



**Brenham Independent School District
Request for Proposals
RFP # 2023-004
Pupil Transportation Services**

The Brenham Independent School District (“BISD” and/or the “District”) is soliciting proposals for **PUPIL TRANSPORTATION SERVICES** as more fully set out in the Scope of Work and Specific Conditions and Specifications sections of this Request for Proposals (“RFP”). An original and at least two (2) true copies of the proposal must be submitted, in a SEALED envelope, and one electronic copy of ALL documents must be submitted on an USB memory stick, in accordance with the instructions set out herein to:

Brenham Independent School District
P.O. Box 1147
Brenham, TX 77834-1147

If delivered by hand:

Brenham Independent School District
711 E. Mansfield
Brenham, TX 77834

Proposals will be received at the above address until **3 p.m. on MARCH 3, 2023**. A non-mandatory pre-proposal conference/site visit will be held at **1:00 p.m. on February 10, 2023**. **Proposers may attend the conference at:** Brenham ISD, 711 E. Mansfield, Brenham, TX 77834-1147. Submitting proposals prior to the pre-proposal conference is not recommended. A more detailed timeline is set out in the Instructions for Proposer section of the RFP.

Clay Gillentine

Date

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1.0 NOTICE OF INTENT

It is the intent of the Brenham Independent School District (BISD or the District) to award one or more contract(s) for pupil transportation services as a result of this Request for Proposals (RFP). Products and/or services considered for award shall equal or exceed a minimum quality level of industry standards as defined within this RFP, including **Section 6.0 Scope of Work and Specifications**, and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

1.1 TERM: It is anticipated that the Contract term will begin August 1, 2023. The initial base term of the prospective contract is a period of five (5) calendar years, and BISD may elect to extend any contract awarded pursuant to this RFP for up to one (1) additional five-year term.

1.2 DEFINITIONS: In this RFP and in the Contract, the following terms are defined as follows:

- 1.2.1 **“BISD, the District, and/or government entity”** refers to Brenham Independent School District.
- 1.2.2 **“Best Value”** means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of Vendor’s product(s) and/or services, and price, as Detailed in **Section 4.0, Evaluation and Award**.
- 1.2.3 **“Contract”** means an agreement entered into between the District and a vendor as a result of this RFP. The Contract consists of the Request for Proposals, including all Addenda, Vendor’s Proposal that is satisfactory to the District, and the District’s Contract form(s), which may include, but are not limited to, a written contract, an agreement letter, or a purchase order.
- 1.2.4 **“Price”** shall be a flat fee. Proposer’s pricing must be a fixed price inclusive of, but not limited to, all costs, overhead, and profit.
- 1.2.5 **“Proposer”** refers to the person/firm that submits the proposal to this RFP.
- 1.2.6 **“Project”** means the Scope of Work for furnishing goods and services as outlined in this RFP.
- 1.2.7 **“Proposal”** refers to the documents submitted by a Proposer that addresses the scope and requirements of this RFP.
- 1.2.8 **“Purchase Order”** or **“PO”** means the agreed-upon purchase order between BISD and the Vendor. Special terms and conditions agreed to by the Vendor and BISD may be added as addendums to the PO, including such items as requirements concerning certificates of insurance, and bonding.
- 1.2.9 **“RFP”** refers to this Request for Proposals.
- 1.2.10 **“Responsible Vendor”** means a vendor with adequate financial resources (or the ability to obtain such resources), who can comply with the delivery requirements, and who is a qualified and established firm regularly engaged in the type of business that provides the goods and/or services herein.
- 1.2.11 **“Responsive Proposal”** refers only to those proposals that comply with all material and administrative aspects of this RFP.
- 1.2.12 **“Scope of Work”** is set forth in **Section 6.0, Scope of Work and Specifications**.
- 1.2.13 **“Vendor”** refers to the person(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.
- 1.2.14 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

2.0 PROPOSAL PROCESS

- 2.1 **GENERAL INFORMATION:** The following instructions by the District are intended to afford vendors with an equal opportunity to participate in the proposal process and to provide a predetermined set of criteria representing the District's business and service requirements. This proposal is governed by the Texas Education Code (TEC), other applicable Texas state statutes, and all local BISD Board of Trustees (Board) policies.
- 2.2 **PROJECT MANAGER:** The designated Project Managers during the proposal process shall be **Clay Gillentine**, BISD Assistant Superintendent of Administrative Services and **Thad Lasater**, BISD Chief Financial Officer ("Project Manager"), 711 E. Mansfield, Brenham, TX 77834, cgillentine@brenhamk-12.net. **All communications pertaining to the RFP shall be addressed in writing to the Project Manager, as indicated in the next paragraph.**
- 2.3 **QUESTIONS CONCERNING THE RFP:** Questions concerning the RFP will be answered only if sent in writing via email to cgillentine@brenhamk-12.net on or before **February 20, 2023 at 3:00 p.m.** All questions submitted in writing to the Project Manager prior to the deadline will be answered in the form of addenda and posted on the district's business department's webpage. Responses to written questions submitted *prior to the pre-proposal conference* will be read at the pre-proposal conference and included in the first addendum along with additional information such as questions and responses from the pre-proposal conference.
- 2.4 **DEADLINES AND TIMETABLE:** BISD may strictly enforce timelines and/or deadlines set forth herein. BISD, however, maintains sole discretion to adjust any deadline or timeline to suit its best interests. BISD desires to complete the proposal process in accordance with the following timeline, which is subject to change at the District's discretion:

Timeline
Release RFP: January 31, 2023
Pre-Proposal Conference: February 10, 2023 at 1:00 p.m.
Last date for questions: February 20, 2023 at 3:00 p.m.
Proposals Due: March 3, 2023 at 3:00 p.m.
Evaluation Period: March 3, 2023 to March 31, 2023
Selected Proposal(s) Approved: April 3, 2023 (estimated)

- 2.5 **PRE-PROPOSAL CONFERENCE:** Proposer is strongly encouraged to attend the pre-proposal conference. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the pre-proposal conference will be required to sign an attendance roster. In addition to their name and company name, each person will be asked to supply an email address, telephone number and a fax number for facsimile transmissions, if needed.

