

**Leadership Education Foundation
Authorizer of
Arrow Academy Charter School**



**Request for Proposal
Student Transportation Services**

Proposal Release Date:	April 27, 2026
Proposal Due Date:	May 18, 2026

Arrow Academy Charter School
Request for Proposal (RFP)
Student Transportation Services

RFP

Proposals shall be submitted (a) via email in PDF form with a Digitally Sign Certificates to rico.sedeno@arrowacademy.org and shall include the subject line: “Response to Arrow Charter Schools – [OFFEROR NAME]” and/or (b) in an envelope marked on the outside with the offeror’s name, address and “RFP Arrow Academy Student Transportation”. Please submit 1 original and 1 copy of the proposal to:

Arrow Academy
Rico Sedeno
Director of Operations
PO Box 12207
College Station, TX 77842

Proposals will be received NO LATER THAN 1:00 p.m. on Monday, May 18, 2026.

One additional electronic version should also be provided. The electronic version is for the convenience of ARROW ACADEMY and does not supersede the vendor’s requirement to provide a (a) Digitally Sign Certificates and/or (b) written, original copy by the designated date and time.

Proposals may be modified or withdrawn prior to May 18, 2026.

All questions regarding the meaning or interpretation of this RFP must be submitted in writing to Rico Sedeno, at Rico.sedeno@arrowacademy.org. Verbal responses will not be given. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors. **ALL QUESTIONS ARE DUE BY 3:00 PM, Monday – May 11, 2026.** Any amendments will be issued as necessary.

The length of the contract awarded shall be for three (3) years from date of award. The district will have the option to renew the contract for two (2) additional one (1) year periods after the initial three (3) year period.

For additional information, proposal modifications, or proposal withdraws please contact:

Contact Person(s): Rico Sedeno, Director of Operations
Phone: 979-703-8820 Email: Rico.sedeno@arrowacademy.org

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SECTION I SCOPE OF WORK

Arrow Academy is accepting proposals for a school bus contractor to provide student transportation services. Arrow Academy has no facility, no parking area for buses, no office facilities, and no equipment. Arrow Academy requires that the vendor provide all necessary personnel and materials required to provide this service. The expectation of the vendor is to provide the best service of coordination, timeliness, proper functioning, and safe buses for the transportation of students. Responses to this Request for Proposal shall be labeled, sealed and including all the information requested hereafter and must be in hand by the specified date and time at:

Arrow Academy
Rico Seden, Director of Operations
PO Box 12207
College Station, TX 77842

The Board of Directors acting under the Leadership Education Foundation (LEF) is the elected body established under the State Board of Education and compliant with the Texas Education Code to provide public education in kindergarten through twelfth grade to children residing within defined geographic boundaries throughout the State of Texas. Arrow Academy has 3 centers with an anticipated enrollment of 500 Kindergarten – 6th-grade students for the 2026-2027 school year.

Arrow Academy transportation services presently include 2 regular bus routes; 1 (one) for Liberation Academy, 1 (one) for Harvest Preparatory Academy.

Beginning with the 2026-2027 school year Arrow Academy plans to contract transportation services for 3 bus routes; 2 for Liberation Academy and 1 for Harvest Preparatory Academy. In addition, bus services will be needed for field trips. For this RFP approximately 40-50 students at Liberation Academy, and 20-30 students at Harvest Preparatory Academy. Arrow Academy operates for approximately 180 days beginning in August and ending in May.

Projected Routes and Future Campus Needs

The routes identified in this RFP are based on current projected student enrollment and anticipated transportation needs. Arrow Academy does not guarantee any specific number of routes, buses, students, or service days. Final routes and service levels shall be determined by actual student enrollment, student transportation needs, campus operations, budget availability, and District approval.

Arrow Academy may require an additional route beginning in the 2027–2028 school year for a potential third campus in the Greater Houston area. This potential route is not guaranteed and is included for planning and pricing purposes only. The District requests that proposers provide optional pricing for an additional route with mileage and service expectations generally similar to the existing Liberation Academy and Harvest Preparatory Academy routes.

SECTION II PROPOSAL RESPONSE CHECKLIST

To be considered a responsive RFP, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G) and Sections II and III, plus any/all attachments or documents requested, must be completed with all requested information, **SIGNED** and **RETURNED** sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time.

Please verify that the documents listed below have been completed, signed, and included in your RFP prior to submittal. **Failure to return these documents may cause your RFP to be rejected.**

- Section II
 - Completed – RFP Response Form A
 - Completed – Deviation/Compliance – Form B
 - Completed – Non-Collusion Statement – Form C
 - Completed – Criminal Background Check and Felony Conviction Notification – Form D
 - Completed – Nonresident Bidder’s Certification – Form E
 - Completed – Debarment or Suspension Certification – Form F
 - Completed – CIQ – Form G
- Section III – Special Terms & Conditions/Bid Specifications
 - Completed – Submittals 1 through 14
 - Contract Term and Contract Information
- Completed – Section IV – Pricing Proposal
- Worker’s Compensation Certificate
- Insurance Certificate
- Bus Inventory Forms
- Contract Documents
- Vendor W-9

FORM A

BID/RFP RESPONSE FORM

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

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

SUBMITTED BY:

Firm: _____
(LEGAL Firm Name)

MUST BE SIGNED

IN INK TO BE

CONSIDERED RESPONSIVE

By: _____
(Original Signature)

Name: _____
(Typed or Printed Name)

Title: _____ (Type or Printed Title) _____ (Date)

Contact Representative _____

Address: _____

City/ST/Zip: _____

Phone #: _____ Fax #: _____

Email: _____

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

Taxpayer Identification #: _____

Prompt Payment Discount: _____% _____ Days

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

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

FORM B

DEVIATION/COMPLIANCE SIGNATURE FORM

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

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

- No Deviation
- Yes Deviations

Firm's Name: _____

Name of Authorized Company Official: _____
(Typed or printed)

Title of Authorized Company Official: _____
(Typed or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

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

FORM C

NON-COLLUSION STATEMENT

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

Firm’s Name: _____

Name of Authorized Company Official: _____
(Typed or printed)

Title of Authorized Company Official: _____
(Typed or printed)

Signature of Authorized Company
Official: _____

Date Signed: _____

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

FORM D

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

Firm will obtain history record information that relates to an employee, applicant for employment, or agent of the Firm if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Firm certifies to Arrow Academy before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Firm shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Arrow Academy's property or other location where students are regularly present. Arrow Academy shall be the final decider of what constitutes a "location where students are regularly present." Firm's violation of this section shall constitute a material breach and default.

(b) FELONY CONVICTION NOTIFICATION

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm's Name: _____

Name of Authorized Company Official: _____

(please print clearly or type)

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

Signature of Company Official: _____ Date: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

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

FORM E

RESIDENT/NONRESIDENT BIDDER'S CERTIFICATION

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

Section 2252.001(3)

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

Section 2252.001(4)

“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

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

I certify that _____ is a

Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)

Signature of Authorized Company Official: _____

Name of Authorized Company Official: _____



I certify that _____ is a

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) and our principal place of business is:

City and State: _____

Signature of Authorized Company Official: _____

Name of Authorized Company Official: _____

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

Does the vendor or the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas? Yes _____ No _____

FORM F

DEBARMENT OR SUSPENSION CERTIFICATION FORM

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

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

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

Firm's Name: _____

Name of Authorized Company Official: _____
(Typed or printed)

Title of Authorized Company Official: _____
(Typed or printed)

Signature of Authorized Company Official: _____

Date Signed: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

SECTION III - SPECIAL TERMS & CONDITIONS/RFP SPECIFICATIONS

Arrow Academy hereinafter referred to as DISTRICT, will receive competitive sealed proposals for **Student Transportation Services**, as specified in the Request for Proposal (RFP), specifically including the Agreement for furnishing Student Transportation Services.

