

IDEA PUBLIC SCHOOLS



CHARTER TRANSPORTATION REQUEST FOR PROPOSAL RFP #20-RFP-TRN-1819

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NOTICE TO OFFERORS

Proposals shall be submitted in an envelope marked on the outside with the offeror's name, address and "RFP #20-RFP-TRN-1819_." Please submit one original and two copies of the proposal to:

IDEA Public Schools
ATTN: Sandra Martinez
Transportation Finance and Procurement Manager
2115 W. Pike Blvd.
Weslaco, TX 78596
Telephone: 956-332-8691

Proposals will be received at the above address until 2:00 PM, June 14TH, 2019.

REQUEST FOR PROPOSAL FOR CHARTER TRANSPORTATION ***RFP #20-RFP-TRN-1819***

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

Proposals received after 2:00 PM, June 14th, 2019 will not be considered and will be returned unopened. Fax and emailed proposals will not be accepted.

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

All questions regarding the meaning or interpretation of this RFP must be submitted in writing to Sandra Martinez – Transportation Finance and Procurement Manager, at sandra.martinez@ideapublicschools.org. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors. **ALL QUESTIONS ARE DUE BY 12:00 PM, June 7th, 2019.** Any amendments will be issued as necessary.

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

Sandra Martinez
Transportation Finance and Procurement
Manager

It is the desire of IDEA PUBLIC SCHOOLS to award to qualified vendors that can demonstrate in its/his/her proposal the ability to service IDEA with quality service and competitive pricing regarding charter transportation service and vehicle rentals for IDEA's co-curricular / extra-curricular activities. Multiple awards are anticipated.

GENERAL CONDITIONS

ACCEPTANCE

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

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

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to IDEA's website: <https://ideapublicschools.org/contact-us>

ANNUAL CONTRACT FUNDING

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

APPLICABLE LAW

This RFP, and its resulting contract, shall be governed first by the laws of the state of Texas, and venue for any disputes arising thereunder shall be in Cameron, Hidalgo, Starr, Bexar, Travis, Tarrant and El Paso Counties, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

ASSIGNMENT OF PROPOSAL/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of IDEA Public Schools. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID SUBMISSION

Bids may be submitted in person or by mail.

Submit bids via mail to
ATTN: Sandra Martinez
Transportation Finance and Procurement Manager
2115 W. Pike Blvd.
Weslaco, TX 78596

- To submit a bid via mail, all documents must be returned and an original signature provided on the offer form.
- Bids will not be accepted in either format without a signature.
- IDEA Public Schools is not responsible for mail service.

- A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation.

CANCELLATION OF BIDS

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

CHANGES OR ALTERATIONS

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

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

DEFAULT

In case of default of the successful bidder, IDEA may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or its/his/her subcontractors or its/his/her or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and its/his/her officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

- \$1,000,000 General Liability
- \$1,000,000 Auto Liability
- \$1,000,000 Commercial Excess Liability
- Deductibles, of any type, are the responsibility of the vendor/contractor.

MISCELLANEOUS

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with IDEA Public Schools. As such, IDEA has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

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

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. IDEA review, inspection, and processing procedures ordinarily require 30 days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the (TITLES, e.g., Purchasing Coordinator, Business Services Director, or Transportation Finance & Procurement Manager) the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

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

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

Invoices should be submitted to IDEA Public Schools ATTN: Accounts Payable via email at payable@ideapublicschools.org or by mail at 2115 W. Pike Blvd., Weslaco, Texas 78596.

PROPOSAL CONSIDERATION / TABULATION

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

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

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidders' goods or services;
- The extent to which the goods or services meet IDEA's needs;
- The bidder's past relationship with IDEA;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- The total long-term cost to IDEA to acquire the bidder's goods or services;
- If applicable to this bid/RPF:

For a contract for goods or 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 relevant criteria specifically listed in the request for bids or proposals, such as:
 - Compliance with the RFP documents,
 - Experience in operating charter bus service or renting vehicles,
 - Service,
 - Safety record,
 - Company characteristics,
 - Completeness and thoroughness of proposal submitted,
 - Past performance of the vendor, and
 - Other factors contributing to the overall costs, both direct and indirect, related to an item.