- 2.6 **PROPOSAL SUBMISSION:** BISD will not accept a faxed Proposal. One original and at least two (2) true copies of the Proposal must be submitted in accordance with the instructions set out herein to:

Brenham Independent School District
P.O. Box 1147
Brenham, TX 77834-1147

If delivered by hand:

Brenham Independent School District
711 E. Mansfield
Brenham, TX 77834

Each set of the proposal must be submitted in an envelope. The envelope must be SEALED. The outside of the envelope (or other package or container) must bear the following information in clear and legible form:

- a) In the upper left-hand corner: print the full name and address of the bidding entity, and the name and telephone

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- number, including area code, of the person to contact with questions about the proposal submission, and
- b) In the lower left-hand corner: "Proposal Enclosed," the proposal name, proposal number, and submission deadline indicated on the Notice of Invitation to Bid.

The original proposal must be labeled "ORIGINAL" and contain original signatures. The copy of the original must be labeled "COPY."

- 2.7 DISCUSSIONS / NEGOTIATIONS:** BISD may conduct discussions/negotiations with Proposer(s); however, BISD reserves the right to award a contract without discussions/negotiations. BISD will determine the competitive range, if any, which may include only those initial Proposals that BISD determines have a reasonable chance of being awarded a contract. Negotiations, if any, will not consist of a back-and-forth exchange resulting in a contract, but rather will seek clarification or obtain equivalent elements.
- 2.8 INTERVIEWS:** At the District's discretion, BISD may invite one or more Proposers to interview based on a pre-defined agenda and timeline. Said Proposer(s) will be notified by e-mail if the District determines that such demonstrations and interviews are needed. Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District's RFP requirements.
- 2.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by written notice received by the Project Manager prior to the exact hour and date specified as the deadline for receipt of proposals.
- 2.10 LATE PROPOSALS:** Responses submitted after the due date and time noted in this RFP shall not be considered. BISD is not responsible for lateness of U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date stamp clock at Brenham ISD shall be the official date and time of receipt. It shall be Proposer's sole responsibility to ensure that the Proposal is received at the appropriate location by the specified deadline. **There shall be no exceptions to these requirements.**
- 2.11 OPENING PROPOSALS:** Proposals may be opened as soon as received in a manner that avoids disclosure to competing Proposals. A formal public "opening" will not be held. Trade secrets and confidential information contained in Proposals shall not generally be open for public inspection, but BISD's records are subject to the Texas Public Information Act requirements. All Proposals must remain firm for one hundred and eighty (180) days from the due date and time pending acceptance by BISD.
- 2.12 RESPONSIVE PROPOSAL:** To be deemed responsive and qualify for evaluation, a Proposal must be timely submitted and must materially satisfy all mandatory requirements identified in this RFP.
- 2.13 RETENTION OF PROPOSAL DOCUMENTATION:** All Proposal materials and supporting documentation submitted in response to this RFP becomes the permanent property of BISD and will not be returned to Proposer.
- 2.14 FINANCIAL RESPONSIBILITY:** Proposer shall pay all costs related to the preparation and submission of its Proposal.
- 2.15 RESERVATION OF RIGHTS:** BISD reserves the right to:
- 2.15.1** Cancel this RFP in whole or in part, at the sole discretion of BISD.
 - 2.15.2** Accept, reject, or negotiate modifications in any terms of Proposal or any parts thereof.
 - 2.15.3** Reject and/or disqualify any or all Proposals received, award contracts for individual products or services as may appear advantageous, and negotiate separately in any manner necessary to serve BISD's best interests.
 - 2.15.4** Waive any formalities, technicalities, or other defects if deemed in the best interest of BISD; request clarification and/or correction for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
 - 2.15.5** Be the sole judge of quality, make all decisions regarding this RFP, including, without limitation, the right to decide whether a Proposal substantially complies with the requirements of this RFP.
 - 2.15.6** Change delivery locations during the RFP/Contract period. BISD may add and/or delete locations as necessary without change to the pricing of goods and/or services for the length of the RFP/Contract period.
- 2.16 ALTERNATE PROPOSALS:** For an alternate proposal to be considered, it must clearly identify the proposed level of service.

3.0 PROPOSAL INSTRUCTIONS AND REQUIREMENTS

3.1 **COMPLIANCE REQUIRED:** You must follow the instructions detailed below when preparing and submitting your Proposal. BISD, in its sole discretion, may reject your Proposal as non-responsive if you fail to follow these instructions and requirements.

3.2 **REQUIRED ORGANIZATION:** To achieve a uniform review process and obtain the maximum degree of comparability, a Proposal must be organized in the manner specified and shall be submitted in a binder with tabs as set forth below:

- TITLE PAGE:** Include RFP number and name, Vendor's name, address, telephone number, name of contact person, and date.
- TAB 1 – TABLE OF CONTENTS:** Clearly identify the materials by tabs and page numbers.
- TAB 2 –FORMS:** Complete and return Forms A–J and any Attachments set forth in **Section 8.0 of this RFP** in the following order:

All Forms and Attachments are Mandatory:

- FORM A: Execution of Offer**
- FORM B: Vendor Questionnaire**
- FORM C: General Certifications**
- FORM D: EDGAR Certifications**
- FORM E: Exceptions**
- FORM F: Conflict of Interest Instructions and Questionnaire (Form CIQ)**
- FORM G: SB 9 Certification Forms**
- FORM H: IRS Form W-9**
- FORM I: 1295 Form**
- FORM J: Certificate of Insurance (Acord Form) or a letter from Proposer's insurance provider stating that Proposer can provide the levels of insurance required in this RFP**
- FORM K: Confidentiality Declaration Form**

- TAB 3 – PROFILE OF PROPOSER:**
 - Indicate the number of people in your organization and their level of experience and qualifications.*
 - List Proposer's top ten clients (current or former clients from the past two years) indicating the type of goods and/or services provided and/or performed for each client.*

TAB 4 – SCOPE SECTION: Clearly describe the scope of the goods and/or services to be provided based upon the information stated in **Section 6.0, Scope of Work and Specifications**. Respond to each item listed, as appropriate.

