



Request for Competitive Sealed Proposal

Pupil Transportation Services

Prepared By:

Crowley Independent School District
512 Peach Street
Crowley, TX 76036
NOTICE TO PUPIL TRANSPORTATION VENDORS

REQUEST FOR COMPETITIVE SEALED PROPOSAL (CSP)

Notice is hereby given that the Crowley Independent School District, hereinafter referred to as DISTRICT, is accepting competitive sealed proposals for Pupil Transportation Services. The specifications herein are intended to supply vendors with enough information to enable them to prepare a response to this CSP.

Each Proposer shall identify their sealed response by marking the outside of the envelope with:

Crowley Independent School District
Request for Competitive Sealed Proposal for Pupil Transportation Services
Attn: Dwayne Jones
Executive Director of Business Services
512 Peach Street
Crowley, Texas 76036

Telephone, electronic, or facsimile submissions will not be considered. Proposals will be received until 2:00 p.m., Wednesday, April 12, 2017. Any submissions received after this time will not be considered. The District reserves the right to reject any or all bids or proposals, waive any informality and award a contract in the best interest of the District. The District also reserves the right to accept a second vendor, without re-bidding or re-advertising, should the first selected vendor fail to deliver.

The District has outsourced to a third party for the past ten (10) years with a bus fleet consisting of a mixture of District-owned and vendor-owned buses. Currently, the District owns a total of 21 buses, with 4 of those buses phasing out in 2017. The prospective vendor will be required to maintain a fleet with the maximum allowable age of any single bus being twelve (12) years and the maximum average fleet age being eight (8) years.

The District is seeking proposals for the management and operation of their pupil transportation program.

The proposal will include the contractor providing all aspects necessary to operate the department utilizing the 21 District-owned buses and the contractor providing the remaining buses required which will include six (6) charter buses described as follows:

- Charter buses will be similar to those provided by a commercial charter bus vendor and NOT converted school buses.
- Charter buses will have under-cabin storage.
- Charter buses will NOT have onboard restrooms.

Term:

The district requests two separate proposals as follows:

1. A two (2) year contract beginning on July 1, 2017 and ending on June 30, 2019. The contract may be extended with mutual consent for three (3) additional one-year terms.
2. A five (5) year contract beginning on July 1, 2017 and ending on June 30, 2022.

Termination by Default:

The District may terminate the contract resulting from this request at any time that a contractor fails to carry out provisions.

The District shall provide the contractor in writing a twenty-four hour notice of conditions endangering performance. If after a thirty-day, or otherwise agreed upon cure period, the contractor fails to remedy the

conditions contained in the notice, the District shall terminate the contract.

The District shall be obligated only for those services rendered and accepted before the date of notice of termination, less any damages that may be assessed for non-performance.

With mutual agreement of both parties upon receipt and acceptance of not less than thirty days written notice, the contract may be terminated on an agreed date before the end of the contract period without penalty to either party.

Notwithstanding any other provisions of the contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State or the District to appropriate funds or through discontinuance of material alteration of the program for which funds were provided, the District shall have the right to terminate this contract without penalty by giving not less than thirty days written notice documenting the lack of funds.

Disclaimers:

The District reserves the right to withdraw this Competitive Sealed Proposal at any time and for any reason, and to issue such clarification, modifications, and/or amendments as it may deem appropriate. Receipt of Proposal materials by the District or submission of a Proposal to the District confers no right upon the agent nor obligates the District in any manner. The District reserves the right to waive minor irregularities in proposal, provided that such actions are in the best interest of the District. Any such waiver shall not modify any remaining Competitive Sealed Proposal requirements or excuse the agent from full compliance with the Competitive Sealed Proposal specifications and other contract requirements if the agent is awarded the contract.

Indemnification:

Contractor shall indemnify and hold harmless the District or its agents and employees against third party claims resulting from any damages, losses and expenses as a result of any negligent act, default or omission of the Contractor. Contractor agrees to notify the District by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action or proceedings

To the fullest extent permitted by Texas law, the Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees, arising out of or resulting from the performance of the work, provided that any such claim, damages, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from (2) is caused in whole or in part by any negligent act, default or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person.