PROVISIONAL CLAUSES

IDEA Public Schools will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

REJECTION OF BIDS

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

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

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

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

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

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against IDEA.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of IDEA will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with IDEA Public Schools cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Sandra Martinez – Transportation Finance and Procurement Manager and received by IDEA prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

REQUIRED FORMS

- **References – Form A**
- **Bid/RFP Response Form – Form B**
- **Deviation/Compliance Form – Form C**
- **Non-Collusion Statement – Form D**
- **Criminal Background Check and Felony Conviction Notice – Form E**
- **Nonresident Bidder’s Certification – Form F**
- **Debarment or Suspension Certification – Form G**
- **CIQ – Form H**
- **Vendor Data Form – Form I**
- **Form 1295 on the Texas Ethics Commission’s Website – Form J**
- **Vehicle Operator Screening Information – Form K**
- **Charter Bus Service Capacity and Pricing – Form L**
- **Submittals 1-14**
- **Child Support Certification**
- **SAFER report (provided every 6 months)**

SALES TAX

The total for each bid submitted must include any applicable taxes. Although IDEA is exempt from most City, State, and Federal taxes. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. IDEA cannot determine for the bidder whether or not the bid is taxable to IDEA. The bidder through the bidder’s attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

SPECIFICATIONS

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

TERMINATION

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

- IDEA has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.
- IDEA may terminate the contract and debar the vendor from future “bidding” for violations of the federal requirements including, but not limited to, “Contract Work Hours and Safety Standards Act,” “Equal Employment Opportunity Act,” and “Energy Policy and Conservation Act.”
- IDEA Public Schools reserves the right to terminate this contract for failure to maintain a satisfactory partnership between the vendor(s) and IDEA Public Schools.
- SAFER report totals are over the national average
- Changes in safety are not sent to IDEA timely
- IDEA will conduct an audit of companies’ operations

SPECIFICATIONS

1. **General.** The following instructions by IDEA Public Schools are intended to afford offerors an equal opportunity to participate in the contract.
 - 1.1 Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.
 - 1.2 Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/proposal) is submitted will be construed by the IDEA Public Schools Board of Directors to indicate that the offeror agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents not withstanding existing material and labor markets' conditions.
 - 1.3 Any explanation desired by an offeror regarding the meaning or interpretation of these instructions or any other RFP documents must be requested in writing to Sandra Martinez – Transportation Finance and Procurement Manager at sandra.martinez@ideapublicschools.org with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors. **Questions are due in writing by 10:00 AM, June 7th, 2019.**
 - 1.4 A functional area expert or a day-to-day contract administrator or manager for IDEA may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other IDEA employees are not authorized to substantially amend this solicitation document nor to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by Sandra Martinez– Transportation Finance and Procurement Manager. Modifications to contracts/agreements will be made by the (TITLES, e.g., Purchasing Agent, the Assistant Superintendent for Business, and/or Transportation Finance and Procurement Manager) in accordance with the IDEA Board's guidance, policies, and/or procedures. If a vendor acts on the guidance of an IDEA employee that is not authorized to make changes, the vendor does so at its/his/her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from an IDEA employee that is not authorized to make changes, the vendor does this at its/his/her own risk or peril and risks the termination of its/his/her contract/agreement.
 - 1.5 The terms offeror, contractor, proposer, vendor, respondent and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms IDEA, Owner, and/or government entity refer to IDEA Public Schools.
2. **Specifications.** Offerors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the offeror's risk. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.
3. **Information required.** Each offeror shall furnish the information required by the RFP documents. The offeror shall fill out and return all required forms. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to IDEA.

