ACCESS TO DOCUMENTS: To the extent applicable to this procurement, in accordance with applicable Public Law, Offeror agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Offeror and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, other governmental investigative agency, or their duly authorized representative(s), legally authorized to investigate alleged fraud, overcharge, or other diversion of funds school entity receiving Federal and State public funds.
- 3.12 RESERVATION OF RIGHTS: Athlos Academy Jefferson Parish expressly reserves the right to:
- 3.12.1 Reject or cancel any or all proposals;
  - 3.12.2 Waive any defect, irregularity or informality in any proposal procedure;
  - 3.12.3 Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
  - 3.12.4 Reissue a Request for Proposals;
  - 3.12.5 Consider and accept an alternate proposal as provided herein when most advantageous to Athlos Academy Jefferson Parish;
  - 3.12.6 Procure any item or services by other means to meet time-sensitive requirements.

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3.13 **INSURANCE REQUIREMENTS:** 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-) authorized to do business in Louisiana as follows. The successful Offeror may be required to provide a copy of insurance coverage. Insurance certificates may contain a provision, or Offeror’s signature on this bid/proposal certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been provided to Athlos Academy Jefferson Parish. Insurance must remain in effect for the duration of this contract. In some cases, the School may be required to be named as an additional insured on the vendor’s insurance coverage. If the School is to be named as an additional insured on the vendor’s insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award at the vendor’s expense. If the school 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, “Athlos Academy Jefferson Parish.” Included in this Request for Proposal solicitation is a **Commitment to Provide Insurance Form**. This form is required for contracts in the amount of \$25,000 or greater and serves as a commitment from the prospective vendor(s) that the required insurance will be obtained and a certificate of such insurance will be furnished to Athlos Academy that meets the insurance requirements of this contract. **This form shall be completed by the Proposer’s Insurance broker/agent and returned with your proposal.**

3.14 **Coverage Amounts:** Businesses providing accounting services, recreational services, student support services, technology services, legislative consulting services, communication services, professional development services, curriculum and instructional services, non-profit organizations.

<b>Workers’ Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$500,000 per accident/ \$500,000 per employee
<b>General Liability:</b>	
Bodily Injury & Property Damage	\$500,000 combined single limits/ \$1,000,000 aggregate
<b>Business Automobile Liability:</b>	for Owned, Scheduled, Non-Owned or Hired Vehicles
Bodily Injury	\$250,000 per person / \$500,000 per accident
Property damage	\$250,000
<b>Professional Errors and Omissions</b>	\$1,000,000
<b>Umbrella Policy - Excess</b>	\$1,000,000 / \$1,000,000 aggregate

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#### **SECTION 4.0 –GENERAL TERMS & CONDITIONS**

- 4.1 Offerors must complete all forms and provide all information asked for under each item. Failure to comply may result in rejection of the Proposal at the Schools' option.
- 4.2 Proposals deposited with the School may be withdrawn prior to the time set for Proposal Deadline by submitting a written request. Request for non-consideration of Proposals must be made in writing to the Purchasing Agent and received by the School prior to the time set for opening Proposals. After other Proposals are opened, the Proposal for which non-consideration is requested may be returned unopened. The Proposal may not be withdrawn after the Proposals have been opened, and the offerors, in submitting the same, warrants and guarantees that this Proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such Proposal will not and cannot be withdrawn because of any mistake or mistaken assumption of fact committed by the offerors.
- 4.3 Proposals will be tabulated for comparison on the basis of the Proposal prices and guarantees shown in the Proposal. Until final award of the Contract, the School reserves the right to reject any or all Proposals, to waive technicalities, or proceed to do the work otherwise in the best interest of the Athlos Academy.
- 4.4 Proposals may be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, unauthorized alternate Proposals or irregularities of any kind. However, the School reserves the right to waive any irregularities and to make the award in the best interests of the Athlos Academy.
- 4.5 The successful Offeror may not assign his rights and duties under the award without the written consent from the Athlos Academy. Such consent shall not relieve the assignor of liability in the event of default by his assignee.
- 4.6 All Proposals must be received in the school's business office by the deadline specified on page 1. All Proposals received after the prescribed deadline, regardless of the mode of delivery, shall be unopened. Questions regarding the specifications must be submitted by email.
- 4.7 The School reserves the right to reject any and/or all Proposals, in whole or in part, to waive any informality in any Proposal, to declare inadequate or inappropriate any Offeror failing to meet the specifications, and to accept the Proposal which, in its discretion, is in the best interest of the Athlos Academy Jefferson Parish.
- 4.8 No right, interest or any obligation made by the Offeror in this contract shall be assigned or delegated to another vendor. Any attempted assignment or delegation by the Offeror shall be wholly null and void and total ineffective for all contractual purposes.