In any and all claims against the District or any agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor shall not extend to the liability of the Owner his agents or employees,

arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or failure to give directions or instructions by the Owner, his agents, or employees provided such giving or failure to give is the primary cause of the injury or damage

Force Majeure:

In the event CONTRACTOR is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond CONTRACTOR's control, DISTRICT shall excuse CONTRACTOR from performance under this Agreement.

Each proposal must contain a completed Proposal Form Price Schedule (cost proposal), Submittals 1-17, any proposed modifications to the Agreement for furnishing Pupil Transportation Services, the prescribed amount of Bid Security in an acceptable form, evidence of insurance or insurability, and a workers' Compensation Certificate, contract document, 3 years of financial statements and a bus inventory form. The cost proposal shall be submitted on the Proposal Form, which is included in the CSP package. The Proposal Form and other components of this package may be obtained from the District's website under the Purchasing Department section.

Escalation Clause:

All rates are subject to an increase on July 1, 2018, and on July 1 of each contract year thereafter.

The rate of compensation may be increased annually by 3.0%, or the actual CPI increase each year, whichever is lower.

For purposes of this proposal, CPI shall mean the Consumer price index published by the Bureau of Labor Statistics of the U.S. Department of Labor, for All Urban Wage Earners and Clerical Workers, U.S. Cities (1982-84=100), "All Items".

Amendments:

The District will issue electronic amendments to this document as deemed necessary available on the District's website under the Purchasing Department section.

Proprietary Information:

The District operates under a public information law, which permits access to most records and documents.

Proprietary information in your response shall be identified and will be protected to the extent legally permissible.

PROPOSAL COSTS:

The District will not be liable in any way for any cost incurred by vendor in the preparation of their proposals in response to the Competitive Sealed Proposal nor the presentation of their proposals and/or participation in any discussion or negotiations.

Minority/disadvantaged and women's business enterprises are encouraged to submit proposals.

A bid bond or cashier's check must accompany the sealed proposals in the amount of five percent (5%) of the proposed annual home-to-school base cost. All security deposits received will be refunded except

when a contract offered by the District is rejected by the selected vendor. The bid bond must be issued by an approved surety, duly licensed and authorized to transact business in the state of Texas, in a form and content acceptable to the District.

CSP - PUPIL TRANSPORTATION SERVICES

Terms and Conditions

A. 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.

1. The District CSP documents include:
 - a. Invitation to Submit Proposals
 - b. Terms and Conditions
 - c. Proposal Form/Price Schedule
 - d. Workers' Compensation Certificate
 - e. Evidence of Insurance or Insurability
 - f. Proposal Checklist
 - g. Any Addenda to this Invitation
 - h. Transportation Data
 - i. Proposed Bus Inventory Form

B. Inspection of Documents.

1. Each Proposer receiving forms prepared by the District 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 Proposer to receive or examine any contract document, form, instrument, addendum, or other document 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, or by letter or telegram received before the time proposals are due.

C. Submitting Proposals.

1. Proposals must be received by the District no later than **2:00 p.m. on Wednesday, April 12, 2017 at:**

Crowley Independent School District
Request for Competitive Sealed Proposal for Pupil Transportation Services
Attn: Dwayne Jones
512 Peach Street
Crowley, TX 76036

Any proposal received after this time will not be considered.