Each proposal must contain a completed Proposal Form Price Schedule (cost proposal), Submittals 1-14, forms A-G, any proposed modifications to the Agreement for furnishing Student Transportation Services, evidence of insurance or insurability, and a workers' Compensation Certificate, contract document, and a bus inventory form. The cost proposal shall be submitted on the Proposal Form, which is included in the RFP package.

Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent of the District. Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any proposal submitted in altered form shall result in rejection of such proposal at the option of the District. Alternate proposals from each Proposer are acceptable only if one (1) of such proposals is submitted on forms provided by the District and in the format stipulated by the District. Any such alternate proposals submitted must be clearly marked and identified as an alternate proposal on the exterior of the sealed envelope in which it is submitted.

Inspection of Documents

1. Each Proposer downloading RFP forms from the District's website (<https://www.arrowacademy.org> under News & Announcements » RFPs & Public Notices) is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the vendor.
2. The failure or neglect of the Proposer to receive or examine any contract document, form, instrument, addenda, or other document, or to attend the pre-proposal conference, shall in no way relieve Proposer from obligations with respect to his/her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
3. Receipt of addenda to the proposal documents by a vendor must be acknowledged on the proposal response (Form A).

Submitting Proposals

(a) PDF form with Digitally Sign Certificates to rico.sedeno@arrowacademy.org and shall include the subject line: "Response to Arrow Charter Schools – [OFFEROR NAME]" and/or

(b) A sealed envelope marked with the Proposer's name and address and the words "**RFP Arrow Academy Student Transportation**" must contain:

- a. Forms A - G
- b. Submittals 1 - 14
- c. Workers' Compensation Certificate
- d. Evidence of Current Insurance or Insurability if Selected
- e. Proposers shall submit with their proposals the contract document that they are prepared to execute. The contract should be effective beginning **August 1, 2026, and ending July 31, 2027**, but be renewable by

mutual agreement for 2 additional terms of 1 school year. The district reserves the right to negotiate provisions to the proposed contract.

- f. Each Proposer must include the last three years of financial statements and balance sheets.
- g. A description of buses to be provided for the first year of the contract to include passenger capacity, year of manufacture make, and mileage. (Bus Inventory Form)
- h. Any other documents as outlined on the checklist.

Proposal Form

The District requires proposers to submit the Proposal Form reflecting the following scenario(s):

- 1. The fleet with all buses (regular, athletics, field trip, and spares).

Alternate Proposal(s)

The district will consider alternate proposals.

Evaluation and Award of Contract

The following submittals will be used to evaluate all proposals, in addition to those criteria contained in this RFP Section V – Evaluation Criteria:

Submittal 1: Implementation Plan

Respondent shall detail their implementation plan and specific timelines to be followed. Please provide a plan and schedule for implementing the Agreement for Furnishing Transportation Services, should your firm be selected as the successful proposer. Your schedule and plan should address:

- Inspection of vehicles, facility, and equipment;
- Acquisition of required vehicles;
- Selection, any necessary training, and employment of drivers;
- Employee orientation, especially to Arrow Academy routes and schedules;

Submittal 2: Experience in School Transportation

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

Submittal 3: Staffing Plan

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

Submittal 4: References

Respondent shall supply a list of three references describing their experience in transporting all school-age children, including special needs. Names, addresses, and phone numbers of the references must be included.

Submittal 5: Maintenance Program

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

- A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets that your firm manages? Yes_No ____
 - a. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.
- B. Do you require any daily regular written reports from your drivers on the condition of their vehicles? Yes_No ____
 - a. Briefly describe and provide a sample of these reports, (including your daily bus checkout report form) and note their frequency.
- C. Do you use any other methods of identifying defects in buses? (If so, please describe.) Yes___No ____
- D. What is your procedure for ensuring serious safety-related or potentially vehicle-damaging defects are identified in a vehicle in a timely manner and the vehicle is immediately removed from service until such defects are corrected?
 - a. How do you insure that identified defects are generally corrected in a logical order and within a reasonable time?
- E. Do you maintain and evaluate records of road failures? Yes_____No ____
 - a. If Yes: During the past year, of the buses, your firm maintained, on average how many per month experienced roadway failures?
- F. During the past year, what percentage of time were the buses you maintained out of service? (This should include time for inspection, repair, maintenance, or other reasons.)
- G. What qualification and experience requirements do you have for your mechanical personnel?
- H. Do have a third-party inspector come in to evaluate your buses? _____
If yes, how often?

Submittal 6: Driver Hiring and Retention Program

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

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

School Districts: _____ Other: _____

In Other States:

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?
 - a. Do you require all terminal employees to be drug tested? Yes ___ No ___ Explain.
- 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 your driver applicants are hired directly as certified school bus drivers? %
- F. Are the Department of Public Safety driving records of all your applicant drivers evaluated during the selection process? Yes _____ No _____
 - a. How does your company propose to handle criminal record checks?
- G. Do you have driver training programs as a part of your current operational procedures?
 - a. Original (for persons with no school bus driving experience): Yes _____ No _____
 - b. In-service (continuing education and retraining for experienced school bus drivers): Yes _____ No _____

Submittal 7: Driver Safety and Training Program

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

- A. If you have established, continuing safety program, please describe the operation, contents and requirements of the program. Number of hours per year required per employee.
- B. How often are safety meetings held?
- C. Describe any established safety organization activities in which your organization or its key personnel participate.
- D. Do your buses have video cameras?
- E. What have been the School Bus Accident Rates for school buses operated by your firm in each of the three most recent Academic years? **Provide a description of how you define school bus accidents.**

	School Bus Accidents per million vehicle miles	Motor Vehicle Accidents per million vehicle miles
2020-21	_____	_____
2022-23	_____	_____
2023-24	_____	_____

Submittal 8: Student Safety Program

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

What are your procedures for accident reporting?

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

Submittal 9: Cost Proposal Form

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

Submittal 10: List of Bus Driver and Bus Aide Qualifications

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

Submittal 11: Plan for Substitute Buses and Relief Drivers

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

Submittal 12: Customer Service Philosophy

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

Submittal 13: Site Evaluation

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

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

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

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

Submittal 14: All other documents which include:

- (a) Forms A through G
- (b) Proof of Workers Compensation Coverage
- (c) Evidence of Current Insurance or Insurability, if selected
- (d) Proposed contract document
- (e) Description of buses (Bus Inventory Form)

Obtaining Information

1. Outside Sources. The District reserves the right to obtain, from any and all sources, information concerning a Proposer which the District deems pertinent to this RFP and to consider such information in evaluating the Proposer's proposal.
2. Inspections. The District reserves the right to make on-site inspections of the Proposer's facilities which the District deems pertinent and necessary to evaluate the Proposer's proposal and to consider any information received from such inspection in evaluating the Proposer's proposal.

Proposal Disclosure

1. To the extent allowed by Texas Law, including the Texas Public Information Act, all proposals received shall remain confidential until a contract resulting from this RFP is signed by the District and the apparent successful Proposer; thereafter, the proposal shall be deemed a public record. In the event that a Proposer desires to claim that portions of its proposal are exempt from disclosure, it is incumbent upon the Proposer to identify those portions in its submittal letter. The submittal letter must identify the page, the particular exceptions from disclosure, and the contended justification for the exception upon which it is making its claim. Each page, or part thereof, claimed to be exempted from disclosure must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.
2. The District will consider a Proposer's request(s) for exception from disclosure; however, the District will not be bound by the assertion that a page contains excepted material. An assertion by a Proposer that an entire proposal is excepted from disclosure will not be honored.
3. Proposers shall not issue any news release(s) or make any statement to the news media pertaining to this RFP, or any proposal and/or contract or work resulting therefrom without the prior written approval of the District, and then only in cooperation with the District.
4. Proposers may only contact the Director of Operations (Rico.sedeno@arrowacademy.org) for questions or information. Any attempt to contact other District personnel or the Board will be grounds for rejection.

Transportation Data and Reports

The contractor shall without charge prepare and furnish to the school, and/or to other state and local authorities, such written reports as have been provided for in this contract, as the Superintendent and/or the Superintendent's designee may from time-to-time request, or as may be required by law. Without limiting the generality of the foregoing, the contractor shall furnish the following reports on forms approved by the school at the times specified:

- a. Daily reports of the number of pupils transported in providing basic services to be furnished at regular intervals as directed by the Superintendent and/or the Superintendent's designee.
- b. Itemized trip reports showing times and mileage for each trip to be charged as additional services under this contract, e.g. athletic trips, field trips, and activity trips.
- c. Mileage records for each school bus operated by the contractor, to the extent that such records are not reported in or accounted for in other reports, and such other periodic reports as may be required by the school to confirm the number of buses assigned to the school, their make, model, year, capacity, special or operational equipment, service dates, length of service, and such other data as may be required by the school to monitor the transportation services furnished by the contractor.
- d. Accident and insurance reports, or copies thereof, as may be required for the administration of the transportation system. The contractor shall report immediately to the Superintendent or to the Superintendent's designee all accidents that occur while students are on board the bus. Within one (1) business day of the accident, the contractor shall file with the school a written report of the accident on the School Bus Accident Report form supported by the Witness Statements form and the Incident Report form, or such successor forms, that are required if there is a possibility of any student being injured by the accident. The contractor shall call the local law enforcement agency to the scene of any accident and obtain a police report, which shall be forwarded to the school's central office administrator as soon as it is available. If the law enforcement agency does not respond to the accident, the contractor must explain in a cover letter the name, address, and telephone number of the law enforcement agency that refused to respond and the reason for the refusal. After receiving all paperwork from the contractor, the school shall review the circumstances of the accident and may require the contractor to take specific action:
- e. Personnel reports providing the names and relevant statistics for all personnel employed by the Contractor in the performance of this contract.

- f. All reports required by the state of Texas, whether or not specified otherwise herein.
- g. All reports, documentation, and information needed to complete transportation reimbursement from the Texas Education Agency.

Fuel

The Proposer will supply all liquids, lubricants, and fuel needed in the performance of the Contract.

Bus Ownership

Proposers must submit a Proposal under which the Proposer will own all school buses and replacement vehicles. In addition, the Proposer shall submit a description of buses to be provided for the first year of the contract to include passenger capacity, year of manufacture, make and mileage.

Equipment

Proposer will notify the District as to whether or not the proposer will provide seatbelts for buses provided under this agreement. Vehicles provided by the Proposer will meet all Federal and State school bus requirements for the term of the contract. Vehicle upgrades mandated by law during the life of the agreement will remain the responsibility of the Proposer. Costs for such upgrades will be the responsibility of the Proposer.

Assignment

The contract will not be transferred or assigned to another vendor or contractor without the prior written consent of the District. In the event that the District approves a transfer or reassignment of this agreement, all terms and conditions of this agreement, and addenda to this agreement, will be honored throughout the period and option periods of the agreement.

Contract Term and Contact Information

The contract should be effective beginning **Tuesday, August 11, 2026 and ending July 31, 2027**. This contract may be extended for up to two (2) additional one-year terms upon mutual written consent. The District reserves the right to negotiate further provisions to the proposed contract terms.

Please provide the contact name and information of your company's individual who has the authority to discuss invoice issues and make contractual decisions.

Main Contact Name: _____

Email: _____

Phone: _____

SECTION IV - PROPOSAL PRICING

Note: This proposal form must be used for proposal to be considered. Please print your responses VERY CLEARLY. In case of discrepancy between the unit price and the extended amount, the unit price shall prevail.

Note: Make sure you read Section III – Special Terms & Conditions/RFP Specifications before filling-in the proposal pricing information.

PROPOSAL FORM

Proposed prices shall be submitted based on a Daily Rate that includes the am pick-up (AM) and drop-off (PM) routes. This form may not be altered. The District reserves the right to require the Contractor to add and delete buses to or from service at the rates specified below subject to any price escalation clause included in the attached Transportation Service Agreement. Please provide pricing for different departure times. If the provider is not able to provide services at a specific departure time input 'Not Available' in the cell. Schools will only have one route with one departure time but the departure time has not been set. All students at all schools should arrive between 7:30 a.m. and 7:45 a.m.

Regular Home-to-School Transportation Normal District School Year

Bus Capacity Approximately 76 Passengers

Morning Arrival between 7:30 a.m. and 7:45 a.m.	Liberation Academy Regular Route Daily Rate
Afternoon Departure at 3:30 p.m.	\$

Regular Home-to-School Transportation Normal District School Year

Bus Capacity Approximately 56 Passengers

Morning Arrival between 7:30 a.m. and 7:45 a.m.	Harvest Preparatory Academy Regular Route Daily Rate
Afternoon Departure at 3:30 p.m.	\$

Arrow Academy does not have a district parking location for the buses. Pricing above should be for no parking facilities available. If parking is available at the campus location note the discount on the daily rate below.

Onsite Parking Discount

School	Onsite Parking Discount
Liberation Academy	\$
Harvest Preparatory Academy	\$

In addition to home-to-school transportation, the District expects the Contractor to provide transportation services in support of other District-related activities. If the District requests bus service that conflicts with normal home-to-school service, the Contractor shall provide that service to the best of their ability. Conflicting trips will require additional staff beyond the numbers needed to provide regular home-to-school service and will preclude the use of home-to-school vehicles.

Additional Transportation Services Extracurricular Trips, Mid-Day Runs, And Other District Requested Bus Service

	Hourly Rate	Mileage Rate	Minimum Call-out Charge
All Bus Capacities	\$	\$	\$

Rates provided for all transportation trips shall begin and end at the scheduled trip origin and shall include layover time.

Optional Future Route Pricing — Potential Greater Houston Area Campus 2027–2028

The District may require an additional regular home-to-school route for a potential Greater Houston area campus beginning in the 2027–2028 school year. This route is not guaranteed and shall depend on actual enrollment, student need, funding, and District approval. Proposers should provide optional daily route pricing for the following bus capacity options. Pricing should assume a route length and service model generally comparable to the Liberation Academy and Harvest Preparatory Academy routes unless otherwise noted by the proposer.

Optional Route Capacity	Morning Arrival	Afternoon Departure	Daily Rate
Approximately 14–20 passengers	7:30–7:45 a.m.	3:30 p.m.	\$_____
Approximately 24–30 passengers	7:30–7:45 a.m.	3:30 p.m.	\$_____
Approximately 48–56 passengers	7:30–7:45 a.m.	3:30 p.m.	\$_____
Approximately 71–76 passengers	7:30–7:45 a.m.	3:30 p.m.	\$_____

Pricing for the potential Greater Houston area route is requested for planning purposes only. The District is not obligated to activate the route. Any future route shall depend on actual enrollment, student need, available funding, and written approval by Arrow Academy.

The District reserves the right to add, reduce, combine, or eliminate routes based on actual enrollment, student ridership, operational needs, and available funding. Optional route pricing submitted by the proposer shall not obligate the District to purchase or activate the route.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE NOTICE TO PROPOSERS, INFORMATION FOR PROPOSERS, AGREEMENT FOR FURNISHING STUDENT TRANSPORTATION SERVICES, AND ALL OTHER PARTS OF THE PROPOSAL PACKAGE.

Company Name

Signature of Authorized Agent

Address (City, State and Zip Code)

Business Telephone Number

Email Address

Date Signed

WORKERS' COMPENSATION CERTIFICATE

The Proposer shall sign and submit the following certificate with the transportation written proposal: Highland Park Independent School District requires contractors to provide workers' compensation as per state law requirements.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY LIMITS

Workers' Compensation:	Statutory	
Employer's Liability:	Each Accident	\$ 1,000,000
	Disease - Each Employee	1,000,000
	Disease - Policy Limit	1,000,000

Company Name

Signature of Authorized Agent

Date Signed

Note: Proposer may attach current certificate of coverage with a signed statement that if awarded the contract, they will obtain said coverage.

INSURANCE COVERAGE

GENERAL LIABILITY:	<u>Limits</u>
A. Commercial General Liability	
1. General Aggregate	\$ 1,000,000
2. Products-Completed Operations Aggregate	\$ 1,000,000
3. Personal and Advertising Injury	\$ 1,000,000
4. Each Occurrence	\$ 1,000,000
5. Fire Damage (any one fire)	\$1,000,000

AUTOMOBILE LIABILITY:	<u>Limits</u>
A. Commercial Auto Liability	\$ 1,000,000
Any Auto (includes all owned, scheduled, hired, and non-owned autos.)	

The insurance requirements as listed above are the minimum requirements set by Arrow Academy to the vendor. This requirement also applies to any sub-contractor(s) in the event that any that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

1. Should any of the above described policies be cancelled before the expiration date, the issuing company shall mail thirty (30) days advance written notice to the certificate holder, Arrow Academy.
2. The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.
3. THE CONTRACTOR SHALL HOLD THE DISTRICT HARMLESS FROM AND INDEMNIFY IT AGAINST ALL LIABILITY, INCLUDING ATTORNEY'S FEES, WHICH MAY ARISE FROM AND ACCRUE DIRECTLY FROM THE PERFORMANCE OF THE WORK OR ANY OBLIGATION OF CONTRACTOR OR FAILURE OF CONTRACTOR TO PERFORM ANY WORK OR OBLIGATION PROVIDED FOR IN THIS AGREEMENT.
4. The selected proposer will be required to supply an insurance certificate naming Arrow Academy as an additional insured.

****You are required to submit a certificate of insurance for the above insurance requirements with your bid. ****

****Item #2, 3, 4 (above) shall be required of the successful vendor/s only. ****

NOTE: ADDITIONAL INSURED

Arrow Academy must be named as additional insured on the certificate of insurance if your firm is awarded the contract.

I, the undersigned, have attached a copy of a certificate of insurance that I attest (1) remains currently in force; and (2) has been issued for the purposes of insuring a school District, nonpublic school or county superintendent of schools which (whom) currently contracts for student transportation services from my firm.

Company Name

Signature of Authorized Agent

Date

NOTE: Proposers must submit a current certificate of insurance with a signed statement that the above-stated coverage will be in force prior to the award of the contract.

PROPOSED SCHOOL BUS INVENTORY AND PROPERTY SUMMARY

School Bus Inventory

Description of buses to be provided for the first year of this contract by the Contractor: You may use this chart or attach your own sheet.

BUS NUMBER	PASSENGER CAPACITY	YEAR OF MANUFACTURE	MAKE	MILEAGE

SECTION V – RFP EVALUATION CRITERIA

In evaluating bids/RFPs submitted and per the Texas Education Code 44.031(b), the following considerations shall be considered to determine the best value for the District.

1. the purchase price;
2. the reputation of the vendor and of the vendor’s goods or services;
3. the quality of the vendor’s goods or services;
4. the extent to which the goods or services meet the District’s needs;
5. the vendor’s past relationship with the District
6. the total long-term cost to the District to acquire the vendor’s goods or services;
7. if applicable to this bid/RFP:
for a contract for goods and services, other than goods and 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
8. any other relevant factor specifically listed in the request for bids or proposals

Evaluation Criteria	Point Value
Purchase price and total long-term cost to the District	35
Reputation of the vendor and vendor’s goods or services - references	10
Fleet service and quality	10
Extent to which the goods or services meet the District’s needs	10
Vendor’s past relationship with the District	5
Principal place of business or number of employees in the State	5
Experience with school districts	5
Safety procedures	10
Other relevant factors specifically listed in this RFP	10
Total Points	100

SECTION VI – INSTRUCTIONS TO PROPOSERS

1. To be considered a responsive Bid/RFP, all pages requiring a signature (including but not limited to Forms A, B, C, D, E, F, G), the Cover Page, and Sections II and III, plus any/all attachments, must be completed with all requested information, **(a) PDF form with a Digitally Sign Certificates to rico.sedeno@arrowacademy.org and shall include the subject line: “Response to Arrow Charter Schools – [OFFEROR NAME]” and/or (b) A sealed envelope marked with the Proposer’s name and address and the words "RFP Arrow Academy Student Transportation"** contain the contents prior to the bid/RFP date and time. Each bid/RFP shall be placed in a separate envelope and properly identified with the Bid/RFP Number, Bid/RFP Title, Name of the Company submitting the bid/RFP, and the established time and date to be opened.
2. The Bidder/Proposer is strongly encouraged to read the entire Bid/RFP document prior to submitting a response. Failure to provide the information requested in its entirety may be grounds for disqualification of bid/RFP.
3. If any exceptions are taken to any portion of this Bid/RFP, the Bidder/Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form or as a separate attachment to the Bid/RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the Bid/RFP as proposed by the District. The District reserves the right to reject a bid/RFP containing exceptions, additions, qualifications, or conditions.
4. The bid/RFP response **must be a Digitally Sign Certificates and/or signed** by an individual authorized to contractually bind the company submitting the bid/RFP. A failure to sign the bid/RFP will cause it to be rejected as non-responsive. Bids/RFPs must give the full firm name and address of the bidder/proposer. Person signing bid/RFP should show title or authority to bind his/her firm in a contract.
5. Bids/RFPs **must be received** in the Purchasing Department office **prior to** the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding. **LATE BIDS/RFPs WILL NOT BE ACCEPTED.** No oral, telegraphic, telephonic, electronic mail or facsimile-transmitted bids/RFPs will be considered. The clock located in the Arrow Academy Purchasing Department is considered the official time for receiving bids/RFPs.
6. Sealed bids/RFPs shall be mailed or otherwise delivered to the following address:

Arrow Academy
Rico Sedeno, Director of Operations
PO Box 12207
College Station, TX 77842
7. All questions regarding this invitation **must be submitted in writing** (email preferred) to Rico Sedeno (Rico.sedeno@arrowacademy.org). Requests for information/interpretation must be received on or before **3:00 PM, Friday - May 11, 2026**. Only questions answered by formal written addenda will be binding.
8. Addenda will be posted to the Arrow Academy web page. You may obtain the addenda from our internet/website address at arrowacademy.org. It is the responsibility of each bidder/proposer to

obtain all addenda that pertains to this bid/RFP. **Bidders/Proposers who submit a bid/RFP without acknowledging receipt of all addenda issued may be deemed to have submitted a bid/RFP not responsive to this solicitation.** Failure to receive such addenda does not relieve bidder/proposer from any obligation under the bid/RFP submitted. All formal written addenda become a part of the bid/RFP documents. Bidders/proposers shall acknowledge receipt of all addenda in the Bid/RFP Response Form.

9. Bids/RFPs must remain open for acceptance for a period of **thirty (30) days** subsequent to the opening of bids/RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
10. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by Arrow Academy.
11. All Bidders/Proposers must execute the forms enclosed (or otherwise requested herein) for the bid/RFP to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required by the Bid/RFP Form must be included with the Bid/RFP. Failure to provide complete and accurate information may disqualify the bidder/proposer.
12. On May 25, 2007, the Texas Senate passed House Bill No. 1491, providing clarification to Chapter 176 of the Texas Local Government Code, which imposes new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE can be downloaded from the Texas Ethics Commission web address at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm
13. It is the policy of Arrow Academy not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
14. In order to ensure the integrity of the selection process, Bidder/Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Bidder/Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this Bid/RFP is released until the award.
15. This bid/RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of Arrow Academy, is at any time while the bid/RFP is in effect, an employee of any other party to the bid/RFP in any capacity or a consultant to any other party of the bid/RFP with respect to the subject matter of the bid/RFP.
16. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.

17. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:
 - A. Any offense against a child
 - B. Any sex offense
 - C. Any crimes against persons involving weapons or violence
 - D. Any felony offense involving controlled substances
 - E. Any felony offense against property
 - F. Any other offense the District believes might compromise the safety of students, staff, or property

19. All contractors, subcontractors, and their employees must submit to Arrow Academy proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.

20. Use or possession of weapons, firearms, tobacco, alcoholic beverages, controlled substances, and/or drugs, even in vehicles, is strictly prohibited on school district property. Any harassment of employees, students, or volunteers is also strictly prohibited.

21. The District reserves the right to acquire a reasonable amount of additional goods or services, as listed on this bid/RFP, subject to verification of the same or lower prices and conditions on bid/RFP.

This document is provided as a courtesy only and does not relieve the Bidder/Proposer of his/her responsibility to contact Arrow Academy Purchasing Department to obtain Bid/RFP documents. It is also the responsibility of the Bidder/Proposer to keep Arrow Academy advised of current mailing and email addresses. **ARROW ACADEMY IS NOT RESPONSIBLE FOR UNDELIVERABLE MAIL OR EMAIL.**

SECTION VII – RFP REQUIREMENTS AND CONDITIONS

In submitting a bid/RFP, Bidder/Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this bid/RFP between the vendor and Arrow Academy. By submitting a bid/RFP, each bidder/proposer agrees to waive any claim it has or may have against the Arrow Academy arising out of or in connection with the administration, evaluation, or recommendation of any bid/RFP; waiver of any requirements under the Bid/RFP documents; acceptance or rejection of any Bids/RFPs; and award of Contracts, if any.

1. WITHDRAWING BIDS/RFP

Bids/RFPs deposited with Arrow Academy (hereinafter called "District") can be withdrawn, upon written request, prior to the time set for opening bids/RFPs. A bid/RFP may not be withdrawn after the bids/RFPs have been opened, and the Bidder/Proposer, by submitting a bid/RFP, warrants and guarantees that the bid/RFP has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Bids/RFPs cannot be altered or amended after opening time. Any alterations made before opening time **must** be initialed by bidder/proposer or his/her authorized agent.

2. CONSIDERATION OF BIDS/RFP

Bids/RFPs must be (a) PDF form with a Digitally Sign Certificates to rico.sedeno@arrowacademy.org and shall include the subject line: “Response to Arrow Charter Schools – [OFFEROR NAME]” and/or (b) A sealed envelope marked with the Proposer’s name and address and the words "RFP Arrow Academy Student Transportation" signed, sealed and delivered to the Arrow Academy Purchasing Department office PRIOR TO the bid/RFP due date and time. Unsigned, unsealed, or late bids/RFPs will not be considered. After bids/RFPs are opened, the bids/RFPs will be tabulated for comparison on the basis of the bid/RFP prices and quantities shown in the bid/RFP.

Arrow Academy Board of Trustees reserves the right to reject any or all bids/RFPs, to waive technicalities, and to re-advertise for new bids/RFPs, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of Bids/RFPs and will be tabulated as “net.”

Bids/RFPs received after the date and time specified will not be considered. The Purchasing Department will notify those firms submitting late bids/RFPs and will hold documents for pick-up for five (5) business days following late bid/RFP notification. **All late bids/RFPs which are not picked up by the Bidder/Proposer within five business days will be discarded.**

3. AWARD CRITERIA (See Section V – RFP Evaluation Criteria)

The District reserves the right to award this bid/RFP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the bidder/proposer chooses to

bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the bid/RFP.

Regardless of the award of Bid/RFP hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest.

4. IRREGULAR BIDS/RFP

Bids/RFPs will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids/RFPs, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

5. REJECTION OF BIDS/RFP

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

- A. Bid/RFP received after the time limit for receiving bids as stated in the advertisement.
- B. Bid/RFP containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient bid/RFP guaranty, if required.
- E. Where the Bidder/Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

6. DISQUALIFICATION OF BIDDERS/PROPOSERS

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

- A. Reason for believing collusion exists among the Bidders/Proposers.
- B. Reasonable grounds for believing that any Bidder/Proposer is interested in more than one bid/RFP for the work contemplated.
- C. Where the Bidder/Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.
- D. The Bidder/Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order.
- E. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- F. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.
- G. Where the Bidder/Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract.

7. CONFIDENTIAL OR PROPRIETARY MARKINGS

Any portion of the bid/RFP that Bidder/Proposer considers confidential or proprietary information, or to contain trade secrets of Bidder/Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

8. NEW MATERIALS

Unless otherwise stated in the specifications, all supplies and components to be provided under this Bid/RFP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this Bid/RFP the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

9. BRAND NAME OR SUITABLE SUBSTITUTE

This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification or products by make and model.

- A. If items for which bids/RFPs have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids/RFPs offering "suitable substitute" products will be considered for award if such products are clearly identified in the bids/RFPs and are determined by the District, at its sole discretion, to be equal in all material respects to the brand name products referenced.

- B. Should any product be delivered or service performed which is not as the successful Bidder/Proposer has purported it to be in its submitting of this Bid/RFP, said Bidder/Proposer will be required to correct any deficiencies without additional cost to the District.

10. SAMPLES

Samples and/or product specification documents may be required for items, as specified in Section II - Special Terms & Conditions/Bid Specifications. Product specification documents (as required in Section II - Special Terms & Conditions/Bid Specifications) shall be submitted with the bid/RFP, properly referenced and clearly marked so as to indicate related bid/RFP item. Samples, when requested on Section II, must be furnished at no cost to the District and will not be returned. Each sample should be clearly marked with bidder's/proposer's name, bid/RFP number, and item number on the bid/RFP. **DO NOT ENCLOSE IN OR ATTACH BID/RFP TO SAMPLE.** Arrow Academy assumes no responsibility for the handling of samples in any manner. Improperly identified samples will not be considered.

When samples and/or product specifications are not required to be submitted with the bid/RFP (not stated on Section II – Special Terms & Conditions/Bid Specifications) Arrow Academy reserves the right to request samples and/or

product specification documents for any merchandise submitted for bid/RFP before final selections are made. Samples and/or product specifications requested after bid/RFP opening must be received within five (5) calendar days after request.

SECTION VIII – GENERAL TERMS AND CONDITIONS

PURCHASES

All purchase commitments by the District will be made via a properly drawn and issued purchase order. **DO NOT** provide goods/services absent a bona fide, signed purchase order. Deliveries made absent a bona-fide, signed purchase order will be the responsibility of the vendor.

1. TERMS OF PAYMENT

Terms of payment to the successful Bidder/Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item.

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

The original invoice should be mailed to:

Arrow Academy
ATTN: Accounts Payable
PO Box 12207
College Station, TX 77842

3. RIGHTS TO INSPECT AND AUDIT

The Vendor (and Vendor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this bid/RFP. Proprietary/Trade Secret information pertaining to this bid/RFP may not be withheld from the District or its Authorized Representative.

4. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Bid/RFP. Neither acceptance of such Work by the District, nor payment therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

5. ASSIGNMENT

The successful Bidder/Proposer may not assign its rights and duties under an award without the written consent of Arrow Academy. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

6. TERMINATION OF WORK FOR DISTRICT CONVENIENCE

Whenever Arrow Academy, in its discretion, deems it to be in the District’s best interests, it may terminate any resulting award for the District’s convenience. Such termination shall be effective thirty (30) days after Arrow Academy delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and Arrow Academy shall have no liability for, any costs under this Bid/RFP that are not necessary for actual performance of the Bid/RFP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Arrow Academy shall have no liability to Vendor for lost or anticipated profit resulting there from.

Arrow Academy can terminate any resulting award for this bid/RFP with thirty (30) calendar days notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit Arrow Academy to terminate this bid/RFP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this bid/RFP. **Multi-term agreements are subject to review, ratification, or renewal by the Board of Trustees at the end of each term.**

7. NON-APPROPRIATION CLAUSE

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

8. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this bid/RFP, and such default shall be grounds for the District to terminate any resulting award for this bid/RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this bid/RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this bid/RFP under this Item 7 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under Item 6 of Section II - General Terms and Conditions.

8. GRATUITIES

The District may, by written notice to the Vendor, cancel this Bid/RFP without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of Arrow Academy with a view toward securing a bid/RFP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

9. NOTICE OF DELAYS

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District 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 grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

10. FORCE MAJEURE

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Bid/RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this Bid/RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Bid/RFP.

11. DELIVERIES OF GOODS

- A. A specific delivery date may be required to be a part of each bid/RFP. The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location.
- B. All items covered by this bid/RFP shall be delivered F.O.B Destination Arrow Academy, from point of assembly to the District location(s) specified on each purchase order. **BID/RFP PRICING SHALL INCLUDE ALL FREIGHT/DELIVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within Arrow Academy, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Bidder/Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Bidder/Proposer.
- C. Deliveries will be made only upon authorization of Arrow Academy and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District. It is

important that each supplier understand the following information:

- All purchases made by the District will be made via Arrow Academy purchase order.
 - Do not provide goods/services absent a bona fide, signed purchase order.
 - Do not provide goods/services exceeding the quantities contained on the purchase order.
 - The District will only pay invoices which match the purchase order description, quantity, and price.
- D.** Deliveries shall be to the location identified in each Purchase Order. Each proof of delivery shall list the Arrow Academy purchase order number, exact quantity delivered, back orders (if any) and number of pallets.
- E.** Bidder/Proposer warrants that all deliveries made under the Purchase Order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- F.** Failure by the Vendor to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the bid/RFP price.
- G.** All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.
- H.** Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

12. PERFORMANCE OF SERVICES

- A.** Performance of services will be made only upon authorization of the District, in the form of a *bona fide*, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.
- B.** Performance of services shall be at the location identified in each order.
- C.** The scope of this bid/RFP and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.
- D.** Bidder/Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.

- E. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the bid/RFP price.
- F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any materialman's, supplier's, or other type liens.
- G. All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Bid/RFP.
- H. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.
- I. Failure of Vendor to fully comply with the terms and provisions of this Bid/RFP shall constitute grounds for declaring the Vendor in default.
- J. Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

13. WARRANTY INFORMATION

- A. Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.
- B. Warranty – Price: The price to be paid by the District shall be that contained in Seller's bid/RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this bid/RFP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.
- C. Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by applicable federal and state standards. In the event the product does not conform to these standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

14. INDEMNIFICATION AND HOLD HARMLESS

The vendor shall defend, indemnify, and hold harmless Arrow Academy, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this bid/RFP

15. PRICE INCREASES

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in the Houston area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed forty-five (45) days before date of renewal.

SECTION IX - EXHIBITS

- A.** Campus Location – Liberation Academy
- B.** Map of Arrow Academy Proposed Routes
- C.** List of Campus Start Times
- D.** Instructional Calendar 2026-2027
- E.** Arrow Academy Transportation Data
- F.** Campus Location – Harvest Preparatory Academy
- G.** Map of Arrow Academy Proposed Routes
- H.** List of Campus Start Times
- I.** Instructional Calendar 2026-2027
- J.** Arrow Academy Transportation Data

EXHIBIT A - CAMPUS LOCATION

CAMPUS	ADDRESS	GRADES
Liberation Academy	11600 W. Airport Blvd., Meadows Place, TX 77477	K – 5

EXHIBIT B – MAP OF ARROWACADEMY CAMPUS LOCATIONS

Arrow Academy bus stop locations (Hubs) are subject to change but the general route location will remain if any changes are made to the stops.

Liberation Academy			Departure Times	
Stop	Landmark	Address	AM	PM
1	Burton Elementary	Hunter Green Ln, Fresno, TX 77545	6:50	4:35
2	Walmart	9929 Hwy 6, Missouri City, TX 77459	6:57	4:25
3	Lowe's	3807 FM 1092 Rd, Missouri City, TX 77459	7:10	4:12
4	Pecan Plaza	2821 Dulles Ave, Missouri City, TX 77459	7:18	4:00
5	Arrow Academy	11600 W Airport Blvd, Meadows Place, TX 77477	7:35	3:30

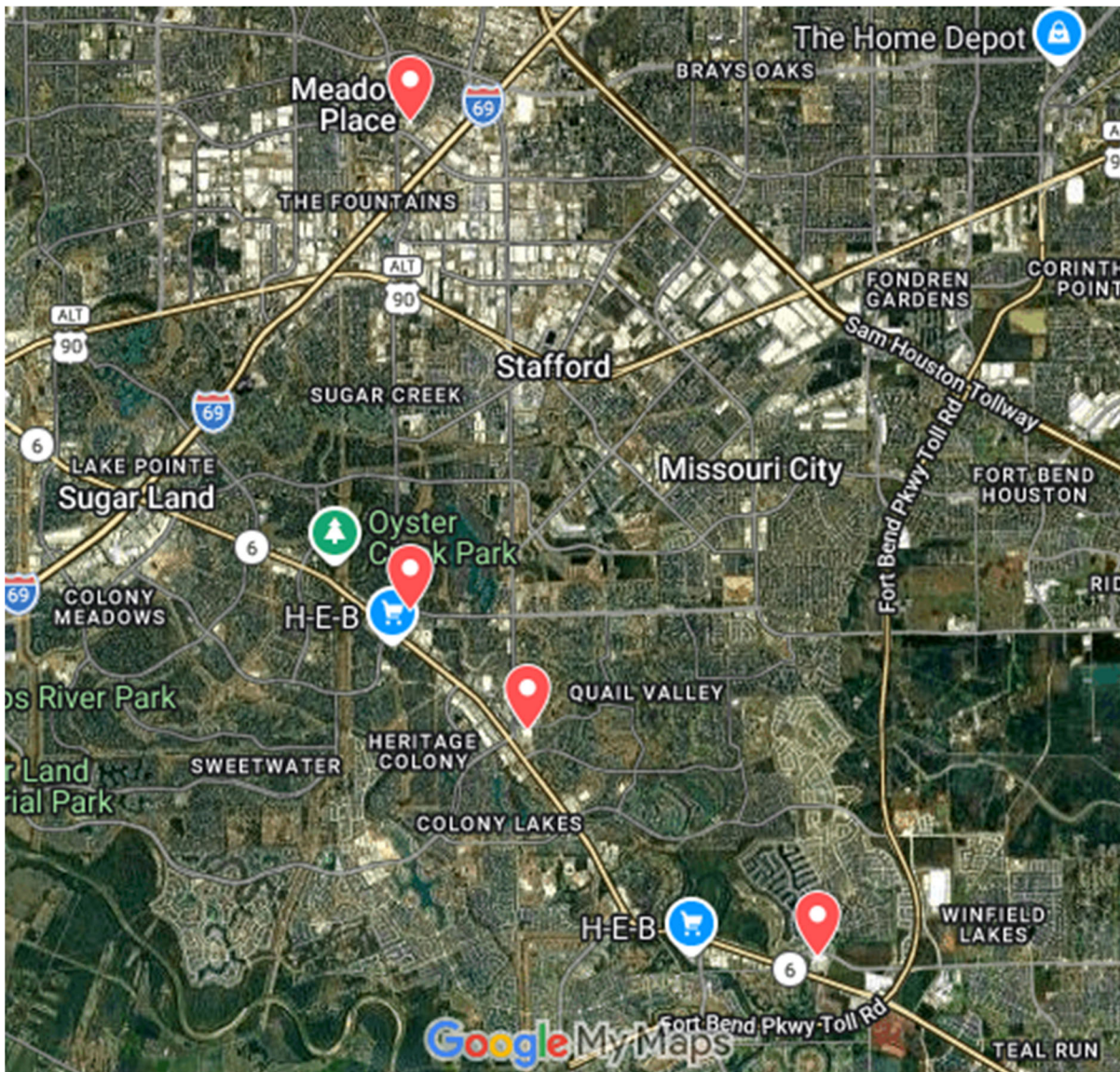


EXHIBIT C - LIST OF SCHOOL HOURS

Elementary School Hours

- **Grades K – 5:** 8:00 a.m. – 4:00 p.m.

Arrow Academy currently anticipates the following school schedule and bus schedule for the next school year*:

CAMPUS	EARLIEST POSSIBLE DROP OFF TIME	SCHOOL HOURS	PM PICK UP TIME
Liberation Academy	7:30 AM	Grades K – 5: 8:00 a.m. – 4:00 p.m..	4:00 p.m.

*Arrow Academy shall alter schedules as needed at Arrow Academy’s sole discretion to ensure the needs of students are met.

Does your organization see any problems with this schedule?

Yes ___ No ___ If yes, please explain the issues with this bus schedule.

EXHIBIT D – INSTRUCTIONAL CALENDAR 2026-2027



Liberation Academy ARROW ACADEMY 2026 – 2027 CALENDAR

AUGUST
4-10 Teacher Professional Development
11 Students' First Day
SEPTEMBER
7 Labor Day Holiday
OCTOBER
12-14 Teacher Professional Development
15-16 Fall Break
NOVEMBER
23-27 Thanksgiving Break
DECEMBER
21-31 Winter Break
JANUARY
1-4 Winter Break
5 Staff Development
6 1st Day of 2nd Semester
18 Martin Luther King Day Holiday
FEBRUARY
12 Staff Development
15 President's Day Holiday
MARCH
8-12 Spring Break
26 Good Friday Holiday
29 Staff Development
APRIL
MAY
27 Students' Last Day
28 Teachers' Last Day
JUNE
Juneteenth Holiday
JULY
Independence Day Week

GRADING PERIODS (suggested)	
1st 9 Weeks	August 11 – October 9
2nd 9 Weeks	October 19 – December 18
3rd 9 Weeks	January 6 – March 5
4th 9 Weeks	March 15 – May 27
Total	175 Student Days
	187 Teacher Days

KEY	
{ }	Grading Period Begin/End
□	Staff Development/Student Holiday
○	School Holiday
◇	Early Release Day
▽	Report Cards in Skyward

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EXHIBIT E – ARROW ACADEMY TRANSPORTATION DATA

Summary of Current Transportation

Number of current Routes:

- Regular Routes: **1**

Number of Riders:

- Regular Routes: 45+

Miles per Day:

- Regular Routes: Approximately 15-20 miles per day

Number of Drivers:

- Regular Routes: 1

Field Trips and Athletics

- Total Trips: Approximately 1-2 field trips per year per school requiring transportation

ROUTES BY CAMPUS

CAMPUS	BUSES – 2 total, shared between all campuses	# OF STUDENTS	OTHER
Harvest Preparatory Academy	1 Route	30	

EXHIBIT F - CAMPUS LOCATION

CAMPUS	ADDRESS	GRADES
Harvest Preparatory Academy	17770 Imperial Valley Dr., Houston, TX 77060	K – 5

EXHIBIT G – MAP OF ARROWACADEMY CAMPUS LOCATIONS

Arrow Academy bus stop locations (Hubs) are subject to change but the general route location will remain if any changes are made to the stops.

Harvest Academy			Departure Times	
Stop	Landmark	Address	AM	PM
1	Cumberland Apartments	505 Cypress Station Dr, Houston, TX 77090	6:40	3:45
2	Harris county Ecore Houston	17710 Red Oak Dr, Houston, TX 77090	6:50	3:53
3	Unknown	1126 Caspian Ln, Houston, TX 77090	6:55	3:48
4	Costa Ibiza	17217 Hafer Rd, Houston, TX 77090	7:03	4:08
5	Arrow Academy	17770 Imperial Valley Dr, Houston, TX 77060	7:30	3:30

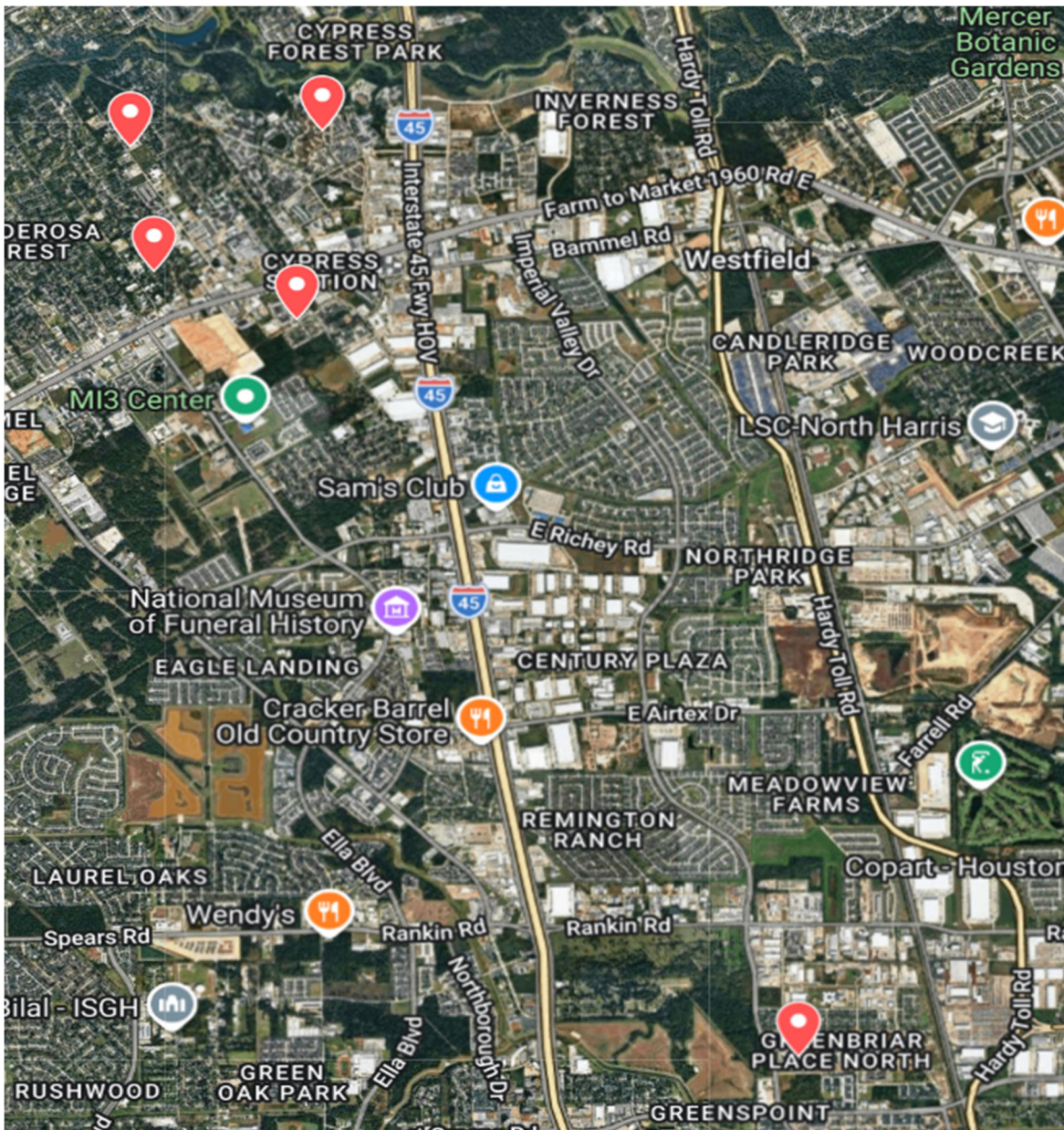


EXHIBIT H - LIST OF SCHOOL HOURS

Elementary School Hours

- **Grades K – 5:** 8:00 a.m. – 4:00 p.m.

Arrow Academy currently anticipates the following school schedule and bus schedule for the next school year*:

CAMPUS	EARLIEST POSSIBLE DROP OFF TIME	SCHOOL HOURS	PM PICK UP TIME
Harvest Preparatory Academy	7:30 AM	Grades K – 5: 8:00 a.m. – 4:00 p.m..	4:00 p.m.

*Arrow Academy shall alter schedules as needed at Arrow Academy’s sole discretion to ensure the needs of students are met.

Does your organization see any problems with this schedule?

Yes ___ No ___ If yes, please explain the issues with this bus schedule.

EXHIBIT I – INSTRUCTIONAL CALENDAR 2026-2027



Harvest Preparatory Academy

ARROW ACADEMY 2026 - 2027 CALENDAR

AUGUST	
4-10	Teacher Professional Development
11	Students' First Day
SEPTEMBER	
7	Labor Day Holiday
OCTOBER	
12-14	Teacher Professional Development
15-16	Fall Break
NOVEMBER	
23-27	Thanksgiving Break
DECEMBER	
21-31	Winter Break
JANUARY	
1-4	Winter Break
5	Staff Development
6	1st Day of 2nd Semester
18	Martin Luther King Day Holiday
FEBRUARY	
12	Staff Development
15	President's Day Holiday
MARCH	
15-19	Spring Break
26	Good Friday Holiday
29	Staff Development
APRIL	
MAY	
27	Students' Last Day
28	Teachers' Last Day
JUNE	
	Juneteenth Holiday
JULY	
	Independence Day Week

GRADING PERIODS (suggested)	
1st 9 Weeks	August 11 - October 9
2nd 9 Weeks	October 19 - December 18
3rd 9 Weeks	January 6 - March 12
4th 9 Weeks	March 22 - May 27
Total	175 Student Days
	187 Teacher Days

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□	Staff Development/Student Holiday
○	School Holiday
◇	Early Release Day
▽	Report Cards in Skyward

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EXHIBIT E – ARROW ACADEMY TRANSPORTATION DATA

Summary of Current Transportation

Number of current Routes:

- Regular Routes: **1**

Number of Riders:

- Regular Routes: 30+

Miles per Day:

- Regular Routes: Approximately 10-15 miles per day

Number of Drivers:

- Regular Routes: 1

Field Trips and Athletics

- Total Trips: Approximately 1-2 field trips per year per school requiring transportation

ROUTES BY CAMPUS

CAMPUS	BUSES – 2 total, shared between all campuses	# OF STUDENTS	OTHER
Harvest Preparatory Academy	1 Route	30	

END OF RFP DOCUMENT.