



REQUEST FOR PROPOSALS

RFP #0007

TRANSPORTATION SERVICES

Legacy the School of Sport Sciences

Business Office
2727 Spring Creek Drive
Spring, Texas 77373
Phone: 713-396-0837

Date of Issue: 4/12/2019

All questions can be emailed to businessoffice@legacymhs.org

Legacy the School of Sport Sciences (Legacy) recommends you either hand deliver, mail or courier the Request for Proposals (RFP) response, in a sealed envelope, to Legacy at the address below:

Legacy the School of Sport Sciences

Attn: Business Office
2727 Spring Creek Drive
Spring, Texas 77373

NOTE: Delivery of Proposal envelope to other Departments within Legacy is not considered as delivery to the Business Office. A Proposal, although perhaps mailed in time, will be rejected if it is not received by the Business Office in a timely fashion.

Proposals received after the time and date specified below will not be considered and will be filed unopened. Legacy shall not be held liable for late Proposals.

Oral, e-mail, or telegraphic Proposals transmitted via facsimile machine are not accepted. **DO NOT FAX YOUR SUBMISSION.** Proposals must be in a sealed envelope. The original documents must be signed in blue ink.

SUBMIT ONE (1) ORIGINAL AND THREE (3) COPIES OF PROPOSAL.

PLEASE SUBMIT PROPOSAL NO LATER THAN [2:00 P.M.] CST ON May 21, 2019.

Mark your sealed envelope in the lower left-hand corner with RFP [0007], Company Name, time, and due date, as noted above. (Should Legacy close for unforeseen reasons (force majeure) on the date the Proposal is due, the above referenced date should be changed to 2:00 P.M CST the first date Legacy is open to conduct business).

You are invited to submit a Proposal to provide Transportation Services for Legacy the School of Sport Sciences from the date of award for a one (1) year period, with Legacy options to renew annually. Renewing the contract would imply doing so under the same terms and conditions. A price and/or discount redetermination may be considered by the District only at the anniversary date of the contract.

The RFP response (Proposal) **MUST** be signed by an individual authorized to contractually bind the firm submitting the Proposal. A failure to sign the Proposal will cause it to be rejected as NON-RESPONSIVE. The Proposal must give full firm name and address of Proposer. The Person signing the Proposal should show title or authority to bind his/her firm in a contract.

PROPOSALS WILL NOT BE OPENED OR READ PUBLICLY

LEGACY THE SCHOOL OF SPORT SCIENCES

By:

Kerrie Patterson-Brown, Executive Director

You are representing to Legacy the School of Sport Sciences that you are authorized to submit this proposal by signing below.

Proposal submitted (Circle One): YES NO

Company Name _____

Address _____ City _____ State _____ Zip _____

Signature of Authorized Representative _____ Date _____

Printed Name _____

Email _____

Phone _____

Fax _____

REQUIRED SUBMITTAL

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ATTACHMENTS – REQUIRED FORMS:

- a. Vendor Information Form
- b. Procurement Categories
- c. Form W-9
- d. Deviation/Compliance Signature Form
- e. Confidentiality Declaration Form
- f. Commitment to Provide Insurance Affidavit
- g. Certification for Criminal History Check
- h. Felony Conviction Notification
- i. Antitrust Certification Statement
- j. General Certifications
- k. Edgar Certifications for Contracts funded by Federal Grants
- l. Legal Compliance
- m. Notice to Providers Conflict of Interest
- n. Conflict of Interest Questionnaire

1.0 INSTRUCTIONS TO PROPOSERS

1.1 **PROCESS OVERVIEW:** This section outlines the steps in the procurement process.

Release of RFP	Friday, April 12, 2019
Deadline for Questions	May 10, 2019 by 1:00 p.m. CST
Proposal Due Dates	May 21, 2019 by 2:00 p.m. CST
Board Meeting	June 23, 2019
Effective Date	August 14, 2019

Response to questions, if required will be posted on Legacy's website by May 15, 2019, at 1:00 p.m. CST. It is the Proposer's responsibility to check the Legacy website for addenda postings before submitting responses.