**** Please submit two (2) hard copies and one (1) electronic version (i.e. CD, flash drive, etc.) of the proposal. ****

2. Each proposer must submit their proposal in a sealed envelope.
3. Each response must contain the following:
 - a. Submittals 1-17
 - b. Bid Security
 - c. Workers' Compensation Certificate
 - d. Evidence of Insurance or Insurability
 - e. Proposed Changes to the Agreement for Furnishing Pupil Transportation Services (the "Agreement"). (If the proposed changes are not submitted, the District will assume that the Proposer is committed to providing service exactly as described within the Agreement as modified by the proposed changes.)
 - f. Proposers shall submit with their proposals the contract document that they are prepared to execute. The contract should be effective beginning July 1, 2017 and ending June 30, 2019, and be renewable by mutual agreement for three additional one-year terms OR effective beginning July 1, 2017 and ending June 30, 2022.
 - g. Each Proposer must include the last three years of financial statements and balance sheets.
 - h. 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)
4. The right is reserved, as the interests of the District may require, to revise or amend the specifications prior to the date set for opening proposals. Such revisions and amendments, if any, will be announced by an addendum or addenda to this Request for CSP. If the revisions and amendments are of a nature which requires material changes in quantities or prices proposed or both, the date set for opening proposals may be postponed by such number of days as in the opinion of the District will enable Proposers to revise their proposals. In such cases, the addendum will include an announcement of the new date for opening.
5. All proposers must complete the "Affidavit of Non-Collusion" and "Felony Conviction Notice" form at the end of this packet and return it with your response.
6. All proposers must complete Form CIQ which is a conflict of interest questionnaire that is required for all vendors to complete per House Bill 914. According to Local Government Code, Chapter 176, a person or agent or a person who contracts, or seeks to contract, for the sale or purchase of property, goods or services with the Crowley ISD must file a completed Conflict of Interest Questionnaire. The forms must be completed whether or not a conflict exists. A conflict exists if the person or agent has a financial relationship with a Board member, their immediate family or with the Superintendent or his immediate family. A conflict also exists if the vendor has given a Board member, or a member of their family or the Superintendent, or a member of his family, a gift or gifts with a total annual value of \$100 with the exception of food, lodging, transportation or entertainment accepted as a guest. A copy of this form is included at the end of this packet or can be found on the District's website at www.crowleyisdtx.org, along with a

list of current Board members. You may retrieve this form from the homepage by accessing the link entitled "House Bill 914 Disclosure Statement & Forms."

7. Upon submittal, all documents included in the vendor response packet become the property of the District and can be used by the District in any manner the District deems appropriate.

D. Pre-Proposal Conference, Written Inquiries, Addenda.

1. A pre-proposal conference will be held on **Monday, April 3, 2017 at 2:00 PM**, at the District's Vehicle Maintenance Facility located at 2205 N. Crowley-Cleburne Road, Crowley, TX 76036.
2. Questions about this invitation can be directed to Randy Reaves, Executive Director of Non-Instructional Services via phone at 817-297-5389 or e-mail at randy.reaves@crowley.k12.tx.us.

E. Erasures or Corrections to Entries.

1. The proposal submitted must not contain any erasures, strikeover, or other corrections of entries that impair accurate interpretation of the entry and understanding of the proposal.
2. If correction of an unintended entry is desired, such correction must be legible and clearly authenticated by initials of the person signing the proposal. Illegible or unauthenticated corrections may result in rejection of the proposal at the option of the District.

F. Withdrawal or Amendment of Submitted Proposal.

1. Any proposal which has been submitted may be withdrawn prior to the scheduled time for opening. A request to withdraw a proposal must be in writing and be received by the District prior to the scheduled time for opening.
2. No amendment, addendum, or modification shall be accepted after the deadline for submitting the proposal. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the time scheduled for opening of proposals.
3. After the scheduled time for opening of proposals, proposals may not be withdrawn for 90 days.

G. Bid Security.

1. A bid bond or cashier's check must accompany each sealed proposal in the minimum amount of five percent (5%) of proposed annual home-to-school base cost.
2. If a proposal is accepted by the District and a contract is offered pursuant to the terms of the invitation, but the Proposer does not execute a contract within 10 days from the date of offer of a contract, the District may declare such Proposer's bid security forfeited to the District, and may award the contract to another Proposer.

H. Agreement Document.

The district will consider alternate proposals. . Proposers should make all reasonable efforts to provide those suggestions not later than the time of the pre-proposal conference. The District

may, at its option, choose to modify the Agreement, or it may elect to contract according to the form of the enclosed Agreement without modification. Any proposal that is conditioned upon the District's acceptance of revisions to the enclosed form of Agreement may be rejected.

I. Evaluation and Award of Contract.

It is not the policy of the district to purchase on the basis of low bids alone. In evaluating bids submitted and per the Texas Education Code 44.031(b), the following considerations will be taken into account to determine the best value for the district.

