IDEA PUBLIC SCHOOLS

SPECIAL NEEDS TRANSPORTATION
REQUEST FOR PROPOSAL
RFP #21-RFP-TRN-1920

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NOTICE TO BIDDERS

Proposals shall be submitted in an envelope marked on the outside with the Bidder's name, address and "RFP #21-RFP-TRN-1920" Please submit 1 original and two copies of the proposal to:

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

Proposals will be received at the above address until 2 PM, Friday, July 12TH, 2019.

REQUEST FOR PROPOSAL FOR SPECIAL NEEDS PUPIL TRANSPORTATION SERVICES

RFP #21-RFP-TRN-1920

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, Friday, July 12TH, 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 & Procurement Manager, at sandra.martinez@ideapublicschools.org. Oral explanations or instructions will not be binding. Any information given to a prospective Bidder will be furnished to all prospective Bidders as an amendment to the RFP if such information is necessary to Bidders in submitting proposals or if the lack of such information would be prejudicial to uninformed Bidders. **ALL QUESTIONS ARE DUE BY 2:00 PM, Monday, July 8th, 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 Special Needs transportation service and 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 agreement to fulfill the obligations within the proposal, 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
Sandra Martinez – Transportation Finance and Procurement Manager
2115 W. Pike Blvd., Weslaco, Texas 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.

Please refer to Submission of Proposals on page 23 of this document for further clarification

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/altered 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 Assistant Superintendent) 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 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 RFP, 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 Special Needs services using buses or 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 & 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.

- 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
- Cost Proposal – Form L
- Submittals 1-15
- Child Support Certification
- SAFER report (provided every 6 months)

EVALUATION AND AWARD OF RFP

The award of the Pupil Transportation Services agreement will be made in accordance with the following evaluation criteria:

1. **Bid Proposal Package Evaluation – Weight 50%.** The "Bid Proposal Package" will be reviewed by an evaluation committee consisting of representatives of IDEA PUBLIC SCHOOLS and other agencies if necessary. The Bid Proposal Package will be initially screened for completeness. Those bid proposals determined to be deficient in the opinion of IDEA Public Schools will be rejected. Written Bid Proposal Packages will be evaluated using the following criteria, which are listed in random order without respect to weight or priority:

    - Experience of Bidder in providing Pupil Transportation
    - Services in general, and specifically to Special Education students
    - Management Capability
    - Financial Condition
    - Hiring Procedures
    - Safety Program
    - Training Program
    - Equipment and Vehicle Maintenance Program
    - Driver Wages and Benefits
    - Vehicle Fleet Age & Condition
    - Location of Transportation Facility to Service This RFP
    - Competitiveness of Rates
    - References

All data and information in the proposal package will be subject to verification and consideration. It shall be at the sole option of IDEA PUBLIC SCHOOLS to eliminate a bid proposal from further consideration if such evaluation determines that the Bidder or Bidders is/are incapable of meeting or unlikely to meet the Groups pupil transportation needs. Written proposals not rejected shall be assigned a rating which will carry a weighting of 50% in the proposal evaluation process.

2. **Site and References Evaluation – Weight 25%.** One or more members of IDEA PUBLIC SCHOOLS evaluation committee may conduct site evaluations for those Bidders not eliminated during the "Bid Proposal Package" evaluation phase. As well, IDEA PUBLIC SCHOOLS may contact any references provided by the Bidder, and/or other school Superintendents served by the Bidder. Site evaluations will be conducted at facilities chosen by IDEA PUBLIC SCHOOLS where the Bidder currently provides pupil transportation services. Site and references evaluation criteria, listed in random order and without regard to weight or priority, are as follows:

    - Personnel
    - Overall Appearance of Facility
    - Fleet Maintenance Quality
    - Customer References
    - Recordkeeping (e.g., vehicle maintenance, safety and training records, etc.,)
    - Cost Accounting

By submitting a bid proposal, each Bidder agrees to make selected facilities and personnel available for evaluation to IDEA PUBLIC SCHOOLS upon reasonable notice. Site and references evaluations will be assigned a rating which will carry a weighting of 25% in the overall bid proposal evaluation process. At its option, IDEA PUBLIC SCHOOLS may choose to eliminate any or all proposals from further consideration after the site and reference evaluation.

3. **Management Interviews – Weight 25%.** For any Bidders not eliminated from consideration after the bid proposal package evaluation and the site and references evaluation phases, one or more members of IDEA PUBLIC SCHOOLS evaluation committee may interview both the person whom the Bidder intends to have as General Manager of IDEA PUBLIC SCHOOLS pupil transportation terminal operation and the person who will serve as their immediate supervisor.

    The management interviews will carry a weight of 25% in the overall proposal evaluation process. The management interview evaluation criteria, listed in random order without respect to weight or priority, are as follows:

    - Qualifications and Experience in the field of pupil transportation
    - Management Concepts and Professional Communications
    - Job Knowledge
    - Transition Plan
    - Responsiveness during the interview
    - Commitment to a professional partnership to serve the students of IDEA PUBLIC SCHOOLS.

REJECTION OF PROPOSAL AND WAIVER OF IRREGULARITIES

IDEA PUBLIC SCHOOLS reserves the right to reject any or all bid proposals and to waive any irregularities in any bid proposal or the bid proposal process. IDEA PUBLIC SCHOOLS reserves the right to select any bid proposal which the Group believes is in the best interest of IDEA PUBLIC SCHOOLS and which may not represent the lowest prices submitted.

OBTAINING INFORMATION

(1) Outside Sources: IDEA PUBLIC SCHOOLS reserves the right to obtain, from any and all sources, information concerning a Bidder which IDEA PUBLIC SCHOOLS deems pertinent to this RFP and to consider such information in evaluating the Bidder's proposal. By submitting materials pursuant to this RFP, Bidders hereby waive any and all claims against IDEA PUBLIC SCHOOLS in connection with or arising from the provision or receipt of such information.

(2) Inspections: IDEA PUBLIC SCHOOLS reserves the right to make on-site inspections of the Bidder's installations and vehicles and any proposed subcontractor facilities and vehicles which IDEA PUBLIC SCHOOLS deems pertinent to evaluate the Bidder's proposal and to consider any information received in evaluating the Bidder's proposal.

PROPOSAL COSTS

IDEA PUBLIC SCHOOLS shall not be liable for any cost incurred by a Bidder in the preparation or delivery of its response to this RFP or for any other costs incurred because of this RFP.

PROPOSAL DISCLOSURE

(1) All proposals received shall remain confidential until an agreement resulting from this RFP is signed by IDEA PUBLIC SCHOOLS and the successful Bidder; thereafter the proposals shall be deemed public records with the exception of Bidder's financial statement. In the event that a Bidder desires to claim that other products or submittal documents of its proposal are exempt from disclosure under the Public Records Act, it is incumbent upon the Bidder to identify those portions in the transmittal letter. The transmittal letter must identify the page, the particular exemption(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) IDEA PUBLIC SCHOOLS will consider a Bidder's request(s) for exemption from disclosure in light of the Public Records Act by which they are bound. An assertion by a Bidder that all or part of its proposal is exempt from disclosure will not be honored.

(3) Until an agreement resulting from this RFP is executed, no employee, agent or representative of any Bidder shall make available or discuss its proposal with the news media or press, any elected or appointed official or officer of IDEA PUBLIC SCHOOLS, unless specifically allowed to do so in this RFP or in writing by IDEA PUBLIC SCHOOLS for the purposes of clarification, evaluation and/or negotiation.

(4) Bidders shall not issue any news releases(s) or make any statement to the news media pertaining to this RFP or any proposal and/or contract or work resulting therefrom without the prior written approval of IDEA PUBLIC SCHOOLS, and then only in cooperation with IDEA PUBLIC SCHOOLS.

NOTIFICATION

Bidders whose proposals have not been selected for further negotiation or award will be notified in writing.

INDEMNITY

The Bidder shall indemnify, defend, and hold harmless IDEA PUBLIC SCHOOLS, their officers, agents, employees, and servants from all claims, suits or actions of every name, kind and description, brought for or on account of injuries to or death of any person, including Bidder, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to, the concurrent active or passive negligence of IDEA PUBLIC SCHOOLS, their officers, agents or employees and servants, resulting from the performance of any work required by the Agreement, provided that this shall not apply to injuries or damage for which IDEA PUBLIC SCHOOLS has been found in a court of competent jurisdiction to be solely liable by reason of their own negligence or willful misconduct.

INSURANCE

The successful Bidder, 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 Bidder is required to provide a copy of insurance coverage to IDEA. Insurance certificates may contain a provision, or Bidder'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 RFP. 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."

1.1 Workers' Compensation: (For Service/Drivers) Successful Bidder 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.

1.1.1 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
1.1.2 Property Damage:	Aggregate	$ 600,000
	Bodily Injury Each Person	300,000
	Each Accident	300,000
	Each Occurrence	100,000
1.1.3 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
1.1.4 Umbrella form - Excess liability		$1,000,000
1.1.5 Workers' Compensation:		
Statutory and Each Accident		$ 500,000
Employer's Liability Disease - Policy Limit		500,000
Disease - Each Employee		500,000

1.2 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.

1.3 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.

1.4 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.

1.5 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.

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

IDEA PUBLIC SCHOOLS and their officers, agents, employees, and servants shall be primary insured to the full limits of liability of the policy, and if IDEA PUBLIC SCHOOLS members or officers and employees have other insurance against a loss covered by such policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, IDEA PUBLIC SCHOOLS may, at its option, and notwithstanding any other provision of the Agreement to the contrary, immediately declare a material breach of the Agreement and suspend all further work pursuant to the Agreement.

EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, the Bidder agrees as follows:

(1) The Bidder will not discriminate against any employee or applicant for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. The Bidder will take all necessary action to ensure applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation;

(2) The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause;

(3) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. In the event of the Bidder's non-compliance with the provisions of this Article or with any other pertinent law or regulation pertaining to nondiscrimination in employment, this RFP may be canceled, terminated or suspended in whole or in part.

PREVAILING LAW

In the event of any conflict or ambiguity between these instructions and state and federal law or regulations, the legal requirements shall prevail. Additionally, all services to be performed under the RFP shall conform to all applicable requirements of local, state and federal law.

RIGHTS AND REMEDIES IN THE EVENT OF DEFAULT

If the Bidder defaults by not providing pupil transportation services as required by the Agreement, IDEA PUBLIC SCHOOLS may procure the services from other sources and shall recover the loss occasioned thereby from any unpaid balance due the Bidder or by proceeding against a Bidder's surety bonds, if any, or by suit against the Bidder.

SPECIAL INSTRUCTIONS

All bid documents submitted automatically become the property of IDEA PUBLIC SCHOOLS. IDEA PUBLIC SCHOOLS reserves the right in its sole discretion to:

a. Reject or modify any or all bids.
b. Waive any informality, technical defect, or clerical error.

Expenses for developing the bid documents are entirely the responsibility of the Bidder and shall not be chargeable to IDEA PUBLIC SCHOOLS. Any information which may have been released either orally or in writing prior to the issuance of the RFP shall be deemed preliminary in nature and bind neither IDEA PUBLIC SCHOOLS nor the Bidder.

TERMINATION

IDEA shall have the right to terminate for default all or any part of this RFP 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 service 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 RFP award 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 RFP for failure to maintain a satisfactory partnership between the vendor(s) and IDEA Public Schools.
- Changes in safety, work performance is not adequate, constant late pick-ups and drop-offs
- IDEA will conduct an audit of companies' operations
- Finally, IDEA has the right to terminate the RFP award for any reason with 30 days' notice.

SCOPE OF WORK

The Contractor will furnish IDEA PUBLIC SCHOOLS with the required number of appropriately licensed/permitted vehicles, administrative and support staff, facilities, special equipment and supplies for transporting special education students to and from school sites within surrounding areas according to the numbers provided by the RFP group members, at such time and places as assigned by IDEA PUBLIC SCHOOLS. The Contractor shall also include transportation to and from student related services and other school activities as specified in a student's IEP.

The Contractor(s) who is awarded this RFP will be responsible for the following duties:

TRANSPORTATION JURISDICTION

Transport students qualified for special education services residing within the jurisdiction of IDEA PUBLIC SCHOOLS from the pickup address to drop off address and return to designated delivery address, said addresses to be designated by the Group. Such transportation shall be provided to designated addresses on all days' schools are in session.

SEAT BELTS/CAR SEATS/HARNESSES

CONTRACTOR shall provide seat belts and infant carriers for all special education passengers. Such carriers shall be secured to the seat by an approved means to assure the safety of the pupil and shall

have its own strap for securing the infant to the carrier. When requested by IDEA PUBLIC SCHOOLS, CONTRACTOR will provide harnesses or other special restraints as required to ensure the safe transportation of a student; IDEA PUBLIC SCHOOLS shall be charged a one-time equipment fee equal to the cost of obtaining this equipment. Bus/Van monitor to strap in infant carrier and driver must check the carrier.

TRAVEL TIME

Deliver the students to their respective schools not more than fifteen (15) minutes, but not less than five (5) minutes, before classes convene and have transportation vehicles arrive at each school for the return trip at least five (5) minutes, but not more than ten (10) minutes, after classes are dismissed. The driver and vehicle shall wait a minimum of ten (10) minutes after arrival at school to pick up students before departing for the next destination.

The travel time a child is in route on any trip shall not exceed sixty (60) minutes one way except for (a) delays caused by conditions beyond the Contractor's control, as determined by the District or (b) medical and/or behavioral needs of a student that necessitate less travel time, as documented in the student's IEP. Trips anticipated to exceed this time limit must be approved in advance in writing by IDEA PUBLIC SCHOOLS.

Special consideration shall be made to travel times pertaining to students under the age of six (6) to decrease the ride as much as logistically possible. This travel time limit shall diligently be limited to thirty (30) minutes.

COMPLIANCE WITH LAW

Comply with all federal, state and local laws and regulations, statutes, ordinances, and rules applicable to a Contractor's performance under the contract, including but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including non-discrimination.

AUTHORIZED PASSENGERS

Drivers will not transport any person, except a student enrolled or employee within IDEA PUBLIC SCHOOLS jurisdiction, or an employee of the Group or Contractor, without first obtaining IDEA PUBLIC SCHOOLS permission.

INFORMATION FOR STATE REPORTS

Supply IDEA PUBLIC SCHOOLS with all necessary information within the Contractor's control so that the Group may apply to the Texas Department of Education for reimbursement for pupil transportation. The Contractor further agrees to submit to IDEA PUBLIC SCHOOLS:

A weekly written report not later than the 15th of the following month showing the total number of miles each vehicle traveled and the number of students transported on each vehicle for each day on which students were transported.

An annual written report no later than June 30th showing the average daily number of students transported and the average distance pupils were transported.

ACCIDENT & OPERATIONAL REPORTS

All accidents or incidents involving the Contractor's equipment, personnel, or students being transported while operating for IDEA PUBLIC SCHOOLS shall be reported in writing to IDEA PUBLIC SCHOOLS within five (5) working days. A preliminary oral report shall be made to IDEA PUBLIC SCHOOLS within thirty (30) minutes following the accident and shall include whether any fatalities or injuries occurred and a general description of property damage. The parents/guardians and school of attendance, as well as any student affected, shall be notified by the Contractor as soon as possible and the whereabouts of the student disclosed. Follow-up accident written reports shall be made periodically until all the pertinent facts have been reported to IDEA PUBLIC SCHOOLS. A legible copy of both the responding police agency and the Contractor's accident investigator's final report shall be submitted to IDEA PUBLIC SCHOOLS within ten (10) working days following the accident or incident or when such report is completed, whichever occurs first. Finally, the Contractor's internal communication problems shall not relieve the Contractor of its obligation to provide sufficient information and advance notification to the District, law enforcement or any other person/entity regarding an accident/incident as may be required by the Texas Motor Carrier's Guide to Highway Safety Handbook.

The Contractor shall provide any and all operational records the District deems necessary within ten (10) business days of IDEA PUBLIC SCHOOLS request.

COMPLAINTS

Keep complete and accurate records of all written and oral complaints received regarding the Contractor's services for the District from all sources including, but not limited to: IDEA PUBLIC SCHOOLS employees or agents, parents/guardians, students, school-related service providers, private schools, state or federal agencies and other school districts. Contractor shall provide to IDEA PUBLIC SCHOOLS a written monthly report listing said complaints and actions taken by the Contractor, if any, to resolve each complaint.

SPECIAL/MODIFIED EQUIPMENT REQUIREMENTS

If any equipment used by Contractor in the performance of the contract is required to be installed or modified due to a change in the law or applicable rules and/or regulations, such modification or installation shall be made by the Contractor without notification from IDEA PUBLIC SCHOOLS. Contractor shall bear the entire cost of such modification and/or installation.

STANDBY VEHICLES

Contractor will provide standby vehicles (5% of total fleet of IDEA PUBLIC SCHOOLS), of appropriate sizes, that meet all of the noted requirements, which shall be located by the Contractor at points close enough so they may be substituted for regularly assigned vehicles, if needed, without delay.

STANDBY PERSONNEL

Contractor shall maintain a list of standby personnel to perform the work required pursuant to the contract if regularly assigned personnel are absent or otherwise unavailable (20% of total assigned drivers of IDEA PUBLIC SCHOOLS). The Contractor shall submit this list to IDEA PUBLIC SCHOOLS prior to the commencement of work.

DISCIPLINE ON THE BUS/VAN

Students transported by the Contractor shall be under the authority of, and responsible directly to, the MONITOR of the vehicle, and the driver shall be held responsible for the safety transportation of the students and the MONITOR shall be held responsible for the orderly conduct of the students at all times while they are in the vehicle. The Contractor may refuse to transport any student who, based upon past conduct, presents a potential danger to any other person(s) on the vehicle. However, the Contractor will submit a written report of a student's misconduct to IDEA PUBLIC SCHOOLS designee within 24 hours of the occurrence and will engage with IDEA PUBLIC SCHOOLS designee regarding the propriety of excluding a student from transportation.

EXIGENT CIRCUMSTANCES REGARDING DEPARTURE WITHOUT A STUDENT

Recognizing that exigent circumstances arise where a driver must leave a student at a pick up or drop off location (e.g., when a student refuses to enter the vehicle) in order to adhere to the driver's scheduled route and to not prejudice other students, the driver shall immediately communicate to the Contractor the circumstances that required the driver to depart without a student; the Contractor shall then immediately telephone and email IDEA PUBLIC SCHOOLS designated personnel regarding the matter; and the Contractor shall also immediately telephone the student's parent/guardian regarding the matter. The Contractor shall, within three (3) business days of a driver departing without a student, provide IDEA PUBLIC SCHOOLS with a written report regarding the circumstances giving rise to that particular matter.

VEHICLE INSPECTION

Allow IDEA PUBLIC SCHOOLS to inspect all vehicles used in furnishing the services at any time during the term of the contract. 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). Vehicles which are deemed by IDEA PUBLIC SCHOOLS to be unfit for providing the required service shall be replaced by the Contractor with another vehicle of the same size, type and capacity, and in proper condition. Any required special education equipment shall be altered or installed on all such replacement vehicles at the Contractor's sole expense.

VEHICLE MECHANICAL CONDITIONS & APPEARANCE

All vehicles utilized by the Contractor under the RFP shall be in excellent mechanical and safe operating condition during the entire term of this RFP, and shall meet or exceed the applicable standards established by federal and Texas state laws and regulations, as well as accepted industry maintenance standards. Regular preventive maintenance shall be practiced on all vehicles.

All vehicles utilized by the Contractor for IDEA PUBLIC SCHOOLS SET needs shall have adequate heating, air-conditioning, shall be clean and sanitary, and shall have an excellent exterior and interior appearance in accordance with IDEA PUBLIC SCHOOLS standards during the entire term of the RFP. In addition, repairs to visible body damage, inside and out, shall be made within thirty (30) days from the date such damage occurs.

The Contractor shall maintain vehicle inspection reports and shall make said reports available to IDEA PUBLIC SCHOOLS for review within five (5) business days of the District's request.

RADIO EQUIPMENT

Each vehicle shall be equipped with new radios for communication to a base station dispatch terminal before being used pursuant to this RFP. A citizen's band radio is not allowed. All communication equipment will be maintained in good working condition at all times during the term of the RFP. An option for radio communication between Contractor and specified districts serviced within IDEA PUBLIC SCHOOLS may be arranged and agreed upon with Contractor and independent districts.

GLOBAL POSITIONING SYSTEM (GPS)

Each vehicle shall also be equipped with a fully functioning global positioning system (GPS) that the Contractor may use to track and record the vehicle's position at any given time.

VEHICLE FACILITY

IDEA PUBLIC SCHOOLS requires that the successful Bidder provide vehicle transportation facility within IDEA PUBLIC SCHOOLS that is convenient and reasonable in its location to best serve the needs of IDEA PUBLIC SCHOOLS, its Transportation Department, and its students.

The Vehicle transportation facility shall be fully staffed, including management, operating and maintenance personnel.

FACILITIES – VEHICLE PARKING

Maintenance: The Contractor shall establish and maintain, throughout the duration of the service, a maintenance facility/garage adequately equipped and staffed as required to perform preventative maintenance and repairs to vehicles used under the service.

Location: Maintenance and administrative facilities shall be maintained in County's servicing IDEA PUBLIC SCHOOLS.

Administrative and Support Staff: A facility located in County's servicing IDEA PUBLIC SCHOOLS shall be staffed as required to administer and support the transportation of students, including the availability of personnel to receive and place telephone calls and monitor the radio equipment during the hours that students are being transported each school day. A private line, dedicated to IDEA PUBLIC SCHOOLS-related business, shall be installed at that facility at no cost to IDEA PUBLIC SCHOOLS.

PRE-EMPLOYMENT SCREENING

The Contractor shall develop and implement a pre-employment screening program for all candidates for employment, including drivers. The screening program shall be designed to assist the Contractor in determining a candidate's suitability for assignment to SET services.

DRIVER REQUIREMENTS

Provision of Personnel: The Contractor shall employ a sufficient number of qualified drivers and support personnel to assure IDEA PUBLIC SCHOOLS of continuous, reliable, safe and on- time service. The Contractor shall also employ an adequate number of substitute drivers to ensure IDEA PUBLIC SCHOOLS receives continuous and on-time service.

Licenses: All drivers employed by the Contractor to provide IDEA PUBLIC SCHOOLS service must have a valid and current Texas Driver's License. The Contractor shall maintain a list of each driver's name, Texas Driver's License number and DMV summary record (also known as a DMV "employer pull notice"), which list shall be made available to IDEA PUBLIC SCHOOLS District upon two (2) days request.

Prohibition: The Contractor shall not use drivers to provide IDEA PUBLIC SCHOOLS SET services that have accrued more than three (3) moving violations for any reason in the last two (2) years, and shall not use drivers who have had a DUI, DWI, or any controlled substance- related violation.

Background: The Contractor shall verify and be liable for the payment of all driver criminal record checks prior to transporting students, with such verification placed in the driver's file. The Contractor shall ensure that a driver does not provide service to IDEA PUBLIC SCHOOLS when any background check or findings indicate criminal history convictions, as obtained through state and national searches (e.g., DOJ and FBI). The Contractor shall maintain a record keeping system available for the Group's inspection upon two (2) days request to verify the foregoing.

Health Requirements: Each driver employed by the Contractor to provide service to the District shall be in good health. Random testing of drugs and alcohol tests may be required by IDEA PUBLIC SCHOOLS. Any driver failing to be tested or found to have a "positive" drug test result shall be immediately removed from service to IDEA PUBLIC SCHOOLS. Contractor shall establish and maintain a record keeping system to assure that each driver meets these requirements. These records shall be available for review by IDEA PUBLIC SCHOOLS within two (2) business days upon request.

Smoking Prohibition: Drivers shall abstain from using tobacco products in the vehicle or on school grounds. Drivers, as well as their vehicles, must not smell of smoke or any other offensive odor.

Moral Turpitude: The Contractor recognizes that, for the protection of students, drivers, other contractors, and IDEA PUBLIC SCHOOLS, the Contractor's employees who have contact with the students and their families must be of stable personality and high moral character. Contractor shall ensure that all of its personnel meet these qualifications. Contractor will not allow any person to drive (a) whose conduct might in any way expose a child to any impropriety of word or conduct; (b) who Contractor knows or has reason to know is not in a condition of mental or emotional stability; or (c) who is under the influence of drugs or alcohol, including prescription and non-prescription drugs that impair the safe operation of the vehicle.

Lift Operation Requirements: Drivers who are required to lift students in and out of vehicles shall have special training, including refresher in-service training, provided by the Contractor in lifting techniques and treatment of the handicapped children who must be lifted, including appropriate methods of securing wheelchairs within a bus/vehicle. Such personnel shall be physically capable of performing the required lifting. Proof of training will be submitted to IDEA PUBLIC SCHOOLS within two (2) business days upon request.

Time Schedules: All drivers shall be provided and required to have an up-to-date route sheet, area map and a timepiece with them while on duty so that they can maintain established route and time schedules.

Route Assignments: Drivers shall be permanently assigned to the same route, whenever possible and shall have no more than two (2) reassignments during the school year unless a reassignment is determined by IDEA PUBLIC SCHOOLS SET Coordinator or other designee to be in IDEA PUBLIC SCHOOLS best interest.

Strict Adherence to Routes: Drivers shall strictly adhere to the driver's specific route and schedule and shall not alter his/her route for any personal reason. He/she is prohibited from stopping along his/her route for any personal reason(s), including but not limited to making a stop at a convenience store, bank, or deli.

Training: The Contractor will conduct, on an annual basis and whenever a person is hired as a new driver, driver orientation sessions. The driver orientation shall include, but not be limited to: drug-free workplace requirements; pre-trip and post-trip equipment and safety inspections; defensive driving; loading and unloading procedures (including wheelchairs); railroad crossing safety procedures; backing maneuvers; emergency procedures; special equipment instruction (including car seat training); evacuation procedures; seasonal weather conditions; student management; disability awareness and sensitivity; dealing with parents/guardians of handicapped students; relationships with school personnel and the general public; and other pertinent information.

Evaluations: Drivers shall be evaluated by the Contractor at least once each semester for the purpose of observing their driving practices with respect to: safety; mechanical operation; conformance with laws, policies and regulations; adherence to established routes and schedules; handling of students; and other factors inherent in the transportation of special education pupils. Copies of the evaluations shall be maintained by the Contractor during the term of the driver's employment by the Contractor, plus one (1) year thereafter and shall be sent to IDEA PUBLIC SCHOOLS within five (5) business days of the request. All drivers assigned to perform services under the RFP shall maintain a minimum evaluation rating of satisfactory in all evaluation categories. In the event of an "at fault" accident, the driver shall be reevaluated and retrained.

RIDING AIDE/ASSISTANT

IDEA PUBLIC SCHOOLS has the sole authority and right to place an aide/assistant with the student when IDEA PUBLIC SCHOOLS deems it necessary, including when on a Contractor's bus/vehicle.

DRIVER ASSIGNMENTS

IDEA PUBLIC SCHOOLS shall have the right of approval for any driver assigned to any route or service under this RFP and may at IDEA PUBLIC SCHOOLS sole discretion; require the removal or reassignment of any driver from service under this RFP

SHARING OF INFORMATION

IDEA PUBLIC SCHOOLS will provide the Contractor with pertinent IEP information as necessary for the performance of this RFP. The Contractor agrees that it will use an IEP Behavior Plan and other educational information only for this purpose and acknowledges that it is prohibited by law from sharing this information. The Contractor further understands and agrees that pursuant to this RFP it provides a service to IDEA PUBLIC SCHOOLS that would otherwise be provide by IDEA PUBLIC SCHOOLS, and therefore the Contractor has legitimate educational interests in any student information which it receives, uses, maintains or to which it has access.

The Contractor further agrees that it is under the direct control of the Group with respect to the use and maintenance of information from student educational records.

The Contractor and its agents, personnel, employees, and/or subcontractors shall maintain the confidentiality of all information received in the course of performing the services pursuant to this RFP. The Contractor and its agents, personnel, employees, and/or subcontractors shall maintain records in accordance with all applicable federal and state laws and regulations and agree that records relating to individual pupils provided by IDEA PUBLIC SCHOOLS are subject to the Family Educational Rights and Privacy Act ("FERPA"). Such records shall be confidential to the extent required by FERPA, 20 U.S.C. 1232g; 34 C.F.R. Part 99; and Texas Education Code 44.034, et seq.; and other state and federal law. Each party to this RFP will provide satisfactory assurances to the other party that confidential education information will be appropriately safeguarded through the execution of the services. This requirement to maintain confidentiality shall extend beyond the termination of this RFP. The Contractor and its agents, personnel, employees, and/or subcontractors will be permitted access to student data only where permissible under state and federal law.

ELECTRONIC ROUTING SYSTEM, ROUTING AND SCHEDULING

The Contractor shall have and use a fully functional electronic routing system with respect to the routing of buses and students. This electronic routing system must be made accessible to IDEA PUBLIC SCHOOLS at any time upon request.

The Contractor shall establish all routes, schedules, and bus stops for students, in compliance with all schedules and other requirements of this RFP. Up-to-date route sheets and information, retained in the aforementioned electronic routing system, that include, at a minimum, full driver names, full student names, bus/vehicle numbers, route names/numbers, and pick up and drop off sites and addresses, shall be available to the Group at any time upon request. The same route sheets and information must also be made available to the Group in hard copy format within two (2) business days of IDEA PUBLIC SCHOOLS request.

Students are to be transported directly to their schools from their places of residence (or pre-designated boarding point, if different). Pupils are to be delivered to school not more than fifteen (15) minutes, or less than five (5) minutes, prior to class starting time, nor are they to be kept waiting more than ten (10) minutes after dismissal time.

CHANGES IN ESTABLISHED ROUTES

The Contractor must inform IDEA PUBLIC SCHOOLS in writing, within two (2) business days, of any changes to established routes. This includes, but is not limited to, informing IDEA PUBLIC SCHOOLS of any instances where the Contractor determines that a student is not in need of transportation services on one or more routes.

The Contractor shall implement IDEA PUBLIC SCHOOLS addition, suspension or deletion of transportation service(s) for a student within five (5) business days of IDEA PUBLIC SCHOOLS transmittal of the route change to the Contractor.

COMMUNICATIONS WITH PARENTS/GUARDIANS

Initial Schedule: CONTRACTOR shall not contact parents/guardians until IDEA PUBLIC SCHOOLS gives approval to do so. No later than one (1) week before the beginning of the school year, IDEA

PUBLIC SCHOOLS shall notify (by telephone and written confirmation) the parent(s) or guardian(s) of each student of the time and location of pick-up and drop-off for the beginning of the school year, allowing no more than a ten (10) minute window for pick-up and drop-off.

Route Changes: The Contractor shall notify IDEA PUBLIC SCHOOLS no later than one (1) week before any alteration of transportation services for said student, including but not limited to drop off or pick up time(s) or location(s) for the student.

FIELD TRIPS AND OTHER SCHOOL SPONSORED ACTIVITIES

The Contractor will provide IDEA PUBLIC SCHOOLS SET services for field trips as IDEA PUBLIC SCHOOLS may authorize. The Contractor shall describe in its response to this RFP its cancellation policy regarding field trips, including any cancellation penalties when trips are canceled by the Group.

ADMINISTRATION AND SUPERVISION OF SET SERVICES

The Contractor shall maintain staff as required for effective management and supervision of the SET services provided to IDEA PUBLIC SCHOOLS. In addition to such other personnel as may be required to administer the services as described in this RFP for student transportation, the Contractor shall designate a liaison and crisis management contact person for emergency contact with the Group. By July 1st of each calendar year, the Contractor shall inform IDEA PUBLIC SCHOOLS of the name(s), contact telephone number(s), and address(es) of such management personnel.

ADDITIONAL GROUP RIGHTS & RESPONSIBILITIES

IDEA PUBLIC SCHOOLS shall designate a liaison and crisis management contact person for emergency contact with the Contractor. IDEA PUBLIC SCHOOLS shall inform the Contractor of the name(s), contact telephone number(s), and address(es) of such personnel.

IDEA PUBLIC SCHOOLS shall provide the Contractor with all information relevant for scheduling and providing a student's SET needs (e.g., name of each student; day telephone number(s); pick-up and drop-off addresses; the school/program to which a student is assigned; the start and end times for the student's school/program; an indication of whether or not the student requires special handling and/or equipment as specified in the IEP; and emergency information).

IDEA PUBLIC SCHOOLS shall pay for the Contractor's SET services provided if the Contractor complies with all terms, covenants, and conditions of this RFP. IDEA PUBLIC SCHOOLS shall issue payment for the Contractor's SET services provided within Thirty (30) days of receipt of the Contractor's invoice(s).

IDEA PUBLIC SCHOOLS shall have the right to audit (for performance, mileage and routing) any or all routes and may require changes in routing and scheduling if, in its opinion, such changes would result in increased bus and seat utilization or better service to pupils or schools. In addition, the written approval of IDEA PUBLIC SCHOOLS is required for the addition of any buses to this RFP or to any bus modification, which will result in any increase in overall charges to IDEA PUBLIC SCHOOLS.

IDEA PUBLIC SCHOOLS, may, at its sole discretion, elect to provide all, or part, of the routing and scheduling services required under this RFP.

IDEA PUBLIC SCHOOLS, at its sole discretion, may elect to award all or part of the SET RFP. IDEA PUBLIC SCHOOLS may, at its sole discretion, adjust or modify all or part of the SET RFP.

TRANSPORTATION DATA

Enclosed with the proposal documents and labeled "Transportation Data" (Attachment B) is data summarizing projected operating levels for the Group. The Group cautions that this information may be approximate and is based on current available data. The Group does not intend any Bidder to rely on the accuracy of the information in submitting their proposal.

LATE ARRIVALS & NO SHOWS

It is the responsibility of the contractor to arrive on time to drop off students. If the transportation contractor arrives late 5 minutes after class has started, IDEA Public Schools will only pay 75% of the total cost for that student(s) rate. If the transportation contractor arrives 10 minutes after class has started, IDEA Public Schools will only pay 50% of the total cost for the student(s) rate. If the transportation contractor arrives late 15 minutes after class has started, IDEA Public Schools will only pay 25% of the total cost for that student(s) rate. If the transportation contractor arrives more than 15 minutes after class has started, IDEA Public Schools will not pay for any portion the student(s) rate, Ex: A driver was late to begin the route. In the case that the contractor is not liable for the late arrival, IDEA Public Schools will pay 100% of the total cost of the student(s) rate, Ex.: A student was uncooperative during onboarding that can be documented by the monitor.

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.**

1. All prices shall be entered on the proposal in ink or typewritten.
2. Proposed price should be firm (fixed). Proposer should include the pricing for the 2019-2020 school year. If this service 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.
3. IDEA is exempt from federal excise taxes, state and local sales and use taxes.
4. Failure to manually sign the offer will disqualify it.
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 may be accepted due schools being located throughout different parts of the regions within Texas and out of Texas.**
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. (Optional)

BID MEETING

PRE-BID MEETING

A pre-bid conference call will be held on Monday, July 8th, 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/758026972 or join via phone: +1-888-240-2560(Conference ID: 758 026 972). Attendance is not mandatory.

BID OPENING

BID OPENING

Bid Opening is scheduled for Friday, July 12th, 2019 at 3 PM and will take place at IDEA Public Schools Headquarters at 2115 W Pike Blvd., Weslaco, TX 78596. 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.

FORM A

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. _____
COMPANY NAME OR CONTACT PERSON

_____
STREET ADDRESS CITY STATE ZIP

_____
CONTACT PERSON TELEPHONE NUMBER

_____
PRODUCTS/SERVICES USED

_____
DESCRIBE AND DOCUMENT YOUR INVOVLENT WITH OTHER COMMUINTES IN SIMILAR TYPE OF WORK

_____

2. _____
COMPANY NAME OR CONTACT PERSON

_____
STREET ADDRESS CITY STATE ZIP

_____
CONTACT PERSON TELEPHONE NUMBER

_____
PRODUCTS/SERVICES USED

_____
DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK

_____

3. _____
COMPANY NAME OR CONTACT PERSON

_____
STREET ADDRESS CITY STATE ZIP

_____
CONTACT PERSON TELEPHONE NUMBER

_____
PRODUCTS/SERVICES USED

_____
DESCRIBE AND DOCUMENT YOUR INVOLVEMENT WITH OTHER COMMUNITIES IN SIMILAR TYPE OF WORK

_____

FORM B

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 BE

CONSIDERED RESPONSIVE

By: _____
(Original Signature)

Name: _____
(Typed or Printed Name)

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

Contact Representative _____

Address: _____

City/ST/Zip: _____

Phone #: _____ Fax #: _____

Email: _____

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

Taxpayer Identification #: _____

Prompt Payment Discount: _____% _____ Days

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

Addendum No. 1 ____ Addendum No. 2 ____ Addendum No. 3 ____ Addendum No. 4 ____

FORM C

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.

_____

_____

_____

_____

_____

_____

_____

FORM D

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.

FORM E

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.

FORM F

RESIDENT/NONRESIDENT BIDDER'S CERTIFICATION

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

Section 2252.001(3)

"Nonresident bidder" means a bidder who is not a resident.

Section 2252.001(4)

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

Section 2252.002

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

I certify that_____is a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)

Signature of Authorized Company Official: _____

Name of Authorized Company Official: _____

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

City and State: _____

Signature of Authorized Company Official: _____

Name of Authorized Company Official: _____

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

Does the vendor or the vendor's ultimate parent company or majority owner employ at least 500 persons in Texas?

Yes: _____ No: _____

FORM G

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: _____

FORM H

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.

OFFICE USE ONLY

Date Received

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.

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

FORM I

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: _____

FORM J

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 IDEA Public Schools Purchasing Director.
  - 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: _____

FORM L

COST PROPOSAL

In consideration of the performance to the terms of the RFP, the bidder/contractor shall provide the following sums in this Cost Proposal for student transportation services for the 2019-2020 school year. The contractor shall provide annual escalators for a term of three (3) years. Please provide a per mile rate and a per trip rate for: Ambulatory, Non-Ambulatory and Siblings.

IDEA PUBLIC SCHOOLS:

County/Region: _____

(1) For Daily Home-to-School Special Education Transportation Service:

Category	One-Way Trip Rate	Round Trip Rate
Ambulatory	$ _____	$ _____
Non-Ambulatory	$_____	$_____
Sibling Rate	$_____	$_____

(2) For "Other" Transportation, as required (i.e. fieldtrips):

Category	One-Way Trip Rate	Round Trip Rate
Ambulatory	$ _____	$ _____
Non-Ambulatory	$_____	$_____
Sibling Rate	$_____	$_____

Additional Information

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

_____

_____

_____

_____

FORM L – CONTINUES ON NEXT PAGE …

County/Region: _____

(3) For Daily Home-to-School Special Education Transportation Service:

Category	**One-Way Trip Rate**	**Round Trip Rate**
Ambulatory	$ _____	$ _____
Non-Ambulatory	$_____	$_____
Sibling Rate	$_____	$_____

(4) For "Other" Transportation, as required (i.e. fieldtrips):

Category	**One-Way Trip Rate**	**Round Trip Rate**
Ambulatory	$ _____	$ _____
Non-Ambulatory	$_____	$_____
Sibling Rate	$_____	$_____

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 Bidder would like to provide to IDEA in addition to the required documents and forms is welcome.

SAMPLE BILLING

DRIVER:	Transportation Driver		DATE	6/5/2019						
Campus	**Trip Name**	**Stop Location**	**Sequence**	**Stop Time**	**Number Students**	**Distance To Next Stop**	**PickUp Rate**	**Per Mile Rate**	**Current AM**	**Current PM**
Riverview	RV -30 AM 2019-2020	IDEA Riverview School	1	6:25:00 AM	0	4.8				
Riverview	RV -30 AM 2019-2020	4842 Saint Gerard Ave	2	6:36:00 AM	1	3.7	$ 25.00	$ 2.25	$ 33.35	$ 33.35
Riverview	RV -30 AM 2019-2020	4137 Monroe Ave	3	6:45:00 AM	1	7.8	$ 25.00	$ 2.25	$ 42.57	$ 42.57
Riverview	RV -30 AM 2019-2020	2225 N Little John Dr	4	7:01:00 AM	1	4.4	$ 25.00	$ 2.25	$ 34.97	$ 34.97
Riverview	RV -30 AM 2019-2020	IDEA Riverview School	5	7:11:00 AM	-3	0.0				
Monitor	Transportation Monitor			**Totals**	**3.0**	**20.8**	**$ 75.00**		$ 110.90	$ 110.90
									$	**221.79**

DRIVER:	Transportation Driver		DATE	6/6/2019						
Campus	**Trip Name**	**Stop Location**	**Sequence**	**Stop Time**	**Number Students**	**Distance To Next Stop**	**PickUp Rate**	**Per Mile Rate**	**Current AM**	**Current PM**
Riverview	RV -31 AM 2019-2020	IDEA Riverview School	1	6:25:00 AM	0	2.5				
Riverview	RV -31 AM 2019-2020	123 Maple Drive	2	6:36:00 AM	1	4.8	$ 25.00	$ 2.25	$ 35.80	$ 35.80
Riverview	RV -31 AM 2019-2020	4321 Adams Way	3	6:45:00 AM	1	2.5	$ 25.00	$ 2.25	$ 30.63	$ 30.63
Riverview	RV -31 AM 2019-2020	7890 Idea St	4	7:01:00 AM	1	3.0	$ 25.00	$ 2.25	$ 31.75	$ 31.75
Riverview	RV -31 AM 2019-2020	IDEA Riverview School	5	7:11:00 AM	-3	0.0				
Monitor	Transportation Monitor			**Totals**	**3.0**	**12.8**	**$ 75.00**		$ 98.18	$ 98.18
									$	**196.35**
								Total Students		**6**
								Total Miles		**52.51**
								Total Pick Up Cost		**$ 300.00**
								Total Mileage Cost		**$ 118.14**
								Total Allowable Cost		**$ 418.14**

DRIVER:	Transportation Driver		DATE	6/7/2019	Non-Ambulatory					
Campus	**Trip Name**	**Stop Location**	**Sequence**	**Stop Time**	**Number Students**	**Distance To Next Stop**	**PickUp Rate**	**Per Mile Rate**	**Current AM**	**Current PM**
Riverview	RV -11 AM 2019-2020	IDEA Riverview School	1	6:25:00 AM	0	3.0				
Riverview	RV -11 AM 2019-2020	7890 Idea St	2	7:01:00 AM	1	2.5	$ 35.00	$ 3.00	$ 42.50	$ 42.50
Riverview	RV -11 AM 2019-2020	IDEA Riverview School	3	7:11:00 AM	-1	0.0				
Monitor	Transportation Monitor			**Totals**	**1.0**	**5.5**	**$ 35.00**		$ 42.50	$ 42.50
									$	**85.00**

DRIVER:	Transportation Driver		DATE	6/7/2019	Sibling-Ambulatory			Rate: 75%		
Campus	**Trip Name**	**Stop Location**	**Sequence**	**Stop Time**	**Number Students**	**Distance To Next Stop**	**PickUp Rate**	**Per Mile Rate**	**Current AM**	**Current PM**
Riverview	RV -11 AM 2019-2020	IDEA Riverview School	1	6:25:00 AM	0	3.0				
Riverview	RV -11 AM 2019-2020	7890 Idea St	2	7:01:00 AM	1	2.5	$ 25.00	$ 3.00	$ 18.75	$ 18.75
Riverview	RV -11 AM 2019-2020	IDEA Riverview School	3	7:11:00 AM	-1	0.0				
Monitor	Transportation Monitor			**Totals**	**1.0**	**5.5**	**$ 25.00**		$ 18.75	$ 18.75
									$	**37.50**
								Total Students		**2**
								Total Miles		**10.00**
								Total Pick Up Cost		**$ 107.50**
								Total Mileage Cost		**$ 15.00**
								Total Allowable Cost		**$ 122.50**

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/RFP/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 take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints (those which can be verified and are deemed serious)?
   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
2015-16	_____	_____
2016-17	_____	_____
2017-18	_____	_____

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 RFP.

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.

Submittal 15: Sample Billing

Respondent shall provide a sample billing very similar to what is provided on page 41 of this RFP, under Sample Billing.

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 received 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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