4. **Submission of Proposals.** The offeror should propose is/his/her lowest and best price. Proposals shall be submitted in an envelope marked on the outside with the offeror's name, address and the RFP number/name. Proposals must be submitted in sufficient time to be received and date/time recorded at IDEA's Headquarter Offices on or before the published deadline date and time shown on the RFP. **Proposals received after the published time and date will not be considered and will be returned unopened. Faxed proposals will not be accepted.**
 - 4.1 All prices shall be entered on the proposal in ink or typewritten.
 - 4.2 Proposed price should be firm (fixed). Proposer should include the pricing for the 2019-2020 school year. If contract is renewed, and costs increase due to the increase in fuel, increase in service, demand, etc., the proposer must issue a document to IDEA explaining the price increase and suspected length of time the increase will be in effect.
 - 4.3 IDEA is exempt from federal excise taxes, state and local sales and use taxes.
 - 4.4 Failure to manually sign the offer will disqualify it.
 - 4.5 Texas's bid laws require public schools to bid items/services with an annual, aggregate amount of \$50,000. In order to meet these state laws and in anticipation of future needs, IDEA is seeking to enter into "as needed" contracts with multiple vendors. **Multiple awards are anticipated due schools being located throughout different parts of the regions within Texas and out of Texas.**
 - 4.6 Electronic format on a USB flash drive. The electronic version shall be one file that replicates your original proposal including required signatures. **NOTE: Do not send individual files of each section or page of your proposal as the electronic version.**
5. **Discussions/Negotiations.** Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, IDEA reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by IDEA's Evaluation Committee and will include only those initial offers that IDEA Evaluation Committee determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.
6. **Best and Final Offers.** If discussions/negotiations are conducted, offerors will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.
7. **Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn by written notice received by IDEA prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by an offeror or is/his/her authorized representative prior to the opening date/time, provided the offeror's identity is made known and it/he/she signs a receipt for the proposal.
8. **Opening Proposals.** All proposals shall be opened at the due date and time. A formal "opening" will not be held and prices will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but IDEA's records are a matter of public record.
9. **Insurance.** The successful offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows: Successful offeror is required to provide a copy of insurance coverage to IDEA. Insurance certificates may contain a provision, or offeror's signature on this bid/proposal certifies, that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to IDEA Public Schools. Insurance must remain in effect

for the duration of this contract. In some cases, IDEA may be required to be named as an additional insured on the vendor's insurance coverage. If IDEA Public Schools is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within 10 calendar days from date of award. If IDEA requires a certificate of insurance, the bid/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "IDEA Public Schools, 2115 W. Pike Blvd., Weslaco, Texas 78596."

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

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

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

9.3 Should any of the above described policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder, IDEA Public Schools.

9.4 The contractor shall agree to waive all right of subrogation against IDEA, its officials, employees and volunteers for losses from work performed by contractor for IDEA.

9.5 The contractor shall hold IDEA 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.

9.6 The select offeror will be required to supply an insurance certificate naming IDEA Public Schools as an additional insured.

10. **Indemnification and Hold Harmless.** Except as otherwise expressly provided, offeror shall defend, indemnify, and hold IDEA harmless from and against all claims, liability, loss and expenses, including reasonable costs,

collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

11. **Assignment of Overcharge Claims.** Successful offeror shall assign to IDEA any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, etseq.
12. **Right to Investigate.** IDEA may make such investigation as it deems necessary to determine the ability of a potential vendor to provide satisfactory performance in accordance with specifications, and the vendor shall furnish to IDEA all such information and data for this purpose as IDEA may request. IDEA Public Schools maintains the right to conduct a criminal background investigation of all operators hired by the vendor involved in the transport of IDEA personnel and students either to and/or from co-curricular / extra-curricular events. IDEA will conduct spot checks of vehicles on site during pick-up of personnel or students and reserves the right to inspect vehicles upon visit to vendor's site.
13. **Licensing.** Vendors responding to this request must submit proof of compliance with all Federal Regulations mandated for these types of vehicles and be licensed by the USDOT and have TXDOT certificate. A copy of the TXDOT registration and Federal Motor Carrier Safety Administration registration and safety rating information should be included with the responses to this proposal.
14. **Discussions/Negotiations.** Discussions/negotiations may be conducted with offerors who are deemed to be within the competitive range, however, IDEA reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by IDEA's Director of Accounting Operations and will include only those initial offers that the Director of Accounting Operations determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer. The best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