- the purchase price;
- the reputation of the vendor and of the vendor's goods or services;
- the quality of the vendor's goods or services;
- the extent to which the goods or services meet the district's needs;
- the vendor's past relationship with the district
- the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the district to acquire the vendor's goods or services;
- 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:
 - has its principal place of business in this state; or
 - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids and proposals

Using this decision-making methodology, the following criteria will be used to evaluate all proposals:

- Submittal 1: Implementation Plan – 10 points
Respondent shall detail their implementation plan and specific timelines to be followed.
- Submittal 2: Experience in School Transportation – 10 points
Respondent shall provide a statement of its qualifications to provide the specific services requested herein.
- Submittal 3: Staffing Plan – Yes or No (Y/N)
Respondent shall submit a staffing plan which, at a minimum, meets the following required positions currently utilized in the department:
- General Manager (1)
 - Operations Manager (1)
 - Operations Manager/Router (1)
 - Safety Manager (1)
 - Administrative Assistant (1)
 - Dispatcher (1)
 - Field Trip Coordinator (1)
 - Student Discipline Staff (3)
 - Mechanics – Bus Fleet (4) which includes shop supervisor

- Mechanic – White Fleet (1)
- All necessary bus drivers

Additionally, the Staffing Plan must clearly outline how the department will be managed during the normal hours of operation and during any emergency or out-of-hours situation that may arise. This plan must include both operations and vehicle maintenance functions.

Contractor shall interview, screen and train all personnel. Contractor's personnel shall be neat and clean in appearance and uniformed for easy identification while on CISD premises. All Contractor personnel are subject to provisions of Senate Bill 9, requiring fingerprint background security checks. The Contractor is financially responsible for the initial cost of CISD photo identification cards and access key cards for their employees. Uniforms and ID cards must be worn by employees at all times. Contractor will be charged for lost or stolen district-issued ID or access cards or keys at a cost of \$5 per id/card and \$10 per key. All ID cards will be turned back into CISD within 24 hours upon termination. All terminations must be submitted to CISD in writing within 24 hours to the Non-Instructional Services Office.

- Submittal 4: References – 10 points
Respondent shall supply a list of five references and contracts held in Texas describing their experience in transporting physically challenged and typically developing school-age children. Names, addresses and phone numbers of the references must be included.
- Submittal 5: Maintenance Program – 10 points
Respondent shall provide a description of its proposed vehicle maintenance program and how it will be administered. The maintenance program shall include the description of the maintenance schedule and service all school owned white fleet vehicles. In addition, the prospective vendor will be required to have on site all necessary equipment to work on all school-owned white fleet vehicles.
Note: The District reserves the right to utilize other mechanics/vendors for white fleet service on an as needed basis.
- Submittal 6: Driver Hiring and Retention Program – 10 points
Respondent shall provide a description of their hiring process and the selection criteria used.
- Submittal 7: Driver Safety and Training Program – 17 points
Respondent shall provide an overall description of its training process and driver education program.
- Submittal 8: Student Safety Program / Student Tracking System – 17 points
Respondent shall provide a description of how it will address the issue of student safety, including any educational programs it has implemented in other Districts. Additionally, respondent shall include a recommendation and cost information for a Student Tracking System.
- Submittal 9: Cost Proposal Form – 16 points
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 Qualifications - Yes or No (Y/N)
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.
- Submittal 11: Mechanics Training and Certification Process - Yes or No (Y/N)
Respondent shall describe its mechanic training and certification process.
- Submittal 12: Customer Feedback - Yes or No (Y/N)
Respondent shall provide a description of its formal customer feedback system, provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.
- Submittal 13: Plan For Substitute Buses and Relief Drivers - Yes or No (Y/N)
Respondent shall address the provision for substitute buses and drivers needed for performance under the terms of this contract.
- Submittal 14: Presentation to Constituents - Yes or No (Y/N)
Respondent shall outline in detail the procedure that it would use for presenting its proposal to the District's constituents if requested.
- Submittal 15: Customer Service Philosophy - Yes or No (Y/N)
Respondent shall describe its customer relations philosophy and its program in this area.
- Submittal 16: Site Evaluation - Yes or No (Y/N)
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 pupil 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 17: All other documents which include: Yes or No (Y/N)

- (a) Bid Security
- (b) Workers Comp
- (c) Evidence of insurance
- (d) Proposed changes to agreement (if any)
- (e) Contract document
- (f) Three (3) years of financial statements.
- (g) Description of buses (Bus Inventory Form)

J. Rejection of Proposal and Waiver of Irregularities.

The District reserves the right to reject any or all proposals. The District also reserves the right to select any proposal which the District believes is in the best interest of the District and which may not represent the lowest prices submitted. The district reserves the right to be sole judge of the quality of proposals.