Due: December 14, 2018

### SECTION 5.0 - SUBMISSIONS & EVALUATIONS

- 5.1 Your Proposal, in order to be considered, must include the properly executed Proposal Response Form, Offer Certification Form, Statement of Compliance, Felony Conviction Notification, References and those other items and/or attachments as specified in this Proposal set. All responses must be legible and signed in order to be considered.
- 5.2 Best value factors that may be included in the evaluation process shall include (1) past performance record with Athlos Academy, (2) past performance record with schools of similar size, and (3) past performance record with schools regardless of size.
- 5.3 Proposers may be required to furnish evidence in writing that they maintain a permanent and adequate place of business and have adequate equipment, finances, and personnel to furnish the products offered satisfactorily and expeditiously and that they are authorized agents and can provide the products they propose to furnish.
- 5.4 Vendors taking exception to the terms and conditions or specific actions of this Proposal shall state the exceptions plainly on the exception page of this Proposal document, - **STATEMENT OF COMPLIANCE/DEVIATION FORM**. If no exceptions are indicated on the submitted form, it will be assumed that your Proposal complies with our document.
- 5.5 For evaluation purposes, respondents shall submit one (1) original proposal and (1) copy of its proposal. Each shall be clearly labeled as "Original" or as "Copy". In addition, respondents shall submit one (1) electronic (PDF) format on USB flash drive copy of the proposal response forms. The Athlos Academy reserves the right to make copies of a proposal as needed or required for evaluation purposes.

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Due: December 14, 2018

### **SECTION 6.0 – EVALUATION PROCESS**

6.1 Objective criteria will be utilized to evaluate each Proposal. A major deficiency in any identified area may disqualify a Proposal submission. In assessing the relative value and quality of each Proposal, a Decision Matrix will be utilized in which point values will be assigned according to a weighted scoring criterion.

All timely and qualifying proposals submitted, shall be evaluated by the following considerations which will be taken into account (but not limited to):

- 6.1.1 The purchase price;
- 6.1.2 The reputation of the vendor and of the vendor's goods or services;
- 6.1.3 The quality of the vendor's goods or services;
- 6.1.4 The extent to which the goods or services meet the school's needs;
- 6.1.5 The vendor's past relationship with the school;
- 6.1.6 The impact on the ability of the school to comply with laws and rules relating to historically underutilized businesses;
- 6.1.7 The total long-term cost to the school to acquire the vendor's goods or services;
- 6.1.8 For a contract for goods and services, other than goods or services related to telecommunications and information services, building construction and maintenance or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - (A) Has its principal place of business in this state; or
  - (B) Employs at least 500 persons in this state; and
- 6.1.9 Any other relevant factor specifically listed in the request for proposals.

6.2 Proposals received resulting from this process will be evaluated according to the criteria weighted according to the table included in Section 9.0.

6.3 Proposals will be evaluated by an Evaluation Committee comprised of key Athlos Academy Personnel in order to fairly evaluate all qualified Proposals. Proposals will be ranked accordingly.

6.4 Evaluations by committee members will be combined into a Committee Score and ranking and averaged to result in each proposing vendor receiving one score, which will be compared to the other Proposals.

Due: December 14, 2018

**SECTION 7.0 – VENDOR INTERVIEWS AND/OR ORAL PRESENTATIONS (if required)**

7.1 Due to the nature and subject matter of the training, it may be necessary to conduct negotiations and interviews of the top ranked firms or individuals to learn more information and get acquainted with personnel. Therefore, changes in the specifications and/or scope of the project may be slightly altered or modified. If required, interviews will be scheduled with identified firms during the week of December 17.

7.2 Athlos Academy Jefferson Parish reserves the right to exclude this process if the rankings and evaluation of Proposals received results in a clearly superior service provided at a cost acceptable to the School.