RESPONSIBILITIES OF OFFERORS

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

CONTRACT SPECIFICATIONS AND PRICE SHEET

1. It is the intent of IDEA Public Schools to enter into a contract for charter bus service and vehicle rentals for the 2019-2020 school year. It is the desire of IDEA to award to several qualified vendors that can demonstrate in its/his/her proposal the ability to service IDEA with quality of work and competitiveness of pricing in charter bus service and vehicle rentals for IDEA's co-curricular / extra-curricular activities.
2. This is an as needed contract for the services specified and effective for one year from date of award but may be extended.

- 2.1 The contract may be extended in additional one-year periods up to a maximum of three years (i.e., two one-year extensions) by negotiation, with mutual consent. Price increase will not exceed the CPI (Consumer Price Index) for the Cameron, Hidalgo, Starr, Bexar, El Paso, Tarrant and Travis Counties, Texas area for that year-end. To exercise each option to renew, IDEA must give written notice, to the vendor, of its election to renew within 30 days of the expiration of the agreement.
 - 2.2 Services will be noted on IDEA purchase orders describing date and description of desired service or quantity.
3. There are no descriptions or quantities of products noted in the minimum specifications portion of this document. IDEA Public Schools is basically seeking a listing of vehicle types, services provided, and rates that will be available to IDEA. Specific quantities and needs will be listed on each purchase order issued under this contract.
 - 3.1 IDEA guarantees no minimum dollar amount against these contracts.
 - 3.2 Texas's bid laws require charter schools to bid items/services with an annual aggregate amount exceeding \$50,000. In order to meet these state laws and in anticipation of future needs, IDEA is looking to enter into "as needed" contracts with vendors for charter bus service and vehicle rentals.
4. During the term of the contract, the charter bus service provider must, at its/his/her own expense, purchase and maintain the insurance identified in paragraph 9 of the Specifications portion of this document. The insurance must be obtained from companies properly licensed in the state of Texas and satisfactory to IDEA Public Schools.
5. Vendor will staff and manage a full-service charter bus operation to be used as the mode of transportation for personnel and/or students participating in co-curricular / extra-curricular activities with the IDEA Public Schools.
6. Vendor must conduct its activities in a confidential manner designed to protect information of sensitive nature and will be prohibited from improperly using or disclosing said information.
7. IDEA reserves the right to access information regarding operators' experience and credentials, including a criminal background check.
8. Vendor will provide timely pick-up and delivery of IDEA personnel and students either to and/or from co-curricular / extra-curricular participation. Service may be required on any given day of the calendar year with no restrictions as to the duration, frequency, or location of trips. Service will include safe passage to all destinations.
9. Vendor will provide IDEA with a list of safety organizations that the contracted company is a member, and list how often operators are trained in fire hazards, first-aid, and other related emergencies.
10. IDEA will make every good faith effort to notify the vendor 10 business days before the date of departure for reservation of services. However, due to the dynamic nature of extra-curricular activity in which outcomes and results from competition are extremely unpredictable; there will be circumstances when a reservation will be made with less than 10 business days of notice before the date of departure.
11. IDEA will make every good faith effort to notify the vendor 10 business days before the date of departure for cancellation of service. If any sort of payment has been provided, the vendor must return the full amount to IDEA Public Schools. However, due to the dynamic nature of extra-curricular activity in which outcomes and results from competition are extremely unpredictable; there will be circumstances when a cancellation will be made with less than 10 business days of notice before the date of departure.
12. It will be the responsibility of the vendor to assure IDEA that operators are not under the influence and/or possession of drugs and/or alcohol and/or weapons. If an operator is found to be under the influence and/or

possession of drugs and/or alcohol and/or weapons at the time of service, the operator will be replaced immediately by the vendor, and IDEA will not be charged for the itinerary. Compliance with drug and alcohol screening both prior to employment and randomly during employment is required for all drivers. Information regarding which agency is used to perform required substance abuse/use testing and the annual frequency of such testing must be included.