K. Performance Bond.

The District may require, as a condition to granting a contract award, receipt of a renewable annual performance bond naming the District as obligee or beneficiary in the amount of the estimated annual amount of the contract. The performance bond must be issued by an approved surety duly licensed and authorized to transact business in the state of Texas, in a form and content acceptable to the District. The cost of such bond shall be stated separately on the proposal form and shall not be included in Contractor's calculations in arriving at service prices per day. If the District elects to require the Contractor to provide a performance bond, it shall be separately invoiced to the District and paid by the District.

L. 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 CSP 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.

M. Proposal Costs.

The District shall not be liable for any cost incurred by a Proposer in the preparation or delivery of its response to this CSP or for any other costs incurred because of this CSP.

N. Proposal Disclosure.

1. All proposals received shall remain confidential until a contract resulting from this CSP 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 transmittal letter. The transmittal letter must identify the page, the particular exemptions(s) from disclosure, and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be exempt 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 exemption from disclosure; however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a Proposer that an entire volume of its proposal is exempt 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 CSP, or any proposal and/or contract or work resulting there from without the prior written approval of the District, and then only in cooperation with the District.
4. Proposers may only contact the District's designated person for questions or information. Any attempt to contact other District personnel or the Board will be grounds for rejection.

O. Notification.

Firms whose proposals have not been selected for further negotiation or award will be notified in writing at the address given in the proposal.

P. Transportation Data.

Enclosed with the proposal documents is a collection of data summarizing operations from the most recently completed school year. This information is provided to assist Proposers in formulating their proposals. The District cautions, however, that the information is approximate. The District makes no warranty or representation about its accuracy, and the District does not intend any Proposer to rely on the accuracy of the information in submitting his/her proposal(s).

Q. Bus Ownership.

The Base Proposal should include a plan whereby the contractor will utilize the 21 district-owned buses until such time that the district-owned bus(es) reach an age that does not comply with the 12 year individual/8 year fleet average clause. Additionally, the contractor will be responsible to provide all replacement and growth vehicles. The Proposer shall submit a description of contractor buses to be provided for the first year of the contract to include passenger capacity, year of manufacture, make and mileage.

R. Field Trips and Other School Sponsored Activities.

The Proposer shall be prepared to fulfill all of the district's field trip and extracurricular transportation needs. Should the district require additional transportation service, such as coach bus or other forms of charter transportation, the Proposer will assist the District in securing and scheduling the alternative service.

S. Fuel

The District shall be responsible for providing all fuel utilized under the terms of this Agreement. The proposer will maintain the system and process along with an accountability system to track usage for both bus fleet and other district vehicles.

T. Use of Transportation Facility

The vendor shall use the current facility located at 2205 N. Crowley-Cleburne Road for a total of \$1.00 per year.

The vendor will be responsible for electricity, water, heat, snow/ice removal, trash removal, waste oil disposal, waste metal disposal, and general cleaning of the building.

The District shall be responsible for structural repairs to the facility, and any pre-existing environmental conditions, except to the extent that such repairs or conditions are due to the negligence on the part of the proposer or its employees.

U. Equipment

1. All buses will be equipped with two-way radios.
2. All buses will be equipped with air conditioning.
3. All buses will be equipped with 4 cameras.
4. All buses shall have the ability to track students via a Student Tracking System. (See also Section I. Evaluation and Award of Contract, Submittal 8: Student Safety Program / Student Tracking System)

V. Automated Student Ridership and Routing Software

Crowley ISD currently uses EDULOG as the routing software and wishes to continue using this program. Proposers should provide a detailed explanation of years of experience with this software. Sites where this software is currently being used should be stated. Proposer will be responsible to pay the yearly software maintenance agreement in the approximate amount of \$10,000 annually.