All Proposers must execute the **REQUIRED FORMS** enclosed (or otherwise requested herein) to be considered responsive. The name of the representative on these forms should be the same. All supplemental information required by the RFP Form must be included with the response. Failure to provide complete and accurate information may disqualify the Proposer.

If any exceptions are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form (**See Required Forms**), or as a separate attachment. The failure to identify exceptions or proposed changes will constitute the Proposer's Acceptance of the RFP requirements, terms, and conditions as proposed by Legacy. Legacy reserves the right to reject an RFP containing exceptions, additions, qualifications or conditions.

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. If for any fiscal year (September 1 – August 31) of this contract, the Board of Directors for any reason fails to appropriate funds for these goods, the District will notify the vendor immediately and will no longer be obligated under the contract.

The successful vendor(s) may cancel the contract only at the end of the plan year by giving the school district written notice ninety (90) days prior to the end of the plan year. The District reserves the right to cancel a part or this entire contract at any time during the term with cause. Notification will be submitted in writing no less than ninety (90) days prior to the effective date.

Legacy is exempt from federal excise taxes, state and local sales taxes and use taxes. Do not include these taxes in your Proposal.

Legacy's Business Office and Proposer(s) may enter into discussions and negotiations of Proposal, as necessary. Discussions/Negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, Legacy reserves the right to award a contract without discussions/negotiations.

The evaluation criteria specified herein will be used to determine which of the proposals provide the best quality for Legacy at the most economical cost. Legacy reserves the right to request post-proposal modifications, including best and final offers. Legacy reserves the right to accept or reject any or all proposals, to waive all technicalities (informalities), and to accept the proposal(s) that is determined to be the most favorable to Legacy. Recognizing that there are important considerations other than price, Legacy may not necessarily award to the lowest Proposer.

No Proposal may be withdrawn before the opening of Proposals without written request addressed to Legacy's Business Director by an authorized agent of the proposing firm and upon written approval by Legacy.

Legacy is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or

proprietary information before responding to this invitation. Legacy assumes no liability or responsibility for the release of any information not properly identified and documented by the enclosed Confidentiality Declaration Form – (**See Required Forms**). Legacy assumes no liability or responsibility for the release of any information that the Texas Attorney General or a court of law determines to be subject to release. Proposals asserted to be copyright protected in their entirety may, in Legacy’s sole discretion, be rejected as non-conforming.

All District 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 district building or while on school district property. Any person on school property shall not use or possess tobacco products, electronic cigarettes, or other smokeless tobacco products. The proposing company and its employees shall adhere to this policy.

Each proposer must give notice to the District if a person, owner, or operator of the business has been convicted of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction.

If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right upon written notice to the vendor to the following remedies, but not limited to: purchase the products/services elsewhere, cancel the contract, and/or award to the next qualified proposer.

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.

PROPOSERS SHALL NOTE any and all relationships that may be a conflict of interest and include such information with the Proposal.

For an alternate product/service Proposal to be considered, a brochure or detailed specification must be attached to the specification price sheet explaining how the product/service deviates from the specifications. Legacy reserves to make a final decision as to comparable items.

1.2 Award/Evaluation of Proposals

- a. Legacy reserves the right to accept or reject all or any part of any Proposal, waive minor formalities/technicalities, and award the Proposal(s) deemed to offer the best value to Legacy.
- b. Legacy reserves the right to award to a single Proposer, multiple Proposers, each line item/good/service separately, or in any combination, it determine to be in Legacy’s best interest.
- c. Proposals and offers must remain open for acceptance for ninety (90) days after the opening of Responses to the RFP, unless otherwise indicated, to allow time for the offer(s) to be evaluated and action taken by Legacy’s Board of Directors if required.
- d. Legacy further reserves the right to:
 - i. Cancel this solicitation in whole or in part, at the sole discretion of Legacy.
 - ii. Accept, reject or negotiate modifications in any terms of the Vendor’s proposal or any parts thereof.
 - iii. Conduct oral interviews/discussions or presentations necessary to select the best value Provider(s) and to obtain competitive pricing.
 - iv. Reject and disqualify any or all proposals received, to award contracts for individuals, products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of Legacy.
 - v. Waive any formalities, technicalities, or other defects if deemed in the best interest of Legacy; request clarification and correction of Provider(s) for the purpose of eliminating minor errors, clerical errors, and non-substantive irregularities.
 - vi. Be the sole judge of quality and equality.