13. Buses must have adequate heating, air-conditioning, and storage on all trips.
14. Contractor will be given notification of the itinerary in either electronic or written documentation, or orally at the time of reservation for charter service. Vendor is to comply with any updates to the itinerary in full capacity by IDEA Public Schools. Vendor is to comply with changes to the itinerary at any given time in travel(s) in cases of medical emergencies, natural disasters, or any other unforeseen circumstances that might hinder IDEA personnel and/or students in the participation of extra-curricular events.
15. Vendor will be responsible for any mechanical failure, operator absence, and any unforeseen event that is not provoked or the result of IDEA; and it is the responsibility of the vendor to find equal or greater service by an approved subcontractor, from a submitted subcontractor list, at no additional cost to IDEA. Reimbursement policy (if any) should be documented in the event that IDEA is tardy or misses an extra-curricular activity due to a mechanical failure or any other unforeseen circumstance that is associated with the vendor or any of its agents.
16. References from customers of current contracts and contracts that have ended will be provided by the offeror on the provided reference sheet.
17. Pricing for charter bus service will be issued according to minimum rate charged per hour per passenger capacity. Additional hours, mileage rate, and daily rate with number of hours also need to be included.
 - 17.1 IDEA Public Schools reserves the right to obtain other quotes from other charter vendors if pricing is high and does not meet IDEA Public Schools budget requirements.¹
18. Vehicle rental vendor will describe vehicle capacity and rates.
19. If awarded vendors cannot meet IDEA Public Schools demand, IDEA Public Schools reserves the right to look for other vendors to meet demand. (Vendors have to meet the safety, insurance and price requirements)²

BID MEETINGS

PRE BID MEETING

A pre-bid conference call will be held on June 7th, 2019, at 2:00PM during which time any questions submitted regarding the RFP will be answered. The conference call will be held via web on <https://bluejeans.com/507755497> or join via phone: +1-888-240-2560(Conference ID: 507 755 497). Attendance is not mandatory.

BID OPENING MEETING

Bid Opening is scheduled for Friday, June 14th, 2019 at 3 PM and will take place at IDEA Public Schools Headquarters at 2115 W Pike Blvd., Weslaco, TX 78596. Option to join via web on <https://bluejeans.com/992960513> or join via phone: +1-888-240-2560(Conference ID: 992 960 513). Attendance is not mandatory.

¹ 17.1 IDEA Public Schools reserves the right to obtain other quotes from other charter vendors if pricing is high and does not meet IDEA Public Schools budget requirements.

² 19. If awarded vendors cannot meet IDEA Public Schools demand, IDEA Public Schools reserves the right to look for other vendors to meet demand. (Vendors have to meet the safety, insurance and price requirements)

REFERENCES

Please list a minimum of three references of agencies (governments, charter schools or ISDs) that have used your services. We would prefer some of the references to be new customers in the last year, and Texas agencies are preferred:

1.	<i>COMPANY NAME OR CONTACT PERSON</i>		
<small>STREET ADDRESS</small>	<small>CITY</small>	<small>STATE</small>	<small>ZIP</small>
<small>CONTACT PERSON</small>	<small>TELEPHONE NUMBER</small>		
<small>PRODUCTS/SERVICES USED</small>			
<small>DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK</small>			
2.	<i>COMPANY NAME OR CONTACT PERSON</i>		
<small>STREET ADDRESS</small>	<small>CITY</small>	<small>STATE</small>	<small>ZIP</small>
<small>CONTACT PERSON</small>	<small>TELEPHONE NUMBER</small>		
<small>PRODUCTS/SERVICES USED</small>			
<small>DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK</small>			
3.	<i>COMPANY NAME OR CONTACT PERSON</i>		
<small>STREET ADDRESS</small>	<small>CITY</small>	<small>STATE</small>	<small>ZIP</small>
<small>CONTACT PERSON</small>	<small>TELEPHONE NUMBER</small>		
<small>PRODUCTS/SERVICES USED</small>			
<small>DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK</small>			

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 IDEA Public Schools; and that he/she has read this entire Bid/RFP package, and is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in **ALL** sections of this Bid/RFP.