W. Insurance

The proposer shall be required to maintain insurance coverage which is satisfactory to the Board of Education. Minimum limits for said coverage shall be:

Automobile Liability combined single limit for bodily injury and/or property damage shall equal ten million dollars (\$10,000,000.00).

- Commercial General Liability combined limit for bodily and/or property damage shall equal ten million dollars (\$10,000,000.00) per each occurrence; with the same amount general aggregate.
- Workers Compensation coverage to be statutory and include all employees of the proposer.

Conditions of coverage are to include the following:

- All certificates must contain thirty (30) day notice of cancellation to the Board of Education.
- All insurance policies and / or bonds will be written with insurance companies license to do business in the state of Iowa and subject to the approval of the Board of Education.
- Commercial general liability and automobile liability must include the Board of Education as an additional insured.

The vendor shall hold the Board of Education harmless and indemnify the District, the Superintendent and District employees from every claim or demand by reason of injury to the proposer, or to its employees and to third parties and injury to the extent caused by the proposer or by direct employees of the vendor.

X. Student/Passenger Behavior

The Board of Education shall publish a code of conduct for students who ride school buses. The Board approved conduct code shall be enforced by the proposers staff of drivers at all times. Student behavior which violates this code shall be documented in writing by the school bus

driver and forwarded to the appropriate school district administrator via the contract manager. The school district shall take appropriate steps to correct the situation and advise the contract manager in writing of the final outcome of their actions. Under no conditions shall the proposer or his/her staff deny transportation to an eligible rider without a written statement to do so by the school district.

**Base Model
PROPOSAL FORM**

Proposed prices shall be submitted based on a Daily Rate that includes the first 4 hours of service each day. Base rate will be calculated based on total driving time lot-to-lot including dead head and live hours. This form may not be altered. Each invoice period, total home-to-school charges submitted to the District shall be the sum of the applicable Daily Rates and the sum of all excess hours incurred beyond the hours included in each individual bus. 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.

**Regular and Special Education
Home-to-School Transportation
Normal District School Year**

	*** BASED ON FOUR (4) HOURS ***		
Bus Capacity	2016-2017 Routes	Daily Rate	Yearly Rate
72 Passenger AM & PM, which includes routes for Choice Programs	89 (# of current routes)	\$	\$
Regular Mid-day Routes	15	\$	\$
Regular Shuttles	54	\$	\$
Special Education	36	\$	\$
Monitors	45	\$	\$

**Regular and Special Education
Home-to-School Transportation
Extended District School Year**

*** BASED ON FOUR (4) HOURS ***		
Bus Capacity	Daily Rate	Hourly Rate
24 and smaller	\$	\$
25 – 48 passenger	\$	\$
49 – 72 passenger	\$	\$
73 and larger	\$	\$

The District requires the Contractor to submit rates for the performance of Extended Year and/or Summer School programs without regard to the current status of these programs in the District. The rates submitted here shall apply to all transportation services provided after the conclusion of the District's normal school year.

PROPOSAL FORM

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	\$	\$	\$

Bus Monitors and Bus Aides: The District may require the use of bus monitors and/or bus aides in the performance of this contract. If monitors or aides are required, the District shall compensate the Contractor an hourly rate which will be set during contract negotiations. Billable time is to be based on total driving time, including layover time. Monitors or aides working in excess of 40 hours in one week shall be billed at one-and-one-half times the hourly rate stated.

Performance Bond: The District may require the Contractor to furnish a performance bond in accordance with the requirements of this proposal. If a performance bond is required, the District shall reimburse the Contractor an agreed upon amount.

Maintenance on District Non-Student Transportation: The District will require the Contractor to provide maintenance on District Non-Student Transportation Fleet (White Fleet). The District shall compensate the Contractor an hourly rate which will be set during contract negotiations plus a parts reimbursement of cost + 10%.

Rates provided for all transportation trips shall begin and end at the transportation center, and shall include total driver's time, including time for bus pre-trip checkout, clean-up, and layover time. For driver's time in excess of 40 hours per week, the charge will be one-and-one-half time the hourly rate stated above.