7.3 If determined to be necessary for a complete and thorough evaluation process to be conducted, selected respondents may also be required to make an oral presentation to the evaluation committee. If these presentations are required, selected vendors will be notified of the date and time well enough in advance in order to allow for a quality presentation to be prepared. Oral presentations will be scored separately from the scoring matrix. The time, date and location of the presentations will be provided to selected vendors as soon as the information is available.

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Due: December 14, 2018

### **SECTION 8.0 – STATEMENT (SCOPE) OF WORK**

8.1 Athlos Academy Jefferson Parish is requesting Competitive sealed proposals (CSP) from qualified contractors to provide the management expertise, the necessary regular and standby drivers, buses, vehicle maintenance, driver training and safety personnel to operate the School’s student transportation services operation. **The School is interested in proposals that include Contractor-owned buses and AAJP owned buses. However, these are negotiable terms and are not “absolute” requirements to be awarded the contract for these services.**

**8.2 AAJP TRANSPORTATION INFORMATION:** Athlos Academy Jefferson Parish’s current student transportation services contract is with Durham Transportation. Durham operates a total of sixteen (16) routes with fourteen (14) being regular routes and two (2) being special needs. All sixteen (6) of the regular routes are double routes (two routes per day morning an afternoon), and both of the special needs routes are double routes. This requires a total of 4 buses and operators. All buses are owned by Durham Transportation.

- Monitors are required on 2 special needs buses but none for the regular routes
- Athlos’ total average daily ridership is 687.
- No child is to be dropped off prior to 7:15 am

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Due: December 14, 2018

**8.3 To the Contractor: Please complete this section and submit with your proposal.**

The following questionnaire is a part of this proposal. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work and services to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your proposal. Any errors, omissions or misrepresentation of the information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Competitive Sealed Proposals.

**8.3.1 MANAGEMENT FOR ATHLOS ACADEMY JEFFERSON PARISH TRANSPORTATION SERVICES**

- A. Athlos Academy strongly believes that the manager position for the school's Student Transportation Services is critical to providing consistent and high-quality transportation services. While we understand that you may not be able to name the specific individuals your firm will assign to this management position, Athlos Academy requests that you list no more than two candidates who may be assigned to manage our transportation services. If your firm is awarded this contract, you may assign either of the persons you have proposed to actually take that position under this contract, unless Athlos Academy has specifically rejected one or more of your proposed candidates. Please submit two sample resumes of candidates or current managers employed by your firm in this position, so as to provide us with an understanding of the qualities your management staff members possess. For every individual you propose as a potential management staff member to be assigned to Athlos Academy transportation services management, please provide the following information on a separate page.
1. Name and proposed position the person may be selected to fill the manager's position?
  2. Tenure with your firm in years?
  3. Experience in related positions within your firm or with other firms in years?
  4. Current and two most recent previous positions, including the location (district) of the position, the position's title, a description of responsibilities and authority including number of buses and/or drivers, and the dates between which the position was held.
  5. On a separate page, please provide a job description for each terminal management position you propose to assign to this contract.
- B. On a separate page, please provide the name(s) of those persons within your firm who would have immediate authority of the Manager you propose in Item A above and those who may play an advisory role to the Manager in the areas of (1) Operations, (2) Training and Personnel, Safety and (4) Maintenance. Please provide the following information for each of these persons:

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Due: June 1, 2017

1. Name.
  2. Location of staff member's office.
  3. Tenure with your firm in years.
  4. Experience in related position within your firm or with other firms in years.
- D Explain the training that is given to your Managers:
1. How many hours?
  2. What type of training? List components covered?
- E. Does your firm have a manager's trainee program? If so, how many trainees are presently in the program? Explain in detail.

**8.3.2 DRIVER PERSONNEL**

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

School Districts \_\_\_\_\_ Other \_\_\_\_\_

In other states (if applicable):

School Districts \_\_\_\_\_ Other \_\_\_\_\_

- A. How/where does your firm recruit drivers?
- B. What methods do you use to screen and select drivers from among the applicants?
  1. What information do you use and how do you gather it?
  2. What criteria or standards do you use and for what reasons might you reject an applicant?
  3. Do you require all terminal employees to be drug tested?
- 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 drivers are hired directly as certified school bus drivers? \_\_\_\_\_ %

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Due: December 14, 2018

- G. Are the Department of Public Safety driving records of all of your applicant drivers evaluated during the selection process? \_\_\_\_\_ Yes    \_\_\_\_\_ No
- H. What is the current rate of annual turnover among drivers your firm employs? \_\_\_\_\_ %
- I. Do you have training programs as a part of your current operational procedures?  
\_\_\_\_\_ Yes    \_\_\_\_\_ No

In-service (continuing education and training 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 program. If available, please provide the outline or course of study.
1. How long is the program?
  2. Number of hours in the classroom
  3. Number of hours behind the wheel?
  4. Describe the components of the program and the number of hours devoted to each component.
  5. Are other applicants paid while they receive training? \_\_\_\_\_ Yes    \_\_\_\_\_ No
  6. Do you evaluate applicants immediately before they are tested for certification?  
\_\_\_\_\_ Yes    \_\_\_\_\_ No
  7. 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 re-training 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.
1. How many training sessions are offered each semester at your typical seminar? \_\_\_\_\_

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2. 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 education activities, etc.

3. Are any independent reviews of training quality conducted on your training programs?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

If so, please explain the reviews.

4. How do you identify those drivers for whom will be required?

L. If you currently have a driver training program, does the program include a section on transportation service for special education 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)?

1. Do your motivation and discipline programs offer progressive rewards and penalties?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

2. Can drivers participate in defining and developing standards, rewards and penalties?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

3. What monetary rewards and penalties are offered?

4. What non-monetary rewards and penalties are offered?

**8.3.3 SAFETY PROGRAM AND ACTIVITIES**

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 do you conduct safety meetings?

C. Describe any established safety organization activities in which your organization or its key personnel participate.



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- D. 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.**

	<b>School Bus Accidents</b>	<b>Motor Vehicle Accidents</b>
	<u>Per million vehicle miles</u>	<u>Per million vehicle miles</u>
2015-16	_____	_____
2016-17	_____	_____
2017-18	_____	_____

**8.3.4 PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR**

- A. Do you have a format, scheduled preventive maintenance program for vehicle fleets which your firm manages?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

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

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?

How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time?

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- E. Do you maintain and evaluate records of road failures? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, during the past year, of the buses your firm maintained, on average how many per month experienced road failures?

\_\_\_\_\_ Road failures

- F. During the past year, what percentage of the time were the buses you maintained out of service? (This should include time inspection, repair, maintenance, or other reasons).

\_\_\_\_\_ %

- G. Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.)

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

- H. What qualification and experience requirements do you have for your mechanical personnel?

**8.3.5 INSURANCE DATA**

- A. If requested, will you authorize your insurance carriers to furnish in writing, your accident loss ratio and workers' compensation loss ratio for the past three years?

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

**8.3.6 IMPLEMENTATION PLAN**

Please provide a plan and schedule for implementing the Agreement for Furnishing Transportation Services, should your firm be selected as the successful Offeror. Your schedule and plan should address:

- Inspection of vehicles, facility, and equipment
- Acquisition of required vehicles
- Management and Oversight
  - Address routes and operating efficiencies
  - Student discipline
  - Routing and/or bell schedule changes
  - Annual savings to the AAJP
- Recruitment, if necessary, of management and supervisory personnel
- Selection, any necessary training, and employment of drivers; and

Employee orientation, especially to Athlos Academy Jefferson Parish routes and schedules

STUDENT TRANSPORTATION SERVICES – RFP ID #0005JP

Due: December 14, 2018

**SECTION 9.0 – Evaluation Criteria**

**Evaluation Matrix  
Student Transportation Services – RFP 0005JP**

Evaluation and Selection Criteria		Value	Weight	Score	Total Points
<b>1) The Purchase Price</b>					
a	Proposed price offering for services under this request.	25 pts.	5	1 2 3 4 5	
<b>2) The reputation of the vendor and of the vendor's services</b>					
a	The capability of the respondent's approach to providing and implementing the services to meet the needs of Athlos.	10 pts.	2	1 2 3 4 5	
<b>3) The quality of the vendor's services</b>					
a	The qualifications and experience of the personnel proposed to ensure the services are provided in accordance with this proposal and any subsequent contract.	15 pts.	3	1 2 3 4 5	
b	The capability of the respondent's approach to providing and implementing the services to meet the needs of Athlos.	15 pts.	3	1 2 3 4 5	
<b>4) The extent to which the services meet the school's needs</b>					
a	The respondent's knowledge of legal requirements, current procedures and methods related to the scope and requirements of this service.	10 pts.	2	1 2 3 4 5	
<b>5) The vendors past relationship with Athlos</b>					
a	The quality of references from past customers	10 pts.	2	1 2 3 4 5	
<b>6) The impact on the ability of Athlos to comply with laws and rules relating to historically underutilized businesses</b>					
a	This criterion does not apply as Athlos does not have a HUB inclusion policy.	N/A	N/A		
<b>7) The total long term cost to the school to acquire the vendor's services</b>					
a	The total cost to the school for the life of the contract including renewals.	5 pts.	1	1 2 3 4 5	
<b>8) Whether the vendor or the vendor's parent company or majority owner:</b>					
a	Has its principal place of business in this state; or	5 pts.	1	1 2 3 4 5	
b	Employs at least 500 persons in this state.	0	0		
<b>9) Any other relevant factor specifically listed in this request for proposals</b>					
a	Ability to comply with Senate Bill 9 regulations for criminal background checks and fingerprinting requirements.	5 pts.	1	1 2 3 4 5	
<b>TOTAL POINTS POSSIBLE</b>		<b>100 Pts.</b>		<b>Total Points Awarded</b>	

STUDENT TRANSPORTATION SERVICES – RFP ID #0005JP

Due: December 14, 2018

**SECTION 10.0 - PROPOSAL PRICING FORM**

**ONE YEAR FIXED, YEAR TWO AND THREE ESCALATORS**

The bidder shall state a guaranteed minimum number of school buses and a guaranteed maximum number of school buses available for performance of the services specified herein.

Guaranteed minimum number of school buses	
Guaranteed maximum number of school buses	

**Projected Number of Routes per School**

School	Projected Number of Routes	Projected Student Travel Time
Athlos Academy Jefferson Parish		

The proposer shall provide below firm, fixed prices for transportation services in accordance with the requirements and provisions specified herein.

**Regular Transportation (Minimum 5.0 hours of daily service)**

Bus Size (Passenger)	Base Rate All Routes Per Bus/Day	Excess Rate Hourly Rate Per Hour (over 5.0)
16 and Below	\$ _____	\$ _____
17-35	\$ _____	\$ _____
36-72	\$ _____	\$ _____

**Special Needs Transportation**

Special Needs Bus: \$ \_\_\_\_\_

**Field Trip Transportation Service**

School Bus  
Passenger  
All sizes Flat Rate \$ \_\_\_\_\_

**ADD ON ITEMS:**

Basic Rate per Monitor Per Day (5.0 hours)	\$ _____
Excess Hourly Rate per Monitor over 5.0 hours per day	\$ _____
Daily per-bus add-on cost for providing passive GPS	\$ _____
Daily per-bus add-on cost for providing real time GPS	\$ _____



Due: December 14, 2018

## SECTION 11.0 – EXPLANATION OF REQUIRED FORMS

**11.0 RESPONSE FORMS:** Section 11 contains forms that are required to be completed and submitted along with your response. In order to make it easy to detect which forms are required to be returned, they are marked at the bottom of the form with the following label:

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**

**11.1 PROPOSAL FORMS CHECKLIST:** This form is used as a checklist for proposing vendors to indicate that each required form has been reviewed and addressed as part of your proposal response. This form must be completed and returned for a proposal to be considered.

**11.2 PROPOSAL OFFER CERTIFICATION FORM:** This is the form that authorizes the respondent to represent his/her company to extend the offer to AAJP and enter into an agreement if an award is extended to this firm. This form also serves as a statement that the offer was not prepared in collusion with any competing vendor and that the stated prices are prepared independent of any pre-arranged agreement. This form is used to further verify as to the accuracy of all information contained in the response, including but not limited the required Felony Conviction Notice. This form must be completed and returned for a proposal to be considered.

**11.3 NOTICE OF NO RESPONSE (SUBMISSION) FORM (If Applicable):** In the event that a solicited vendor elects not to participate in this request for Competitive Sealed Proposal opportunity, completion and submission of a NOTICE OF NO RESPONSE form is helpful in evaluating its procurement processes. Please complete and return the NOTICE OF NO RESPONSE form and return it as instructed. This form must be completed and returned for a proposal or bid to be considered, unless your firm is responding to the solicitation.

**11.4 STATEMENT OF AUTHORITY AND NON-COLLUSION:** This is a sworn statement that the individual presenting the offer to AAJP is authorized to represent the firm making the offer and that the firm will enter into any resulting agreement. It further affricates, under sworn statement, that the proposal was not prepared in collusion with any a competing vendor nor were price fixing and pre-arranged agreements made prior to or during the administration of this process. This form must be completed and returned for a proposal or bid to be considered.

**11.5 DEBARMENT OR SUSPENSION CERTIFICATE:** This form is required by regulations implementing Executive Order 12549, requiring vendors competing for contracts that are funded, fully or in part, with Federal Funds, to disclose whether that vendor has been debarred, suspended, ineligible or voluntarily been excluded from contracts of lower tired covered transaction. Instructions on determining this information is included in the form. Vendors Activities in conjunction with the pursuit of business. This form is provided for Vendors to disclose any Lobbying Activity identified in the instructions provided with this form. This form must be completed and returned for a proposal to be considered, even if there is no lobbying activity to report.

Due: December 14, 2018

**11.6 STATEMENT OF COMPLIANCE/DEVEIATION FORM:** This form is a signed statement that the proposal complies with all specifications and/or scope of work contained in the solicitation document, unless listed in the Exceptions section on this form, which is provided for the express purposes of identifying exceptions being taken from the specifications and/or scope of work. This form must be completed and returned for a proposal or bid to be considered. In the absence of any deviation entry on this form, the bidder assures the AAJP of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this document. This form must be completed and returned for a proposal or bid to be considered.

**11.7 CERTIFICATE REGARDING LOBBYING:** Certifies that No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**11.8 ACKNOWLEDGEMENT FORM:** The vendor as the undersigned hereby agrees to furnish all goods and services specified on the AAJP Proposal Form at the prices and transportation costs as proposed.

**11.9 REQUIRED FEDERAL CONTRACT PROVISIONS:** These provisions are required to be in place and agreed if the procurement is funded with federal funds.

**11.10 IRS FORM W-9:** This is a required form by the IRS for government entities that pay vendors in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service. This form must be completed and returned for a proposal or to be considered.

**11.11 REFERENCE FORM:** Vendors are required to provide at least Three (3) references from customers used within the last year.

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**Section 12.0 – FORMS REQUIRED TO BE RETURNED**

**Forms Checklist**  
**Offer Certification Form**  
**Notice of No Submission**  
**Statement of Authority and Non-Collusion**  
**Vendor Debarment Statement**  
**Statement of Compliance/Deviation**  
**Certification Regarding Lobbying**  
**Acknowledgement Form**  
**Federal Contract Provisions**  
**W-9 Tax Identification Form**  
**Reference Form**

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Due: December 14, 2018

**PURCHASING DEPARTMENT  
FORMS CHECKLIST – GENERAL PROCUREMENT**

**RFP ID #0005JP**

**STUDENT TRANSPORTATION SERVICES**

<b>Check If Included</b>	<b>FORM TITLE:</b>	<b>ACTION REQUIRED</b>
_____	<b>AAJP FORMS CHECKLIST – GENERAL PROCUREMENT</b>	<b>COMPLETE</b>
_____	<b>OFFER CERTIFICATION FORM</b>	<b>COMPLETE</b>
_____	<b>NOTICE OF NO SUBMISSION/RESPONSE (IF APPLICABLE)</b>	<b>COMPLETE</b>
_____	<b>STATEMENT OF AUTHORITY AND NON-COLLUSION</b>	<b>COMPLETE</b>
_____	<b>DEBARMENT OR SUSPENSION CERTIFICATE</b>	<b>COMPLETE</b>
_____	<b>STATEMENT OF COMPLIANCE/DEVIATION FORM</b>	<b>COMPLETE</b>
_____	<b>CERTIFICATION REGARDING LOBBYING</b>	<b>COMPLETE</b>
_____	<b>ACKNOWLEDGEMENT FORM</b>	<b>COMPLETE</b>
_____	<b>REQUIRED FEDERAL CONTRACT PROVISIONS</b>	<b>COMPLETE</b>
_____	<b>IRS FORM W-9</b>	<b>COMPLETE</b>
_____	<b>REFERENCE FORM</b>	<b>COMPLETE</b>

STUDENT TRANSPORTATION SERVICES – RFP ID #0005JP

Due: December 14, 2018

**OFFER CERTIFICATION FORM**

I, or we, the duly authorized undersigned, having carefully read the *instructions to Offerors, General Conditions, Notice to Offerors, Special Terms and Conditions, Contract Specifications, and Offer Forms*, do hereby agree to enter into a contract with ATHLOS ACADEMY JEFFERSON PARISH by tendering this offer to perform the work required/specified or provide the product(s) specified in this RFP solicitation document. I, or we, will deliver the product(s) or services per specification found in this document for the prices indicated.

I, or we, also certify to the accuracy of the certification required (including but not limited to Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Offeror or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/Offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any AAJP employee, Board Member, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with AAJP's Purchasing personnel; or in any discussions or actions between offer/Offerors and any AAJP employee, Board Member, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

An individual proprietorship (independent Contractor)     A partnership     A corporation chartered under the laws of the State of \_\_\_\_\_ acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

I, or we, the duly authorized undersigned acknowledge receipt of the following addenda and have included any addenda in our proposal response that are required for return.

Receipt of addenda no. \_\_\_\_\_ through no. \_\_\_\_\_

Date: \_\_\_\_\_ Name of Offeror: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Title: \_\_\_\_\_ Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_ Fax # (if any) ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**

Due: December 14, 2018

**NOTICE OF NO SUBMISSION FORM**

Dear Vendor:

**Please check the appropriate box below, complete the remainder of this form and return it by the scheduled date and time:**

Our company cannot provide the products, supplies and/or services listed in this request.  
 Please **MOVE** our name and address to the following category(ies) so that we may propose at a later date

Category(ies): \_\_\_\_\_

We have chosen **NOT** to submit a proposal at this time but would like to remain on your list for this proposal category. We did not submit a proposal because:

Reason(s): \_\_\_\_\_

Please **REMOVE** our name from all AAJP lists until further notice.

Reason(s): \_\_\_\_\_

**PLEASE RETURN THIS FORM TO:**

Athlos Academy Jefferson Parish  
979 Behrman Hwy., Terrytown, LA  
70056

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

Representative: (please print) \_\_\_\_\_

Address: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Name of Proposal and Opening Date: \_\_\_\_\_

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

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

Thank you for your time and assistance.

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. **VENDORS MAKING NO RESPONSE AT ALL WILL BE REMOVED FROM THAT LISTING**

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**

Due: December 14, 2018

**STATEMENT OF AUTHORITY AND NON-COLLUSION**

**RFP NO.:** 0005JP

**RFP TITLE:** Student Transportation Services

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says, that he/she is the agent authorized by the Proposal to submit the attached Proposal. Affiant further states that the proposer has not been a party to any collusion among Proposals/proposers in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from proposing; or with any state official, School employee, Board Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract, or in any discussion or actions between Proposals/proposers and any state official, School employee, Board Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

**CONTRACTOR'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
City State Zip Code

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_.

\_\_\_\_\_  
**AUTHORIZED COMPANY OFFICIAL'S NAME (printed)**

\_\_\_\_\_  
**TITLE OF AUTHORIZED OFFICIAL**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED OFFICIAL**

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**

Due: December 14, 2018

**VENDOR DEBARMENT STATEMENT**

I have read the conditions and specifications provided in the bid/proposal document attached. I affirm, to the best of my knowledge, that I nor the company I represent have not been debarred or suspended from conducting business with schools in the State of Louisiana or from receiving a federally funded contract under the Federal OMB, A-102, common rules. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency from which this transaction originated.

**NAME OF COMPANY/FIRM:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_ @ \_\_\_\_\_ .

**PREPARED BY:** \_\_\_\_\_

**COMPANY OFFICIAL'S NAME:** \_\_\_\_\_

Printed

**COMPANY OFFICIAL'S AUTHORIZED SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TELEPHONE NO.:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ **FAX NO. :** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**DATE:** \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**



Due: December 14, 2018

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Representative (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**

**ACKNOWLEDGEMENT FORM**

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in this document, the undersigned hereby agrees to furnish all goods and services specified on the AAJP Proposal Form at the prices and transportation costs as proposed.

By submission of this proposal, the undersigned certifies that:

- a. This proposal has been independently arrived at without collusion with any other bidder or any other competitor;
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder, competitor or potential competitor, prior to the opening of bids, or proposals for this project;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal;
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the bidder as well as to any person signing on his/her behalf;
- e. Vendor warrants it has no interest and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of this proposal. For violation or breach of this warranty, AAJP shall have the right to annul this contract without liability;
- f. The undersigned certifies that to his/her knowledge no AAJP employee has any personal or beneficial interest whatsoever in this service or property described herein.

Respondent acknowledges receipt of Addenda number \_\_\_ through \_\_\_ and has incorporated the provisions therefore into this proposal.

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

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**



**Required Federal Contract Provisions of Federal Regulations for Contracts  
With Athlos Academy Jefferson Parish**

The following provisions are required to be in place and agreed if the procurement is funded with federal funds.

**Athlos Academy Jefferson Parish is the sub-grantee or Sub-recipient by definition. The Federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200.**

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2  
CFR PART 200**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, 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.**

Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by Athlos Academy Jefferson Parish, we reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Mandatory - Failure to agree will render your proposal non-responsive and will not be considered for award.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

Due: June 1, 2017

**(B) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when federal funds are expended by AAJP, we reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. AAJP reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience based upon a 30-day notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the AAJP. Any award under this procurement process is not exclusive and AAJP reserves the right to purchase goods and services from other vendors when it is in the best interest of the School. Mandatory - Failure to agree will render your proposal non-responsive and will not be considered for award.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company

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

Pursuant to Federal Rule (G) above, when federal funds are expended by AAJP, AAJP requires that the proposer certify that during the term of an award by AAJP resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES \_\_\_\_\_ Initial of Authorized Company Official

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions 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.” SAM Exclusions 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by AAJP, we require the proposer certify that during the term of an award by the AAJP resulting for this procurement process, that they are not debarred from receiving a contract from the federal government as provided therein. Mandatory - Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES \_\_\_\_\_ Initial of Authorized Company Official

Due: June 1, 2017

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

Pursuant to Federal Rule (I) above, when federal funds are expended by AAJP, we require the proposer certify that during the term and after the term of an award by AAJP resulting for this procurement process, that they agree to the terms included or referenced therein. Mandatory - Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)**

Pursuant to this Federal rule immediately above, when federal funds are expended by AAJP, we require the proposer certify that in performance of the contracts, sub-contracts and sub-grants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Mandatory - Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (13) 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 (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by AAJP, we require proposer certify that during the term of an award by AAJP resulting from this procurement process, the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871). Mandatory - Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES \_\_\_\_\_ Initial of Authorized Company Official

STUDENT TRANSPORTATION SERVICES – RFP #17-013

Due: June 1, 2017

**2 CFR Ch. II (1–1–15 Edition) § 200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state 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 part 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 during 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.

**Does your company comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act?**

YES \_\_\_\_\_ OR NO \_\_\_\_\_

Proposer's signature below affirms that they are authorized to answer the questions in this section entitled, "**Required Federal contract provisions of Federal Regulations for Contracts with Athlos Academy Jefferson Parish**" for the proposing company.

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

Print name of authorized  
representative \_\_\_\_\_

Signature of authorized  
representative \_\_\_\_\_

Date \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**

STUDENT TRANSPORTATION SERVICES – RFP #17-013

Due: June 1, 2017

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
---	--	---

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

**Part I Taxpayer Identification Number (TIN)**

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

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

	Social security number					
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**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/wo9](http://www.irs.gov/wo9).

**Purpose of Form**

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

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

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

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

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

By signing the filled-out form, you:

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

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**

STUDENT TRANSPORTATION SERVICES – RFP #17-013

Due: June 1, 2017

**REFERENCE FORM**

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

Reference Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

Reference Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

Reference Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

Reference Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Tel. No. \_\_\_\_\_

Email Address: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_

\_\_\_\_\_  
Company Official Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Company Official

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**