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

SUBMITTED BY:

Firm: _____
(LEGAL Firm Name)

MUST BE SIGNED IN INK TO

By: _____
(Original Signature)

BE CONSIDERED RESPONSIVE

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 addenda received. If none received, leave blank)*

Addendum No. 1_____

Addendum No. 2_____

Addendum No. 3_____

Addendum No. 4 _____

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. IDEA Public Schools will consider any deviations in its bid/RFP award decisions, and reserves the right to accept or reject any bid/RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Firm assures IDEA Public Schools 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.

NON-COLLUSION STATEMENT

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

Firm’s Name: _____

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

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

Signature of Authorized Company Official: _____

Date Signed: _____

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

**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 IDEA Public Schools 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 IDEA Public Schools property or other location where students are regularly present. IDEA Public Schools 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:

FORM E - CONTINUED

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for IDEA Public Schools pursuant to this bid/RFP on any and all IDEA campuses or facilities. Vendor will not assign individuals to provide services at an IDEA 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 IDEA Public Schools.

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: _____

DEBARMENT OR SUSPENSION CERTIFICATION FORM

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

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

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

Firm's Name: _____

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

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

Signature of Authorized Company Official: _____

Date Signed: _____

CONFLICT OF INTEREST QUESTIONNAIRE

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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

VENDOR DATA FORM

How long has the company been in business? _____

1. For Purchase Orders: ORDERING ADDRESS INFORMATION

Company
Name: _____
Address: _____

Business
Phone: _____ Fax: _____
Contact Person: _____ Email: _____

Does your company accept orders via email? Yes _____ No _____

If yes, what is the ordering email address? _____

2. For Payments: REMITTANCE ADDRESS INFORMATION

Company
Name: _____
Address: _____

Business
Phone: _____ Fax: _____
Contact Person: _____ Email: _____

3. For Routing: ROUTING ADDRESS INFORMATION

Company
Name: _____
Address: _____

Business
Phone: _____ Fax: _____
Contact Person: _____ Email: _____

DISCLOSURE OF INTERESTED PARTIES (FORM 1295)

The law states that a governmental entity or state agency **may not** enter into certain contracts with a business entity **unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.**

The law applies only to a contract (*including an amended, extended, or renewed contract*) of a governmental entity or state agency that either:

- requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
- has a value of at least \$1 million.

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the **online filing application**, located here: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. After completing the electronic form, the business entity will be prompted to print the form and send the notarized form to the governmental entity.

The governmental entity will acknowledge Form 1295 in the Texas Ethics Commission's electronic system.

Contract Procedures for HB 1295 – Interested Parties

In order to comply with HB 1295, the following procedures are to be followed for **all contracts and purchase orders requiring Board approval**. This includes amended, extended, or renewed contracts per HB 1295.

Vendors must follow the steps below and complete form 1295 **online** with the Texas Ethics Commission **before** engaging in business with IDEA Public Schools:

- Complete form 1295 online at the TX Ethics Commission website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- After the vendor completes the electronic form, they will be prompted to print the form, notarize it, and return to the IDEA Public Schools Purchasing Director.
 - o A copy of the completed and notarized form is to be submitted to the Purchasing office. This will allow the Purchasing office to electronically acknowledge the form with the Texas Ethics Commission after the Board approves the purchase.
- The Purchasing Department will complete the required electronic acknowledgement of the vendor's 1295 form with the Texas Ethics Commission.

IDEA's Purchasing Office only has 30 days to complete the process with the Texas Ethics Commission after the Board approves the purchase. It is critical that these steps are followed in a timely manner.

If you have any questions, please contact the Texas Ethics Commission at 512.463.5800 to assist vendors with specific questions and technical support.

FORM K

Vehicle Operator Screening Information

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

Agency name: _____ Phone # _____

Agency Address: _____

Are these background checks maintained in the employment files? _____

Do you understand that IDEA Public Schools desires that no driver or vehicle operator that has been convicted of a crime of moral turpitude, or any other felony, be allowed to transport IDEA students? _____

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

Agency name: _____ Phone # _____

Agency Address: _____

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

Are employees randomly tested during employment? _____

If yes, how frequently? _____

Vehicle Safety Inspections

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

Please list location of vehicle storage/warehousing: _____

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

Signature of Company Official: _____

Title: _____

Date: _____

Charter Bus Service Capacity and Pricing

Please list below the storage capacity of vehicles:

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

Pricing Chart

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

Additional Information

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

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

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

SUBMITTALS

Submittal 1: Implementation Plan

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

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

- Inspection of vehicles, facility, and equipment;
- Acquisition of required vehicles;
- Occupation of terminal facility;
- Recruitment/relocation, if necessary, of management and supervisory personnel;
- Selection, any necessary training, and employment of drivers;
- Employee orientation, especially to routes and schedules;
- Explanation of fringe benefits funded by employee other than those required by law (amount of coverage and employee cost):
 - Life Insurance
 - Long Term Disability Insurance
 - Retirement Plan (eligibility, benefit formula, employee cost, etc.)
 - Medical/Hospitalization Plan (maximum benefit, annual deductible, co-insurance amount, stop-loss amount, employee cost)
 - Dental Plan (coverage, cost, etc.)
 - Sick Leave provision
 - Holidays (paid)
 - Vacation (paid)
 - Uniform policy
 - Dress Code
- An in-depth plan for reduction of costs to IDEA should be supplied annually as part of the operations report. The plan should be focused on reduction of fuel consumption, route efficiency, appropriate staffing or any other pertinent areas of cost assessed by IDEA or contractor. Advise IDEA on what areas information can be supplied annually for cost savings. This cost savings report should be presented to IDEA no later than July 30th annually.

Submittal 2: Experience in School Transportation

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

Submittal 3: Staffing Plan

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 Trips/Athletic buses, Routing, and Contract/Invoice questions.

Submittal 4: Maintenance Program

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

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

Submittal 5: Driver Hiring and Retention Program

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

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

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

- M. Describe your current or proposed driver motivation and discipline programs. How do the programs consider, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints (those which can be verified and are deemed serious)?
 - a. Do your motivation and discipline programs offer progressive rewards and penalties? Yes_____ No _____
 - b. Can drivers participate in defining and developing standards, rewards and penalties? Yes_____ No _____
 - c. What monetary rewards and penalties are offered?
 - d. What non-monetary rewards and penalties are offered?

Submittal 6: Driver Safety and Training Program

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

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

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

Submittal 7: Student Safety Program

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

What are your procedures for accident reporting?

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

Submittal 8: Cost Proposal Form

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

Submittal 9: List of Bus Driver and Bus Aide Qualifications

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

Submittal 10: Mechanics Training and Certification Process

Respondent shall describe its mechanic training and certification process.

Submittal 11: Customer Feedback

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

How does your company measure?

- A. Parent satisfaction?
- B. Administrator satisfaction?
- C. IDEA Public Schools' Employee Satisfaction?
- D. Your company Employee Satisfaction?
- E. Customer Satisfaction?

Submittal 12: Plan for Substitute Buses and Relief Drivers

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

Submittal 13: Customer Service Philosophy

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

Submittal 14: Site Evaluation

One or more members of IDEA's evaluation committee may conduct one or more site evaluations. If site evaluations are conducted, they will be conducted at facilities of IDEA'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 IDEA's evaluation upon reasonable notice.

CHILD SUPPORT CERTIFICATION

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

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

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

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

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

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

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

In accordance with Section 231.005, the names and social security numbers of the individuals identified in the contract, bid or application, or each person with a minimum 25 percent ownership interest in the business entity identified therein are provided below (attach additional sheet if necessary):

Name _____ SSN: _____

Name _____ SSN: _____

Name _____ SSN: _____

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

Contractor authorized representative Name: _____ Title: _____

Contractor authorized representative signature: _____ Date: _____

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END OF DOCUMENT.