**PROPOSAL FORM
TABULATION**

INSTRUCTIONS

Each Proposer is required to complete the following tabulation form to provide the District with the most realistic projection of their expected annual cost. Each cost category of service provided should be clearly annotated, allowing the District to easily determine the specific level of service being proposed. If the Proposer is quoting services or other items not specifically included in this specification, the expected billing calculation for each item should be clearly detailed on the tabulation form.

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

A BID BOND IN THE AMOUNT OF 5 PERCENT (5%) OF ANNUAL HOME-TO-SCHOOL BASE COST IS ENCLOSED WITH THIS COST PROPOSAL AS SECURITY.

Each of these costs should be calculated from your prices above.

Company Name

Signature of Authorized Agent

Address (City, State and Zip Code)

Business Telephone Number

Date Signed

WORKERS' COMPENSATION CERTIFICATE

The Proposer shall sign and submit the following certificate with the transportation written proposal:
_____ School District requires contractor 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		\$ 2,000,000
2. Products-Completed Operations Aggregate		2,000,000
3. Personal and Advertising Injury		1,000,000
4. Each Occurrence		1,000,000
5. Fire Damage (any one fire)		100,000
AUTOMOBILE LIABILITY:		<u>Limits</u>
A. Commercial Auto Liability		\$ 1,000,000
Any Auto (includes all owned, scheduled, hired and non-owned autos.)		
B. Garage Liability		\$ 1,000,000
EXCESS LIABILITY:		<u>Limits</u>
A. Umbrella Form		
1. Each Occurrence		\$ 9,000,000
2. Aggregate		\$ 9,000,000

_____ will be named as additional insured on certificate of insurance if we are 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, non-public school or county superintendent of schools which (whom) currently contracts for student transportation services from my firm.

Company Name

Signature of Authorized Agent

Date Signed

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

PROPOSAL CHECKLIST

To help ensure that you include all the materials necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the “Verified” column indicating that the item is included in your bid proposal packet. Include the completed checklist along with your bid proposal.

Verified	Description of Item
	Submittal 1
	Submittal 2
	Submittal 3
	Submittal 4
	Submittal 5
	Submittal 6
	Submittal 7
	Submittal 8
	Submittal 9
	Submittal 10
	Submittal 11
	Submittal 12
	Submittal 13
	Submittal 14
	Submittal 15
	Submittal 16
	Submittal 17
	Worker’s Compensation Certificate
	Insurance Certificate
	Proposed Modifications to the Agreement
	Contract Document
	3 years of financial statements and balances
	Bus Inventory Form (capacity, year, make & mileage)
	Bid Security

**CRIMINAL BACKGROUND CHECK, FELONY CONVICTION DISCLOSURE AND
DEBARMENT CERTIFICATION**

(a) CRIMINAL BACKGROUND CHECK

Bidder/Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer 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 Bidder/Proposer certifies to the CISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Bidder/Proposer 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 CISD's property or other location where students are regularly present. CISD shall be the final decider of what constitutes a "location where students are regularly present." Bidder/Proposer's violation of this section shall constitute a substantial failure.

If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) 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 an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "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."

Please check one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation)
- ☐ My company is not owned or operated by anyone who has been convicted of a felony.
- ☐ My company is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction: _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Company

Signature of Authorized Company Official

Printed Name

(c) DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Company

Signature of Authorized Company Official

Printed Name

TERMS AND CONDITIONS

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

FIRE ARMS/CONTROLLED SUBSTANCES

Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. The use of tobacco products are not allowed on school district property.

All contractors, subcontractors and their employees must submit to the Crowley ISD 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.

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Crowley ISD pursuant to this Bid/RFCSP on any and all Crowley ISD campuses or facilities. Vendor will not assign individuals to provide services at any Crowley ISD 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 the Crowley ISD Business Office.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Signature _____

Printed Name _____

Company Name _____

Telephone Number _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Crowley Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications and pricing would apply?

Please initial on the appropriate line below.

Yes _____

No _____

If you (the Vendor) answered yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Crowley Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Crowley Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Crowley Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed.