

**Premont ISD
PO Box 530
Premont, Texas 78375
361-348-3915**

**REQUEST FOR PROPOSAL
STUDENT TRANSPORTATION SERVICE**

**GENERAL CONDITIONS
AND PROPOSAL FORMS**

PROPOSALS SUBMITTED UNTIL: 2:00PM, July 21, 2017

**MANDATORY PRE-BID
CONFERENCE:**

ACCEPTANCE PLACE

Administration
PO Box 530
Premont, Texas 78375

CONTACT:

Steve VanMatre
Superintendent
Phone: 361-215-3738
Email svanmatre@premontisd.net

GENERAL CONDITIONS

1.0 Scope of Services

1.1 The Premont Independent School District (“District”), Premont, Texas, is requesting Proposals for student transportation services, in accordance with general conditions and proposal forms contained herein. Entities submitting Proposals are referred to herein as “Respondents”. The entity, if any, which enters a contract with the District for student transportation services is referred to herein as “Contractor”.

1.2 The term of the agreement shall be one (1) year with (3) additional one-year term(s).

2.0 Proposal Submittal

2.1 PROPOSAL DATE AND TIME. Sealed Proposals must be submitted no later than:

2:00 PM on July 21, 2017 .

NO LATE PROPOSALS, FAXED or EMAIL PROPOSALS WILL BE ACCEPTED.

2.2 PROPOSAL LOCATION. Proposals shall be submitted to:

Premont Independent School District
PO Box 530
Premont, Texas 78375

Attention: Steve VanMatre, Superintendent

2.3 PROPOSAL SUBMITTAL. Proposals must be submitted on forms and in the format provided by the District. Any Proposal submitted in an altered form may result in rejection of such Proposal at the option of the District. Each Proposal must contain:

1. Proposal Form Signature Page,
2. Base Price Proposal,
3. Tabulation,
4. Deviation Form,
5. Submittals 1-17,
6. Evidence of insurance or insurability,
7. Workers’ Compensation Certificate, and
8. Felony Convictions Notice.

Respondents shall submit one signed original and (1) copies of the Proposal in a sealed envelope clearly marked on the outside:

**Premont Independent School District
Proposal for Student Transportation Services**

2.4 The original Proposal shall be manually signed in ink. All prices and quotations must be typed or written in ink.

2.5 This RFP is a “request for proposal” pursuant to Texas Education Code section 44.031(a)(3) and therefore will not be publicly read aloud.

2.6 Proposals may not be withdrawn by the Respondent earlier than sixty (60) days after the date of the Proposal opening.

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

2.8 By submitting a Proposal, each Respondent agrees to waive any claim it has or may have against the Premont Independent School District, any District consultant, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; acceptance or rejection of any Proposal; and award of the Contract. The District shall have no contractual obligation to any Respondent, nor will any Respondent have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Respondent have either been so fulfilled by the Respondent.

3.0 Pre-Proposal Conference None

4.0 Transportation Data.

“Transportation Data” is a collection of data summarizing operations from the most recently completed school year and is included as Exhibit “A”. This information is provided to assist Respondents in formulating their Proposals. The District cautions, however, that the information is approximate. The District makes no warranty or representation about its accuracy, and the District does not intend any Respondent to rely on the accuracy of the information in submitting its Proposal.

5.0 Deviation Form

5.1 Each and every deviation from the requirements of this RFP must be listed on the Deviation Form submitted with the Proposal.

6.0 Proposal Security Not used.

7.0 Proposed Form of Agreement

The proposed Form of Agreement for Furnishing Student Transportation Services is attached as Exhibit “B”. Respondent shall submit with its Proposal any proposed modifications to the proposed Agreement.

8.0 Award of Contract(s)

8.1 Premont ISD reserves the right to award a contract to the Respondent offering the best value, and not necessarily to the Respondent proposing the lowest price, and reserves the right to accept or reject any or all Proposals, and waive any formalities.

8.2 The following criteria will be used to evaluate all Proposals.

Submittal 1: Proposal Form

Respondent must provide a fixed cost proposal for the services requested. Although cost is an important consideration, Proposals will also be evaluated on the basis of the other criteria listed herein.

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 service center(s) will be managed during the normal hours of operation, plus during any emergency or out-of-hours situation that may arise. This plan must include both operations and vehicle maintenance functions.

Submittal 4: References

Respondent shall supply a list of five (5) references and contracts held in Texas describing their experience in transporting physically challenged and typically developing school-age children. Names, addresses and phone numbers of the references must be included.

Submittal 5: Maintenance Program

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

Submittal 6: Driver Hiring and Retention Program

Respondent shall provide a description of their hiring process and the selection criteria used.

Submittal 7: Driver Safety and Training Program

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

Submittal 8: Student Safety Program

Respondent shall provide a description of how it will address the issue of student safety, including any educational programs it has implemented.

Submittal 9: Implementation Plan

Respondent shall detail their implementation plan and specific timelines to be followed.

Submittal 10: List of Bus Driver 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.

Submittal 11: Mechanics Training and Certification Process

Respondent shall describe its mechanic training and certification process.

Submittal 12: 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.

Submittal 13: Plan For Substitute Buses and Relief Drivers

Respondent shall address the provision for substitute buses (in the amount of fifteen percent (15%) of the fleet) and drivers (in the amount of ten percent (10%) of route driver corps) needed for performance under the terms of this contract.

Submittal 14: Presentation to Constituents

Respondent shall outline in detail the procedure that it would use for presenting its Proposal to the District's constituents.

Submittal 15: Customer Service Philosophy

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

Submittal 16: Site Evaluation

One or more members of the District's evaluation committee may conduct one or more site evaluations. Site evaluations will be conducted at facilities of the District's choice where the Respondent currently provides pupil transportation services. By submitting a Proposal, each Respondent agrees to make selected facilities and facility's personnel available to District evaluation upon reasonable notice.

Submittal 17: Financial Statement

Respondent shall submit one (1) copy of your firm's financial statement, preferably audited. Include your organization's latest balance sheet and income statement showing the following items:

- Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
- Non-current assets (e.g., net fixed assets, other assets).
- Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes.)
- Non-current liabilities (e.g., notes payable).
- Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).

8.3 Obtaining Information.

1. Outside Sources. The District reserves the right to obtain, from any and all sources, information concerning a Respondent which the District deems pertinent to this RFP and to consider such information in evaluating the Respondent's Proposal.

2. Inspections. The District reserves the right to make on-site inspections of the Respondent's facilities which the District deems pertinent and necessary to evaluate the Respondent's Proposal and to consider any information received from such inspection in evaluating the Respondent's Proposal.

9.0 Notification of Criminal History of Contractor

9.1 A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator 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.

9.2 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 Section 14.1 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.

9.3 This section does not apply to a publicly held corporation.

10.0 Performance Bond

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

Respondent to provide a performance bond, it shall be separately invoiced to the District and paid by the District.

11.0 Taxes

Do not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State Law. The District shall furnish a tax exemption certificate, if required.

12.0 Non-Appropriation

Any contract resulting from this RFP may be terminated without notice at the end of a District fiscal year in which funds for the contract are not appropriated without further liability to the Respondent.

13.0 Penalties for Non-Performance

13.1 If, at any time, the vendor fails to fulfill or abide by the terms, conditions, or specifications of the any contract resulting from this RFP (including price), the District reserves the right to:

- a. Purchase on the open market and charge the vendor the difference between contract and actual price,
- b. Deduct charges from existing invoice totals due at the time, and
- c. Cancel the contract upon written notification.

14.0 Proposal Disclosure

14.1 Proposals are subject to the Texas Public Information Act, Texas Government Code Chapter 552.

14.2 No provision of this RFP, the Respondent's Proposal, or any contract executed pursuant to this RFP shall be construed as a limitation on District's obligations under the Texas Public Information Act, and no disclosure of materials as required by the Act shall constitute a breach any obligation to any Respondent by the District. In the event District receives a request for materials identified by a Respondent as confidential, copyrighted, trade secret, or proprietary, District shall promptly notify the Respondent of the request and shall permit the Respondent to submit to the Texas Attorney General reasons why materials should not be released pursuant to the Texas Government Code § 552.305. District shall not be required to submit such reasons why the materials should not be released, or to incur any expense in resisting the release of the materials.

14.3 Respondents shall not issue any news release(s) or make any statement to the news media pertaining to this RFP, or any Proposal and/or contract or work resulting

there from without the prior written approval of the District, and then only in cooperation with the District.

14.4 Respondents may only contact the District's designated person for questions or information.

15.0 Minimum Operational Personnel Requirements

Operational personnel are defined as those individuals directly involved in the control, supervision and investigation of daily bus operations and procedures. The extent and regional coverage of the District's transportation needs requires certain personnel availability to assure the safety and success of these functions. In addition to the terminal manager, a minimum of the following personnel shall be maintained as indicated:

Operations supervisor
Safety and training supervisor
Automated Routing Coordinator (Transfinder)
Maintenance supervisor
Dispatcher

16.0 Purchase of Fuel

The District shall purchase all fuel supplied to buses operated solely for transportation of students and personnel of the District.

17.0 Ownership of Buses

The District will lease its currently-owned buses and any additional buses purchased by the District, to the Contractor for ONE AND NO/100 DOLLARS (\$1.00) per year during the term of the Contract.

18.0 Maintenance Facility

The District will lease its maintenance facility to the Contractor for ONE AND NO/100 DOLLARS (\$1.00) per year during the term of the Contract. The maintenance facility may not be used by Contractor for maintenance of vehicles except vehicles used for services provided by Contractor under the Contract and other District-owned vehicles. The Contractor shall pay all utility costs for the maintenance facility.

19.0 Reporting

Respondent will prepare all reports required for documenting transportation services for purposes of submittal to the Texas Education Agency.

20.0 Communications

All buses, including spare buses, shall be equipped with two-way radios.

21.0 Field Trips and Other School Sponsored Activities

The Respondent shall be prepared to fulfill all of the District's field trip and extracurricular transportation needs. In addition to the number of required regular and special needs route buses, the Respondent agrees to maintain a minimum of ten percent (10%) spare buses to be utilized for activity and athletic trips conflicting with the regular home-to-school routes and to be utilized as replacements in the event of a required or necessary service repair.

Should the District require additional transportation service, such as coach bus or other forms of charter transportation, the Respondent will assist the District in securing and scheduling the alternative service.

**PROPOSAL FORM
SIGNATURE PAGE**

I have received the Request for Proposals for Student Transportation Services and all Forms for the furnishing of Student Transportation Services as prepared by Premont Independent School District. I have examined the Request for Proposal and Forms and submit the following proposal. I have not deviated from the Request for Proposal except as set out on the Deviation Form.

I agree:

1. To hold my Proposal open for sixty (60) days after the Proposal date for review of the Proposal.
2. That the signing of this Proposal form will constitute an offer to the Premont Independent School District by the Respondent.
3. To furnish services in strict compliance with the Request for Proposal.
4. My Proposal does not include any tax for which an independent school district is not liable.

Entity, Company or Firm Name: _____

Contact Person: _____

Telephone #: _____

Fax: _____

Date: _____

Signature: _____

Printed: _____

Title: _____

**PROPOSAL FORM
BASE PRICE PROPOSAL**

Proposed prices shall be submitted based on a Daily Rate that includes the first four (4) hours of service each day. This form may not be altered. Each invoice period, total home-to-school charges submitted to the District shall be the sum of the applicable Daily Rates and the sum of all excess hours incurred beyond the hours included in each individual bus. The District reserves the right to require the Respondent to add and delete buses to or from service at the rates specified below.

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

Based on four (4) hours:

<u>Bus Capacity</u>	<u>Daily Rate</u>	<u>Hourly Rate</u>
20 and smaller	\$ _____	\$ _____
21-47 passenger	\$ _____	\$ _____
48-72 passenger	\$ _____	\$ _____

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

<u>Bus Capacity</u>	<u>Daily Rate</u>	<u>Hourly Rate</u>
20 and smaller	\$ _____	\$ _____
21-47 passenger	\$ _____	\$ _____
48-72 passenger	\$ _____	\$ _____

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

PROPOSAL FORM

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

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

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

Rates provided for all transportation trips shall begin and end at the transportation center, and shall include total driver's time, including time for bus pre-trip checkout, clean-up, and layover time. For driver's time in excess of forty (40) hours per week, the charge will be one-and-one-half (1 1/2) times the hourly rate stated above.

Bus Monitors and Bus Aides: The District may require the use of bus monitors and/or bus aides in the performance of this contract. Billable time is to be based on total driving time, including layover time. Monitors or aides working in excess of forty (40) hours in one week shall be billed at one-and-one-half (1 1/2) times the hourly rate stated.

Monitors or aides hourly rate: \$ _____

Performance Bond: The District may require the Respondent to furnish a performance bond in accordance with the requirements of this Proposal.

Performance bond annual cost: \$ _____

Rates for Video Monitors. The District may require the use of a video surveillance system.

Video surveillance system daily rate per bus: \$ _____

Maintenance on District Non-Student Transportation: The District may require the Respondent to provide maintenance on District Non-Student Transportation Fleet.

Non-student transportation maintenance hourly labor rate: \$ _____

**PROPOSAL FORM
TABULATION**

INSTRUCTIONS

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

ALTERNATE PROPOSALS

For an alternate Proposal to be considered, it must clearly identify the proposed level of service. This includes the number of routes, hours, miles, monitors, etc. The Proposal must also detail the impact these changes have on specific routes, ride times, bell times and effected schools. The District encourages innovative alternate Proposals; however, the District will utilize the tabulation form based on current service levels to determine the low Proposal for contract award purposes. A separate Proposal tabulation form must be prepared for each alternate Proposal.

	Daily Rate (1)	Number of Routes	Hourly Rate	Number of Hours (2)	Mileage Rate	Number of Miles*	Number of Days Billed	Total Cost			
Normal Home-To-School Service:											
20 and fewer	\$	x	+	\$	x	+	\$	x	=	\$	
21-47 passenger	\$	x	+	\$	x	+	\$	x	=	\$	
48-72 passenger	\$	x	+	\$	x 0	+	\$	X	x	=	\$

Extended Year Home-To-School Service:											
20 and fewer	\$	x	+	\$	x	+	\$	X	x	=	\$
21-47 passenger	\$	x	+	\$	x	+	\$	X	x	=	\$
48-72 passenger	\$	x	+	\$	x 0	+	\$	X	x	=	\$

Other Transportation Service: (3)												
All Bus Capacities				\$	X	+	\$ N/A	X		=	\$	
Bus Monitors/Aides				\$	X				x		=	\$ 0

- Daily rate is based on _____ hours and _____ miles.
- *Hours and miles shown should represent all hours and miles in excess of those included in the Daily Rate, as defined on the bid Proposal Form.

Note 1: We did not include excess hours for routes since they were not provided. We believe the excess miles are minimal.

Note 2: We did not include the late activity/tutorials in the above chart. Both will be charged at \$0.00 an hour as long as the runs can be completed by the 10 route buses.

- Additional Transportation: minimum call out charge_____.

**PROPOSAL FORM
DEVIATION FORM**

All Respondents MUST COMPLETE this page. SIGN & RETURN with Proposal or Proposal may be considered NON RESPONSIVE.

DEVIATIONS: In the event the undersigned Respondent intends to deviate from the terms of the Request for Proposals, all such deviations must be listed on this page, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

The District will be the sole judge to determine if deviations are acceptable in meeting the needs the District.

NO DEVIATIONS: In the absence of any deviation entry on this form, the Respondent assures the District of their compliance with the terms of the Request for Proposal.

Our Proposal is submitted according to:

_____ **Deviations listed above**

OR

_____ **No Deviations**

Signature: _____

Printed Name: _____

Title: _____

PROPOSAL FORM

WORKERS' COMPENSATION CERTIFICATE

The Respondent shall sign and submit the following certificate with the transportation written proposal. Premont Independent School District requires Respondent to provide workers' compensation as per state law requirements.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY LIMITS

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

Company Name

Signature of Authorized Agent

Date Signed

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

PROPOSAL FORM
INSURANCE COVERAGE

GENERAL LIABILITY:	Limits
A. Commercial General Liability	
1. General Aggregate	\$ 2,000,000
2. Products-Completed Operations Aggregate	\$ 2,000,000
3. Personal and Advertising Injury	\$ 1,000,000
4. Each Occurrence	\$ 1,000,000
5. Fire Damage (any one fire)	\$ 100,000

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

EXCESS LIABILITY:	Limits
Umbrella Form	
1. Each Occurrence	\$ 9,000,000
2. Aggregate	\$ 9,000,000

Premont ISD will be named as additional insured on certificate of insurance if we are awarded the contract.

I, the undersigned, have attached a copy of a certificate of insurance that I attest (1) remains currently in force and (2) has been issued for the purposes of insuring a school district, or non-public school which currently contracts for student transportation services from my firm.

Company Name

Signature of Authorized Agent

Date Signed

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

PROPOSAL FORM

FELONY CONVICTION NOTICE

Texas Education Code Section 44.034, Notification of Criminal History of Contactor, 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 an 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.”

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name: _____

Authorized Company
Official’s Name (please print): _____

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

Signature of Company Official _____

B. 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: _____

C. My firm is a publicly held corporation; therefore, this reporting requirement is not required.

Signature of Company Official: _____

EXHIBIT "A"
TRANSPORTATION DATA

1.0 Facts and Statistics

1.1 The District currently has **two** campuses: Premont Elementary/Junior School and Premont High School.

1.2 The total enrollment for the District as of April 2017 was **442**. **The district's projected growth rate is 3% annually for the next five (5) years.**

1.3 **During the 2016-2017 school year, the District's fleet drove 5 regular routes.**

2.0 Number of days operated:

Normal school year – 176 days

Summer school 16 days

3.0 Routes Information:

Normal school year

Regular routes – 5

Special needs routes – 0

Summer School

Regular routes – 1

Special needs routes – 0

4.0 Field Trip Information:

Total number of miles – ___

Total number of hours – ___

5.0 Current fleet capacities required:

47-53 passenger - ___

71 passenger - ___

6.0 Current Bell Times:

	Morning Bell Time	Afternoon Bell Time
Elementary	8:30	3:45

High School	8:15	3:45

EXHIBIT "B"
PROPOSED FORM OF AGREEMENT