- vii. Make all decisions regarding this, RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.

The successful Proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by Legacy.

By signing this RFP, the undersigned Proposer affirms that its company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other proposer and that the contents of this Proposal as to prices, terms or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this Proposal.

The person whose signature appears on the cover page of this RFP hereby certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government’s “List of Parties Excluded from Federal Procurement and Non-procurement Programs” published by the U.S. General Services Administration (GSA) effective as of the date of opening of this Proposal.

By signing this RFP, the Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal statute, or other laws or regulations applicable to any purchase resulting from this RFP, including, but not limited to, copyright and/or patent laws and anti-collusion law. Failure of Proposer to sign their Proposal will render it null and void.

Proposer and associated solutions shall be evaluated based on the selection criteria in Section 1.3: Evaluation Factors.

1.3 Evaluation Factors

EVALUATION CRITERIA		POINTS
1	Purchase price	25
2	The reputation of the Provider and the Provider’s goods or services	15
3	The quality of the Provider’s goods or services	15
4	The extent to which the goods or services meet Legacy’s needs	15
5	The long-term cost to Legacy to acquire the Provider’s goods or services	15
6	Completeness and quality of the written response to the solicitation and required forms	10
7	The Provider’s past relationship with Legacy	5
Total		100

2.0 LEGACY THE SCHOOL OF SPORT SCIENCES TERMS AND CONDITIONS

In submitting a Proposal, Proposer understands and agrees to be bound by the following terms and conditions, which shall be incorporated into any further contracts, agreements or purchase orders between the Proposer and Legacy. Response to this RFP is an offer to contract with Legacy based upon the terms, conditions, the scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until Legacy accepts it after any necessary approval by Legacy's Board of Directors.

All materials, supplies, equipment, personnel and services proposed must be in conformity with the specifications and will be subject to the inspection and approval of the Districts Facility Department. The District reserves the right to inspect the maintenance, operations, or training facility at any time without prior notice to the vendor.

2.1 ASSIGNMENT

The successful Provider(s) may not assign its rights and duties under an award without the written consent of Legacy. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

2.2 TERMINATION

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

Legacy has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Proposer of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

Legacy may terminate a resulting contract and debar the firm from future "bidding" for violations of applicable federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act," "Equal Employment Opportunity Act," and "Energy Policy and Conservation Act."

2.3 INDEMNIFICATION

Legacy is a Texas Political Subdivision and local governmental entity; therefore, is prohibited from indemnifying third parties under the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

The successful Provider will be expected to indemnify and hold harmless Legacy, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the Provider or its agents, employees, subcontractors, or Providers in the execution or performance of any agreements ultimately made by Legacy and the Provider.

2.4 REMEDIES

The parties shall be entitled to exercise any right or remedy available to it either by law or in equity, subject to the choice of law, venue, and service of process clauses limitations agreed herein.

2.5 GOVERNING LAW AND VENUE

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied by and governed by and enforced under the laws of the State of Texas. The parties hereto agree that exclusive venue shall be in Spring, Harris County, Texas.

2.6 PAYMENT TERMS

Payment will be made within thirty (30) days after the later of receipt of goods/services and a properly submitted invoice. Legacy considers an invoice properly submitted when the following conditions are met:

- a. The invoice is received at the address indicated on the purchase order/contract.
- b. The pricing on the invoice matches the price on the purchase order/contract.
- c. The invoice includes a description of the goods or services provided, the purchase order number, invoice number, and any applicable cash discount.
- d. The quantities on the invoice do not exceed those specified in the purchase order/contract.
- e. The unique invoice number is used for each billing.
- f. The merchandise has been shipped, or the services have been performed.
- g. The description of goods and services on the invoice matches the description on the purchase order.

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

Purchase orders and contract(s) will serve as the award instrument(s) for this RFP. Orders will be placed as items are approved for purchase and funds become available.

2.7 FUNDING OUT CLAUSE

Under Texas Local Government Code section 271.903, any Proposal/Offer accepted by Legacy and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. For more information, refer the section or consult your legal counsel.

2.8 CRIMINAL HISTORY CHECKS

During the term of this Agreement, the Provider's employees have the potential to have continuing duties and direct contact with students. Subsequently, the Provider is responsible for complying with Texas Education Code section 22.0834. The Provider may not commence work until the Business Office has approved all employees.

Legacy requires that all individuals who perform services on Legacy property under this RFP have a criminal background check. Before the provision of services by any such individual, the Proposer shall be responsible for providing to Legacy a criminal background check that was completed and dated within one (1) year of the proposed dates of service and that is sufficient to meet the standards determined by Legacy at its sole discretion. Failure to provide an acceptable and up-to-date criminal background check for each providing services under this RFP shall be grounds for immediate termination.

2.9 INSURANCE AND OTHER REQUIRMENTS

All buses shall be approved and appropriately certified prior to the beginning of the contract by authorized representatives of the Texas Department of Transportation, and shall at all times during the contract period comply in all respects with the pertinent provisions of the Texas Education Code and any and all public law enforcement and regulation agencies.

Motor coaches to be used under this contract shall be constructed to Texas State and U.S. Federal Standards and must meet all applicable Federal Motor Vehicle Safety Standards.

All buses shall be equipped with operable cellular telephones or two-way radios capable of communication with the vendor's dispatch office from anywhere within the Houston, Harris County, and Montgomery County area.

The vendor agrees, at his own expense, to equip all buses used in the transportation of handicapped students when directed by the District with:

- Seat restraints, lap belts, harnesses and other restraining support systems for securement of students in the bench seats of bus; and
- Securement anchorages for crutches, braces, walkers, and other orthopedic devices in possession of student passengers; and
- Seat restraints and other anchorages to secure car seats, travel chairs, orthokinetic seas, and other portable chairs to bench seats of the bus.

The vendor further agrees to modify, maintain and enforce the use of said securement systems per standards established by the District or any other regulatory agency.

The vendor shall ensure access to dispatch staff at all times when buses are in operation. For the purpose of contacting the Vendor personnel in off time situations, the vendor shall provide the District with emergency telephone numbers of officers or other agents who are authorized to make operational decisions.

All drivers shall, at all times, be in immediate possession of licenses and certificates required to operate buses under this contract.

All drivers employed by the vendor for services under this contract shall be trained and versed in appropriate safety procedures.

All drivers employed by the vendor for services under this contract are required to report to either the vendor's dispatcher(s) or the District's Facility Director all scheduling discrepancies, student problems, and any other problems they encounter on their assigned trips. The Vendor will inform the District's Facility Director of any scheduling discrepancies, student problems, and any other problems they encounter on a bus assigned trips.

The District reserves the right, at any time, to approve or reject any driver. The decision of the Facility Director regarding qualifications, acceptance or rejection of any driver under this contract shall be final and conclusive.

The District may require any specific trip to be assigned or reassigned to any individual driver that is deemed in the best interests of Legacy's transportation program.

The vendor shall have established program of random drug testing for all drivers in accordance with the U.S. Department of Transportation Regulation.

All drivers under this contract are required to drive trips exactly as scheduled by the District. Drivers may not alter or modify trips without prior written approval of the District.

All accidents involving the vendor's equipment or personnel while operating for the District shall be reported to the District immediately by calling 346---8-6331. The report shall be followed by a written investigation report of the accident within five (5) calendar days after the date of the accident.

The vendor shall immediately notify the District of any student reports, allegations, complaints or known injuries, assaults or sexual abuse, committed or alleged to have been committed by the vendor or its agents.

Assaults and injuries to students, not involving acceleration, deceleration, or movement of the bus, shall be reported immediately in writing to the District.

The vendor shall notify the Facility Director, in advance, of all buses which will be delayed from their normal schedule for any reason. Management, dispatch reporting, radio system, and driver control problems of the vendor which may impede internal communications shall in no way relieve the vendor of their obligation to provide sufficient information and advance notification to the District.

The vendor shall report to the Facility Director all scheduling discrepancies and student problems encountered on assigned trips.

The vendor shall provide any daily or weekly operating records or separately itemized reports or information herein as deemed necessary by the District, when requested by the District.

If required, the successful Provider(s), at his/her own expense, shall provide and maintain insurance with fiscally sound firms authorized to do business in Texas as follows:

- The successful Provider(s) may be required to provide a copy of insurance coverage to Legacy's Business Office upon Notice of Award. Insurance certificates may contain a provision, or the Proposer's signature on this qualification document certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice of award has been given Legacy. Insurance must remain in effect for the duration of this Agreement.

2.10 EXCLUSIVITY OF AWARD

Any award or contract resulting from this RFP document and the process described herein is not an exclusive award or guaranteed work. Legacy reserves the right to procure the services described herein from other sources **unless** the specifications herein and resulting contract documents expressly provide to the contrary, in which case the contract provision will control for this provision.

2.11 USE OF SUBCONTRACTORS

The proposer awarded a contract by the District 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 list of subcontractors. Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the District. The District 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).

With prior approval of the District, 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 the District or any obligation on the part of the District to pay, or to be responsible for the payment of, any sums to the subcontractors.

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

Upon written request from the District, the contractor shall supply the District with subcontractor agreements.

2.12 TIME OF PERFORMANCE

Time is of the essence in the performance of services detailed in this RFP. The District considers time to be that period elapsing from the date the Notice to Proceed is issued until the Proposer begins providing the necessary work and services to be performed as part of the Scope of Services.

If you have any questions regarding the preparation of the Proposal, you may contact the Business Director in writing, Business Department, 2727 Spring Creek Drive, Spring, Texas 77373

2.13 EQUAL OPPORTUNITY

It is the policy of Legacy not to discriminate by race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of Agreement.

2.14 FORCE MAJEURE

Neither Legacy or the Provider shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or services, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by the force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Provider's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, Legacy shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of Legacy's contractual, legal, or equitable rights.

2.15 LEGACY PROPERTY

In the event of loss, damage, or destruction of any property owned by or loaned by Legacy that is caused by Provider or Provider's representative, agent, employee, or contractor, Provider shall indemnify Legacy and pay Legacy the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Provider's receipt of written notice of Legacy's determination of the amount due. If Provider fails to make timely payment, Legacy may obtain such money from Provider by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Provider by Legacy.

2.16 INDEPENDENT CONTRACTOR

It is understood that in the performance of any services herein provided, for Provider shall be, and is an independent contractor, and is not an agent or employee of Legacy and shall furnish such services in its manner and method, except as required by this Agreement. Further, Provider has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all person employed by Provider in the performance of the services hereunder. The Provider shall be solely responsible for and shall indemnify, defend, and save Legacy harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

2.17 NO AGENCY OR ENDORSEMENTS

Legacy and the Provider are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an

endorsement of a specific company or product. It is the intention of the parties that the Provider is independent of Legacy and is not an employee, agent, joint venture, or partner of Legacy, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between Legacy and the Provider or Legacy and any of Provider's agents. Provider agrees that Legacy has no responsibility for any conduct of any of Provider's employees, agents, representatives, contractors, or subcontractors.

2.18 SEVERABILITY

In the event that any one or more of the provision contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

2.19 CONFLICT OF INTEREST

By federal EDGAR requirements, 2 CFR § 318(c) (1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicate herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of Legacy may neither solicit nor accept gratuities, favor, or anything of monetary value from contractors or parties to subcontractors. However, through Legacy's written procedures, Legacy has set a minimum amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Executive Director's Office and addressed through Legacy's personnel policies. Violations of this standard by an officer or the Executive Director shall be addressed to the School Board President and addressed through Legacy's policies.

2.20 PERFORMANCE

Provider agrees to use commercially reasonable best efforts to provide the product(s) and service(s) subject to this RFP. The Provider shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, contract, or Purchase Order under this RFP. The Provider shall use skilled, trained personnel, who shall be supervised by Provider. Provider shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this RFP. Provider, its employees, and consultants may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or Legacy's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on Legacy's property.

2.21 RIGHT TO REVIEW, AUDIT, AND INSPECT

Legacy and any federal agency that has awarded federal funds/grant(s) to Legacy, and the Comptroller General of the United States, and/or any of their authorized representatives, shall upon written notice, have the right to audit and examine all of Provider's records and accounts relating to this RFP and inspect any project performed by the Provider relating to this RFP. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this RFP and records which may have a bearing on matters in connection with the Provider's work for Legacy, and shall be open to inspection and subject to audit/review and/or reproduction by Legacy and/or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- a. Provider's compliance with requirements of the RFP.
- b. Compliance with provisions for computing billings to Legacy; and
- c. Any other matter related to this RFP.

2.22 PENALTIES

If the Provider is unable to provide the product(s) or services at the prices quoted in Provider's proposal or if Provider fails to fulfill or abide by the terms and conditions of the Contract, the RFP, or a purchase order, Legacy may take the following action(s), in the sole discretion of Legacy, and Provider agrees to comply with the chosen action(s):

- a. Insist that the Provider honor the quoted price(s) specified in Provider's proposal or the Purchase Order, as applicable.
- b. Have the Provider pay the difference between the Provider's price and the price of the next acceptable proposal, as determined by Legacy.
- c. Have the Provider pay the difference between Provider's price and the actual purchase price of the product or service on the open market.
- d. Recommend to Legacy's Administration and Legacy's Board of Directors that the Provider no longer be given the opportunity to submit a proposal to Legacy and that the contract is terminated.

3.0 SCOPE OF SERVICE & PERFORMANCE REQUIREMENTS

3.1 PURPOSE OF SOLICITATION

Legacy the School of Sport Sciences is seeking qualified Proposers to provide Regular Bus Transportation Services to and from hub locations within the Districts geographic boundary areas for school operations and transportation services for Legacy's extracurricular events. Please see Exhibit A for the geographic boundaries.

The successful contractor shall furnish bus transportation to all students of the school for whom the school shall order such service. At the commencement of services to be furnished under the contract, the contractor shall make available the school the necessary number of school buses to be used for regular/basic services. This shall include lifts for special needs students.

The school has one campus with a student population of over 500. The school makes no guarantee or any other assurance to the contractor of the number of students within the school who will be or may become passengers of this service or the number of routes to be run by the contractor. The school estimates approximately 100 of these students ride school buses. The school is expected to grow at least 200 kids each school year to reach full capacity at 1100 students.

For the 2019 – 2020 school year there is 177 instructional days starting August 14, 2019 to the last full week of June 2020.

If applicable, there will be a minimum of four (4) set hubs from the North, South, East, and West of Legacy the School of Sport Sciences. Hubs will be used as the pickup and drop off locations for students to get to and from the District via the Proposers buses. The contractor shall provide computer software, hardware and personnel to manage a student data system. This system shall contain all relevant information for every student who is transported regularly to and from school. Information shall include, but not limited to the following: Student name, address, date of birth, grade, parent or guardian name, home phone number, parent or guardian work phone number, and emergency contact. The contractor will also be responsible for all technical support for the software and hardware.

Buses will be scheduled to arrive on Legacy's Spring campus by 7:00 a.m. (morning route) and depart from Legacy's Spring campus by 4:00 p.m. or 6:00 p.m. (evening route) dependent on extracurricular activities. The departure time will be scheduled and arranged with the Provider. The selected Proposer will work collaboratively with Legacy to select the most efficient hub locations and secure pick up (a.m.) and

drop off (p.m.) times for each hub. Contractor shall keep confidential all information subject to federal and/or state laws regarding the privacy of student records.

The contractor shall without charge prepare and furnish to Legacy written reports as requested:

- Daily reports of number of students transported in providing regular/basic services
- Typed or computer generated customized bus routes listing all student riders and student information. Lists shall be placed on the buses.
- Itemized trip reports showing times and mileage for each trip.
- Bus records for each bus in operation for Legacy the School of Sport Sciences.
- Personnel reports providing the names and relevant statistics for all personnel employed by the Contractor.
- Certification, in writing that emergency evacuation drills were conducted each semester.

3.2 PROPOSAL FORMAT AND SUBMITTAL

Each firm shall organize the proposal in the order listed below and include the requested content:

1. **Executive Summary.** Summarize the key elements of your submission including designated agents and those authorized to bind the Provider.
2. **Approach to working with Legacy the School of Sport Sciences.** Clearly articulate how your firm intends to approach this engagement/project and serve Legacy as a partner in your delivery of the Scope of Services.
3. **Vendor Qualification and Experience.** State the size of the firm, the size of the staff and the location of the housed buses.
4. **References.** Provide three (3) references of clients for whom you have provided a similar scope of services over the past three (3) years. References **must be** documented using the Reference Form attached.
5. **Price Form.** Provide the prices of the Vendor services. Prices **must be** documented using the Price Form.

4.0 REQUIRED FORMS

The below listed forms must be completed, signed, and returned with the Proposal or the Proposal will be deemed nonresponsive:

- a. Vendor Information Form
- b. Procurement Categories
- c. Form W-9
- d. Deviation/Compliance Signature Form
- e. Confidentiality Declaration Form
- f. Commitment to Provide Insurance Affidavit
- g. Certification for Criminal History Check
- h. Felony Conviction Notification
- i. Antitrust Certification Statement
- j. General Certifications
- k. Edgar Certifications for Contracts funded by Federal Grants
- l. Legal Compliance
- m. Notice to Providers Conflict of Interest
- n. Conflict of Interest Questionnaire

REFERENCE FORM

1. School System: _____
Contact Name: _____
Address: _____
Telephone Number: _____
Fax Number: _____
Description of Services: _____

2. School System: _____
Contact Name: _____
Address: _____
Telephone Number: _____
Fax Number: _____
Description of Services: _____

3. School System: _____
Contact Name: _____
Address: _____
Telephone Number: _____
Fax Number: _____
Description of Services: _____

SUBMIT THIS SHEET WITH PROPOSAL

PRICE FORM

The Proposer shall provide a fixed price for providing transportation services for each of the routes. All costs associated with providing the required services shall be included in the stated prices. Pricing shall be billed at a daily rate. Please provide additional services and pricing on a separate sheet and attach to the Price Form.

Description		Single Route/per day		Double Route/per day		Hourly Rate
16/19 Passenger Bus	\$	_____	\$	_____	\$	_____
71 Passenger Bus	\$	_____	\$	_____	\$	_____
Other:	\$	_____	\$	_____	\$	_____
Other: _____	\$	_____	\$	_____	\$	_____

Additional Fees

Extra Trip Charge	\$	_____
Bus Monitor	\$	_____
Air Conditioning Per Bus	\$	_____
Wheel Chair Lift Per Bus	\$	_____

Charter Rates

	Rates are per day		Hourly Rate
56 Passenger Bus Day Trips	\$	_____	\$ _____
56 Passenger Bus Overnight Trips	\$	_____	_____
31 Passenger Bus Day Trips	\$	_____	\$ _____
31 Passenger Bus Overnight Trips	\$	_____	_____
Other:	\$	_____	\$ _____
Other:	\$	_____	\$ _____
Lodging	\$	_____	_____

SUBMIT THIS SHEET WITH PROPOSAL