- TAB 5 – INVOICE PROCEDURES:** Describe Vendor's invoicing and delivery procedures. Include:
 - Documentation identifying all of Proposer's fees.** (See Section 7.2, Costs)
 - Payment Terms.**

- TAB 6 – PRICE:** In accordance with Section 7.0, provide any and all pricing information including, but not limited to the following.
 - Daily rate(s) by bus capacity, including rate(s) per bus hour and rate(s) per bus mile
 - Include daily rate(s) per bus up to 4.0 hours/60 miles; daily rate(s) per bus over 4.0 hours; daily rate(s) per bus over 60 miles, in the forms provided in Section 7.0.
 - Any minimum call-out charge(s).
 - Hourly rate(s) for bus monitors and/or bus aides.

TAB 7 - ADDENDA: Insert all addenda under this section.

3.3 **FORMAT:** The District requires typed responses. Proposals **must be printed on ONE side of the paper only**. Proposals must be submitted with each copy in its own binder. The original Proposal must be labeled "ORIGINAL," and the two (2)

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true copies must be labeled "COPY." **THE "ORIGINAL" MUST CONTAIN MANUAL SIGNATURES**. One electronic copy of the Proposal (including ALL documents and forms) must be submitted on an USB memory stick Label the outside of each binder and any container for the binders with Proposer's name, address, RFP number, and RFP name.

- 3.4 **ADDENDUM**: Any interpretations, corrections, additions, or changes to this RFP will be communicated to proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal, to determine whether an addendum was issued. All proposers shall comply with the requirements specified in any addendum issued by BISD.
- 3.5 **DISQUALIFICATION**: A proposer may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.
- 3.6 **INTERPRETATION**: This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.
- 3.7 **WITHDRAWAL OF PROPOSALS**: A proposal that has been submitted may be withdrawn prior to the deadline for submission of proposals.
- 3.8 **RESPONSIBLE VENDOR**: A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the requirements set forth in this RFP, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.
- 3.9 **RESPONSIVE PROPOSAL**: Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.
- 3.1 **BISD IS TAX-EXEMPT**: BISD is tax-exempt. Proposal prices should not include taxes.

4.0 EVALUATION AND AWARD

4.1 EVALUATION FACTORS: The BISD Evaluation Committee will conduct a comprehensive, fair and impartial evaluation of all Proposals and will analyze each Proposal to determine overall responsiveness and completeness as defined in Section 6.0, Scope of Work and Specifications. The Evaluation Committee, in its sole discretion, may deem a Proposal non-responsive if Proposer fails to comply with the instructions in this RFP or submits an incomplete Proposal. The Evaluation Committee may, in its sole discretion, eliminate non-responsive proposals from further evaluation.

Criteria #	Criteria Description	Weighted Value
1	the purchase price	30%
2	the reputation of the Proposer and of the Proposer’s goods or services a) Reference checks b) Experience of Proposer in providing goods or services	20%
3	the quality of the Proposer’s goods or services, including expertise of personnel and operational plan	20%
4	the extent to which the goods or services meet the District's needs, including reliability of Proposer, safety plan, model year of vehicles used, etc.	20%
5	the Proposer’s past relationship with the District a) Timeliness b) Compliance with terms of the contract, District requests, etc.	5%
6	the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses - M/WBE analysis	0%
7	the total long-term cost to the District to acquire the Proposer’s goods or services	5%
8	for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0%

4.2 PREFERENCES: BISD may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Vendor must explicitly claim preferences. See Tex. Gov’t Code § 2252.001-.004. BISD may not apply geographic preferences in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by BISD in a Child Nutrition Program. See 2 C.F.R. § 200.319.

4.3 CONFLICT OF INTEREST: No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. See 2 C.F.R. § 200.318(c)(1). BISD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. BISD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. For more information regarding conflicts of interest, see Form H attached hereto and incorporated by reference.

4.4 SIMILAR PRODUCTS: Whenever BISD refers to a product by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied, as applicable. The specified product shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable.

4.5 NON-EXCLUSIVITY AND MULTIPLE AWARDS: Any Contract resulting from this RFP is non-exclusive. BISD reserves the right to make no awards or award one or more Contracts, in part or in whole, to a single Vendor or to multiple Vendors, and Vendors should take this into account when submitting proposals.

4.6 DISQUALIFICATION: Proposer may be disqualified before or after BISD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Vendor’s response may also result in disqualification.

4.7 MINORITY AND WOMEN’S BUSINESS ENTERPRISE (MWBE): In an effort to encourage minority and women owned businesses to participate in BISD business and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District to do so. Interested

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Proposers should obtain additional information concerning the District's location of schools and offices and consider submitting their Proposal for any one or more schools and/or departments, or the entire District.

- 4.8 ENVIRONMENTAL INITIATIVES:** BISD is committed to reducing waste and promoting energy conservation. Toward that end, Proposers are encouraged to provide their company's environmental policy and green initiative.
- 4.9 FINANCIAL INFORMATION:** Proposer may be required to submit a current audited financial statement. The Project Manager will determine the necessity of financial information. In the event Proposer does not have an audited statement, other information such as an unaudited statement or copies of Proposer's federal income tax returns, with all amendments, may be required.
- 4.10 APPEAL/PROTEST PROCESS:** Any Vendor who submitted a proposal may appeal BISD's award, if the appeal is based on deviations from laws, rules, regulations, or BISD Board policies. BISD Board Policy GF (Local) applies to any Vendor wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Vendor shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail. Complaints/appeals must be received by the close of business on or before the 15th BISD business day after award of the contract. In the event Vendor is unsure about the award of the contract, it is the Vendor's responsibility to contact BISD on the next business day after the award is announced and verify details concerning the award.
- 4.11 AWARD OF CONTRACT:** In accordance with applicable laws, rules, and regulations for public procurement, any award(s) will be made to the Responsible Vendor(s) whose Proposal(s) is/are determined to be the Best Value to BISD.
- 4.12 FORMATION OF CONTRACT (EXECUTION OF OFFER):** A signed and submitted Proposal constitutes an offer to Contract with BISD to provide the goods and/or perform the services specified in this RFP. An RFP does not become a contract unless and until it is accepted by BISD after approval by the BISD Board of Trustees. Vendor must submit a signed Execution of Offer, thus eliminating the need for the formal signing of a separate contract. **No Vendor shall obtain any interests or rights in any award until the District signs the Execution of Offer.**
- 4.12.1** BISD does not sign Vendor contract forms. In the event that BISD awards a project to Vendor and Vendor requests changes to the District's standard Contract form, the District reserves the right to cancel the award and re-award the project to an alternate Proposer.
- 4.12.2** In the event of a license agreement or other contract document requested by Vendor for execution, BISD reserves the right to review and to amend such document in BISD's discretion.

5.0 GENERAL TERMS AND CONDITIONS

The words “bids,” “request for proposals,” “quotes,” “RFPs,” “solicitation,” “procurement,” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term “Vendor” means each awarded vendor chosen by BISD.

These General Terms and Conditions are part of the final Contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation.

Proposers are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED IN THE PROPOSAL.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by BISD and eliminated from further consideration by BISD.

- 5.1 AGREEMENT TERMS; AMENDMENT:** The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor’s order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by BISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by BISD’s Superintendent or designee after any necessary approvals have been obtained from the BISD Board of Trustees.
- 5.2 ASSIGNMENT OF AGREEMENT:** Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of BISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of BISD. Vendor is required to notify BISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.
- 5.3 CAPTIONS:** The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 5.4 COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the Uniform Guidance for Federal Awards (2 CFR Part 200), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to BISD. For the entire duration of this Agreement, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the BISD’s Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site.
- 5.5 CONFIDENTIALITY:** Vendor acknowledges that BISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability BISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by BISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.
- 5.6 CONTRACT TERM:** Unless otherwise provided or required by BISD, a Contract which results from this RFP shall be for a period of five (5) years from the effective date of the Contract with an exclusive option by BISD to renew for an additional five-year term, or as otherwise stated in the Contract. Alternately, BISD may approve longer or shorter terms upon the mutual consent of the parties. At BISD’s option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. Contract prices, terms and conditions are to remain in force during the transitional period. Should the Contract with Vendor terminate during the initial or any renewal term for any reason, BISD reserves the right to have the same transitional period, prices, terms and conditions as if the Contract terminated at the expiration of that term. The phrase “Term” in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.
- 5.7 ENTIRE AGREEMENT:** This Agreement, the procurement solicitation issued by BISD, and Vendor’s proposal submitted in response to BISD’s procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supercede any other representations,

agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by BISD or Vendor's proposal submitted in response to BISD's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by BISD and Vendor's proposal submitted in response to BISD's procurement solicitation, BISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

- 5.8 FORCE MAJEURE:** Neither BISD or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, BISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of BISD's contractual, legal, or equitable rights.

- 5.9 GOVERNING LAW AND VENUE:** The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. The mandatory, exclusive jurisdiction for any dispute under this Agreement is in the state and federal courts in Washington County, Texas.

- 5.10 BISD PROPERTY:** In the event of loss, damage, or destruction of any property owned by or loaned by BISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify BISD and pay to BISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of BISD's determination of the amount due. If Vendor fails to make timely payment, BISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by BISD.

- 5.11 INDEMNIFICATION: VENDOR SHALL INDEMNIFY AND HOLD BISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER.** Vendor's obligations under this clause shall survive acceptance and payment by BISD.

- 5.12 INSURANCE:** Vendor is required to provide BISD with copies of certificates of insurance for Texas Worker's Compensation and General Liability Insurance. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to BISD prior to commencement of any work under this Agreement. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to BISD. Vendor shall give BISD a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below.

Minimum Insurance Requirements:

- Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Vendor. These requirements do not establish limits of Vendor's liability.
- All policies of insurance shall waive all rights of subrogation against BISD, its officers, employees, and agents.
- BISD shall be named as an "additional insured" on insurance policies, except Worker's Compensation.
- Upon request, certified copies of original insurance policies shall be furnished to BISD.
- BISD reserves the right to require additional insurance should BISD deem additional insurance necessary, in BISD's sole discretion.

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- A. Workers' Compensation (with Waiver of subrogation to BISD) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
- B. Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage.
 - \$300,000 each occurrence Limit Bodily Injury and Property Damage combined
 - \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate
 - \$300,000 Personal and Advertising Injury Limit
- C. Automobile Liability Coverage
 - \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined

- 5.13 INTERPRETATION:** Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.
- 5.14 INVOICES; PAYMENTS:** Invoices shall be directed to BISD's Business Office. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during BISD's fiscal year in which the good(s) and/or services are purchased. Vendor may offer the District a discount for payment of an invoice(s) with stated discount terms. Vendor's invoices should be sent to Brenham Independent School District, P.O. Box 1147, Brenham, TX 77834-1147. Alternative payment terms may be accepted, in BISD's sole discretion. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date BISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date BISD receives an invoice for the goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from BISD not later than the tenth (10th) day after the date Vendor receives the payment from BISD. The exceptions to payments made by BISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.
- 5.15 NEW AND/OR ADDITIONAL PRODUCTS/SERVICES:** New or additional products/services that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from BISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. No products/services may be added to avoid competitive procurement procedures. BISD may reject any proposed additions, without cause, in its sole discretion.
- 5.16 NO SUBSTITUTION:** Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by BISD, Vendor will not deliver substitutes without prior authorization from BISD.
- 5.17 NO AGENCY OR ENDORSEMENTS:** BISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of BISD and is not an employee, agent, joint venturer, or partner of BISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between BISD and Vendor or BISD and any of Vendor's agents. Vendor agrees that BISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.
- 5.18 NON-APPROPRIATION CLAUSE:** Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on BISD by this Agreement, BISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of BISD if it is determined by BISD, in BISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of BISD's current revenue only.
- 5.19 PENALTIES:** If Vendor is unable to provide the goods or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, BISD may take the following action(s), in BISD's sole discretion, and Vendor agrees to comply with BISD's action(s):
- (a) insist that Vendor honor the quoted price(s) specified in Vendor's proposal;
 - (b) have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal (as determined by BISD);
 - (c) have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or

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- (d) recommend to BISD's Board of Trustees that Vendor no longer be given the opportunity to submit a proposal to BISD and/or that this Agreement be terminated.
- 5.20 PERFORMANCE:** Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement.
- 5.21 PRICES:** All prices in Vendor's proposal shall be firm for the Term of the Agreement. Vendor may request a price increase each renewal term (if any), in an amount that constitutes the lesser of 10% or the percentage increase in the Services category of the Consumer Price Index; if the CPI is zero or negative, the prices will remain unchanged for the renewal term. Any other price changes shall be presented to BISD for acceptance or rejection by BISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by BISD prior to taking effect, and the following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).
- 5.22 QUANTITIES:** Because all commodities will be provided on an "as needed" basis, BISD makes no representation either orally or in writing to the amount of commodities, services, or related items BISD will use during the Term of the Agreement.
- 5.23 RECORDS RETENTION:** Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to BISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by BISD for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by BISD of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.
- 5.24 RIGHT TO AUDIT:** BISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to BISD in connection with Vendor's work for BISD and shall be open to inspection and subject to audit and/or reproduction by BISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:
- (a) Vendor's compliance with this Agreement and the requirements of the solicitation,
 - (b) compliance with BISD procurement policies and procedures,
 - (c) compliance with provisions for computing billings to BISD, and/or
 - (d) any other matters related to this Agreement.
- 5.25 SAFETY:** Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by BISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by BISD. Vendor shall indemnify and hold BISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.
- 5.26 SEVERABILITY:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 5.27 SUBCONTRACTORS:** If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to BISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between BISD and any such subcontractor, nor shall it create any obligation on the part of BISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.
- 5.28 TAXES:** BISD is tax-exempt, and BISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. BISD shall not be liable for any taxes resulting from this Agreement.
- 5.29 TAX RESPONSIBILITIES OF VENDOR AND INDEMNIFICATION FOR TAXES:** Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold BISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social

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Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

- 5.30 TERMINATION OF CONTRACT:** This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of BISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, BISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of BISD. BISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. BISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if BISD believes, in its sole discretion, that it is in the best interest of BISD to do so. Vendor agrees that BISD shall not be liable for damages in the event that BISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.
- 5.31 TITLE AND RISK OF LOSS:** Whenever BISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of BISD's acceptance of the item or payment of the applicable invoice. All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery** and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal.
- 5.32 WAIVER:** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
- 5.33 WARRANTY:** All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of BISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by BISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.
- 5.34 WORKFORCE:** Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on BISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on BISD's property.
- 5.35 WORK STOPPAGE:** If, following seven (7) calendar days of a written notice to a Vendor identifying defective or nonconforming work, the Vendor or its subcontractors fail to correct such defective or nonconforming work, BISD may order the Vendor to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Vendor or its subcontractors. Should the Vendor not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of BISD's order to stop further work, as set forth above, BISD may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to the Vendor. In no event shall BISD be liable or responsible to Vendor or any other person for or on account of any stoppage or delay in work.
- 5.36 SAFETY DATA SHEETS (SDS):** In the performance of Vendor's services, Vendor shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Vendor shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of Vendor's activities. The Federal Government requires that the District obtain current and accurate Safety Data Sheets for each product which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. The successful vendor must furnish these sheets on all items with the initial delivery of each item to the warehouse and/or campus location.
- 5.37 DISPUTE RESOLUTION:** At the sole option of the District, BISD may require Vendor and BISD to submit any and all disputes to the alternative dispute resolution process of non-binding mediation. Vendor and BISD agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to this Contract, Vendor and BISD further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written

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settlement agreement if BISD requires non-binding mediation. Any such mediation shall take place in Washington County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed-upon mediator. BISD will have the first opportunity to strike a name from the list. All fees and costs of the mediation shall be shared equally between the parties. No formal record shall be made of the mediation.

5.38 ATTORNEYS' FEES: In connection with BISD's defense of any suit against it and/or BISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Contract, in which BISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, BISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action. Likewise, in connection with Vendor's defense of any suit against it and/or Vendor's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Contract, in which Vendor prevails as to all or any portion of its defense(s), claims, counterclaims or actions, Vendor shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

5.39 NOTICE: Any notice required to be given relating to the Contract shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: ***Vendor's Contact Name and Address as listed in Form B***

To: Brenham Independent School District
Attn: Assistant Superintendent of Operations
P.O. Box 1147
Brenham, TX 77834-1147

If delivered by hand:
Brenham Independent School District
Attn: Assistant Superintendent of Operations
711 E. Mansfield
Brenham, TX 77834

Any party may designate a different address by giving the other party ten (10) days prior written notice in the above manner.

6.0 SCOPE OF WORK AND SPECIFICATIONS

6.1 SCOPE OF WORK: BISD is seeking proposals for pupil transportation services as outlined in this RFP, including the specifications detailed below.

6.2 PERSONNEL REQUIREMENTS: Vendor shall ensure that all drivers employed to drive in the District meet all state and federal requirements for a school bus driver. A driver may not drive a school bus transporting students unless all requirements have been met. The District (or third-party under contract with the District) shall retain the authority to examine all personnel records of the Vendor to determine compliance with the Contract.

6.2.1 Vendor shall ensure that all drivers display their current driver's license, certification card, and/or medical card upon request of a District official or District-authorized individual.

6.2.2 Vendor, at Vendor's expense, shall provide uniform shirts approved by the District to be worn by all drivers and bus monitors/aides while on duty performing services under the Contract for the District.

6.2.3 Vendor shall maintain an adequate number of substitute drivers to cover routes when regular drivers are absent or driving field trips. Vendor must make office personnel available to answer telephone calls from the District and respond to driver communications during operation of routes.

6.3 ROUTING: Routes and schedules will be established cooperatively by Vendor and District, conforming to the needs of the District. Digital routing capability is preferred.

6.3.1 Vendor is responsible for providing written suggestions for ways to reduce miles and routes prior to each school year and as ridership changes during the school year.

6.3.2 Vendor shall provide a monthly report detailing the route number, the total number of riders per trip (average based on actual counts; counts must be separated by campus), bus capacity and the percentage of bus capacity used per trip.

o **Example**

Route	Trip	Campus	Passengers	Bus Cap.	% Used
24	1 AM	Elementary	67	71	94.36%
24	2 AM	High School	45	47	95.74%

Vendor shall provide data requested by the District in the format requested by the District.

In addition to providing daily pupil transportation services, Proposer should be prepared to fulfill all of the District's field trip and extracurricular transportation needs.

6.4 PERFORMANCE: The District's goal is to contract with a pupil transportation provider that enhances the services provided by the District, including ensuring "customer" satisfaction. Customers can be, but are not limited to, students, faculty, District employees, and the families served by the District.

6.4.1 Monthly on-time performance reporting by route and trip is required. The report shall include a monthly percentage of on-time performance. Failing to meet the on-time performance rate of 95% monthly will subject the Vendor to liquidated damages of \$500.00 per route.

- The District understands that unplanned weather conditions, detours and traffic delays (other than normal traffic delays) will occur. The monthly report will include a section detailing route delays not included in the counts for the performance rate of 95%. However, Vendor must be able to demonstrate a communication plan for such occurrences to maintain a minimum number of delays not counted.

6.4.2 Any complaint directed to the District and/or the Vendor must be responded to by Vendor within seventy-two (72) hours of receipt of the complaint. Vendor's resolution of the complaint must be provided to the District, in writing, via email, by the deadline.

6.4.3 Vendor will be responsible for completing all transportation state reports on the behalf of the District. Vendor is to ensure Vendor's staff has been properly trained how to accurately complete the state reports. Information for the reports must be gathered throughout the school year; therefore the District requires all required training to be completed within 60 days after start of the Contract. Vendor shall provide the District with copies of the reports and all supporting documents in digital format.

6.5 SAFETY:

6.5.1 Crash reports. Vendor shall provide crash reports on a monthly, quarterly, and annual basis to the District, detailing:

- Number of Minor Crashes – Number of crashes per 100,000 miles
 - o "Minor Crash" is defined as physical contact with a school bus to another vehicle or any object, no police report was filed, and medical treatment was not required.
- Number of Crashes – Number of Crashes per 100,000 miles (does not include minor crashes)

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- “Crash” is defined as an event that caused more than \$1,000 in property damage or was severe enough to cause someone to seek medical attention.
- Injury report based on Crash Report Criteria that includes the following:
 - Incapacitating Injury
 - Non-Incapacitating Injury
 - Possible Injury
 - Killed
 - Not Injured
- Total Number of Crashes - Number of Crashes per 100,000 miles
 - Sum of both Minor Crashes and Crashes

The District reserves the right to outline specific crash notification processes and reporting procedures to Vendor not specifically detailed in this RFP. **Proposers are requested to include their crash notification processes and reporting procedures in their Proposals.**

6.5.2 Injury Report (same reporting timelines as required with crashes) of injuries not listed in the crash report The District reserves the right to outline specific injury notification processes and reporting procedures to Vendor not specifically detailed in this RFP. **Proposers are requested to include their injury notification processes and reporting procedures in their Proposals.**

6.5.3 Video cameras. Vendor is required to supply video cameras for all route buses at Vendor’s expense, and Vendor is to maintain the video cameras in working order at Vendor’s expense. The video camera system must allow the selection of incidents from the video to be downloaded without requiring the transfer of the whole recording. The digital copy of a particular incident or requested video footage will be provided to the appropriate administrator when requested by the District.

6.5.4 Discipline. Vendor is required to timely report serious or persistent misconduct on the part of students to the designated District employee. The District, in its sole discretion, shall decide the disciplinary measures, if any, to implement, in accordance with the District’s discipline management program, Student Code of Conduct, and applicable policies.

6.6 BUS STANDARDS; MAINTENANCE:

6.6.1 Vendor must supply vehicles that meet or exceed all state and federal requirements and laws, including, but not limited to, Texas School Bus Specifications as published by the Texas Department of Public Safety.

6.6.2 **No buses shall be older than seven years at the start of the Contract.** Proposers must own all vehicles used in connection with providing services to the District.

- In the event Vendor has a fleet of vehicles and may bring vehicles in the District from other locations, Vendor is not permitted to bring more than 50% used buses into the District. By way of example, if 6 buses are brought into the District for school year 18-19, then 3 could be used and 3 must be new, maintaining less than the average fleet age chosen.

6.6.3 Signage on vehicles used in the District:

- All school buses used in the District must indicate the District’s name on the side of the school bus, meeting the lettering requirements in the Texas School Bus Specifications
- All school buses used in the District must indicate a number distinguishing that vehicle from other vehicles in the fleet for easy public identification.
- Texas law permits school districts to display certain advertisements on transportation vehicles. The District retains the right to contract with a vendor to display approved advertisement on transportation vehicles provided under the Contract. All revenue/advertisement charges resulting from transportation vehicle advertisement will be the property of the District.

6.6.4 Vendor shall maintain all vehicles in a clean, non-offensive smelling, safe and reliable mechanical condition.

6.6.5 Vendor shall equip all vehicles with proper communication systems that shall enable a central dispatcher to contact the driver. GPS tracking capabilities are preferred.

6.6.6 Vendor shall be responsible for vehicle upgrades mandated by law during the life of the Contract, including the costs associated with mandatory upgrades.

6.6.7 Vendor shall comply with all applicable laws, rules, and regulations governing school buses, including, without limitation, Chapter 34 of the Texas Education Code and 37 Texas Administrative Code Chapter 14.

- Prior to the start of each school year, Vendor shall provide District with a list of vehicles used under this Contract that includes the vehicle number, license number, which state the school bus specifications was manufactured to be in compliance with, model year and odometer reading, passenger capacity, fuel type, air conditioned or not, W/C lift or not, and assignment (route, spare, etc.).
- 37 Texas Administrative Code (TAC) 14.53 requires Vendor to provide the Texas Department of Public Safety (TXDPS) written notice for each vehicle, indicating the vehicle identification number, year model,

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and state specifications the school bus was manufactured. The written notice must indicate this vehicle has been brought into compliance with the Texas School Bus Specification that was in place the date the school bus was manufactured. Vendor shall copy the District on each written notice provided to the Texas Department of Public Safety for each bus used in the District.

- The District may have a third party inspect each school bus to verify whether the school bus meets specifications and regulations required by state law. The cost for any such inspection will be at the expense of the Vendor.
- Texas Education Code Section 34.002 requires school buses to meet Texas School Bus Specifications and authorizes the Texas Education Agency to withhold state transportation funding if a district fails to meet the requirements. Vendor shall be responsible for any loss of state funds by the District as a result of any school buses not in compliance with applicable law, and Vendor shall pay District the amount of funds disallowed immediately upon notice to Vendor by the District.
- Failure to notify the TXDPS and/or the District as required by applicable law in the required timeline will subject Vendor to liquidated damages of \$500.00 per bus, per occurrence.

6.6.8 In the event Vendor uses vehicles used as charter buses by organizations other than the District, when those vehicles are operated as charter buses for organizations other than the District, all markings identifying the District must be covered. Vendor must clean all vehicles and remove all trash left on the buses after the charter has been completed. Failure to properly clean the bus(es) after a charter will subject Vendor to liquidated damages of \$500.00 per bus per occurrence.

6.7 **COMPLIANCE WITH SCOPE AND SPECIFICATIONS.** Provide information regarding the following in **TAB 4 – SCOPE SECTION:**

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

6.7.2 Experience in School Transportation: Proposer shall provide a statement of its qualifications to provide the specific services requested herein. Proposer should also include a narrative describing of its past relevant experience (if any) working with the District.

6.7.3 Staffing Plan: Proposer shall submit a staffing plan that clearly shows how the daily operations of the local transportation facility will be managed during the normal hours of operation and during any emergency or after-hours. This plan must include both operations and vehicle maintenance functions.

6.7.4 References: Proposer shall supply a list of five references (preferably Texas school districts). Names, addresses and phone numbers of the references must be included, as well as dates that Proposer was under Contract with the references.

6.7.5 Maintenance Program: Proposer shall provide a description of its proposed vehicle maintenance program and how it will be administered.

6.7.6 Driver Hiring and Retention Program: Proposer shall provide a description of its hiring process and the selection criteria used. Proposer shall detail any employee/driver drug-screening program.

6.7.7 Driver Safety and Training Program: Proposer shall provide an overall description of its training process and driver education program.

6.7.8 Student Safety Program: Proposer shall provide a description of how it will address the issue of student safety in the District, including any educational programs it has previously successfully implemented. Proposer shall indicate whether the Proposer will provide seatbelts for buses provided under the Contract.

6.7.9 List of Bus Driver Qualifications: Proposer shall submit a list of bus driver qualifications, certifications and indications of ability to meet all driver requirements under applicable Texas law and regulations, and how Proposer proposes to supply these drivers, assuming existing drivers will not be available. Proposer must specifically discuss how it obtains and reviews each driver's driving record and criminal history information. Proposer must provide actual redacted copies of 5 school bus driver records processed according to Texas state law.

6.7.10 Mechanics Training and Certification Process: Proposer shall describe its mechanic training and certification process.

6.7.11 Customer Service Philosophy and Customer Feedback: Proposer shall describe its customer relations philosophy and its program in this area. Proposer 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.

6.7.12 Plan For Substitute Buses and Relief Drivers: Proposer shall address the provision for substitute buses (in the amount of 10% of the fleet) and drivers (in the amount of 10% of route driver corps) needed for performance under the terms of the Contract.

6.7.13 Software: Proposer shall provide a detailed explanation of the software used by the Proposer, including years of experience with the software. Such software includes, but is not necessarily limited to, automated student ridership and routing software. Proposer shall also indicate whether GPS capability is offered and if so, describe in detail the GPS utilized and the reports capable of being generated by such.

6.8 DISTRICT-PROVIDED INFORMATION, FACILITIES, AND FUEL

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

6.8.2 The District requires Vendor to lease the District's Transportation Center to house Vendor's buses, perform maintenance, and perform Vendor's operations with respect to the District. Under the District's current lease for pupil transportation services, the current vendor pays \$0.00 per year to lease the District's Transportation Center; the District reserves the right to negotiate lease terms, including rental payments, with Proposer(s), particularly in light of Proposers' pricing information.

- In the event the selected Vendor desires to lease the Center, Vendor will have a nonexclusive right to use the Center in the conduct of its operations and shall comply with all federal, state, and local environmental quality laws and rules.
- In the event the selected Vendor desires to lease the District's Transportation Center ("Center"), Vendor will be responsible for:
 - day-to-day maintenance and repairs of the Center due to routine wear and tear, including interior painting, cleaning, and non-environmental waste disposal. Vendor will install long distance telephone service and computer data lines as needed (Vendor responsible for line charges), and cover the cost of personal property taxes and insurance for Vendor's equipment. The District will provide existing furniture and office equipment.
 - maintenance of any shop and office equipment that the District provides Vendor usage of and shall be responsible for all damage caused by the negligence and/or intentional act of Vendor or its employees, excluding normal wear and tear. Vendor will be responsible for cleaning shop area and waste disposal area.

6.8.3 Fuel. Fuel will be paid for and provided by the District.

7.0 PRICING AND DELIVERY INFORMATION

- 7.1 **TAX-EXEMPT:** BISD is exempt from and will not be responsible for payment of any taxes. Proposals should not include taxes.
- 7.2 **COSTS:** Proposer must enumerate all costs associated with the services. Any costs associated with the services not explicitly enumerated and discussed in the Proposal will not be honored. Proposer shall provide information on its standard fee arrangement for any goods and/or services proposed, and any discounts offered.
- 7.3 **PRICING [TAB 6]:** For all proposed goods and services, alternates, new products, and optional services, Proposals must provide pricing information, including any additional pricing examples. For alternates, new products, and optional services, Proposer shall provide independent and separate pricing information. BISD may request that Vendor provide discounts or other adjustments, on a per-Purchase Order basis. **You must comply with the following requirements when submitting any and all pricing information:**

- 7.3.1. **Lowest and Best Price.** Proposer should propose his/her lowest and best price (as applicable) on each good and/or service that is the subject of this RFP.
- 7.3.2. **Firm Prices.** Proposed prices and discount percentages must be firm (fixed) for the entire proposal period. However, if Proposer believes it has a better (more cost-effective method) method, such Proposal may be considered, but only as an alternate proposal and should be noted on Form G, Exceptions. In the event Proposer's price(s) will be adjusted or escalated upon a renewal (if any) or an annual basis of the fixed-price contract awarded pursuant to this RFP, Proposer must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal or on an annual basis.
- 7.3.3. **Two Decimal Points.** Due to system constraints, **pricing must be to no more than two (2) places past the decimal point.** BISD reserves the right on any Proposals submitted where pricing is more than two (2) places past the decimal point to round the price down to two (2) places past the decimal point.
- 7.3.4. **All-Inclusive.** All costs associated with the services must be enumerated in the Proposal. Any costs associated with the services not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered.
- 7.3.5. **Optional services.** Proposer(s) are required to provide BISD with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.
- 7.3.6. **Proposal Pricing Form.** Proposer(s) are required to provide pricing information in the following forms. All time and mileage charges for all transportation trips shall begin and end at the District's transportation center (if utilized by Vendor, or as otherwise indicated by Vendor in its Proposal) and shall include total driver's time, including time for bus pre-trip checkout, cleanup, layover time, child check and post-trip cleanup. Proposer must provide pricing information for any minimum call-out charge(s); if none is provided, the District will assume no minimum call-out charge(s) will be imposed.

a. For Daily Home-to-School and Special Education Transportation Services (using *non-air-conditioned* buses):

Bus Capacity*	Daily Rate per bus to 4.0 hours and 60 miles	Daily Rate per Bus Hour over 4.0 hours	Daily Rate per Bus Mile over 60 miles
1-20			
21-47			
48-72			
73-89			

* Listed bus capacities are approximations. Proposers should include their proposed bus capacities.

b. For Daily Home-to-School and Special Education Transportation Services (using *air-conditioned* buses):

Bus Capacity*	Daily Rate per bus to 4.0 hours and 60 miles	Daily Rate per Bus Hour over 4.0 hours	Daily Rate per Bus Mile over 60 miles
1-20			
21-47			
48-72			
73-89			

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* Listed bus capacities are approximations. Proposers should include their proposed bus capacities.

c. For Other Transportation, using buses assigned to regular morning or afternoon school day runs:

Bus Capacity*	Minimum Call-Out Charge	Rate per Bus Hour	Rate per Bus Mile
1-20			
21-47			
48-72			
73-89			

* Listed bus capacities are approximations. Proposers should include their proposed bus capacities.

d. For Summer School/Extended District School Year Home-to-School and Special Education Transportation Services (using non-air-conditioned buses): BISD requires Proposers to submit rates for transportation services during Summer School/Extended District School Year, according to the dates and times set for such programs by BISD. The rates submitted here shall apply to transportation services provided after the conclusion of BISD's regular school year.

Bus Capacity*	Daily Rate per bus to 4.0 hours and 60 miles	Daily Rate per Bus Hour over 4.0 hours	Daily Rate per Bus Mile over 60 miles
1-20			
21-47			
48-72			
73-89			

* Listed bus capacities are approximations. Proposers should include their proposed bus capacities.

e. For Summer School/Extended District School Year Home-to-School and Special Education Transportation Services (using air-conditioned buses): BISD requires Proposers to submit rates for transportation services during Summer School/Extended District School Year, according to the dates and times set for such programs by BISD. The rates submitted here shall apply to transportation services provided after the conclusion of BISD's regular school year.

Bus Capacity*	Daily Rate per bus to 4.0 hours and 60 miles	Daily Rate per Bus Hour over 4.0 hours	Daily Rate per Bus Mile over 60 miles
1-20			
21-47			
48-72			
73-89			

* Listed bus capacities are approximations. Proposers should include their proposed bus capacities.

f. Bus Monitors and/or Bus Aides:

BISD may require the use of bus monitors and/or bus aides. Proposers must detail the hourly rate for bus monitors and/or bus aides. Billable time is to be based on total driving time, including layover time. Bus monitors and/or bus aides working in excess of 40 hours in one week shall be billed at one-and-one-half (1.5) times the hourly rate proposed.

Bus Monitor/Bus Aide Hourly Rate:	
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7.4 DELIVERY TERMS [TAB 5]: You must respond to the following requests under Tab 5:

- 7.4.1 Describe Vendor's service procedure and state the proposed time frame from customer request to product or service delivery and completion.
- 7.4.2 Describe how Vendor deals with delays. How does Vendor notify its customers of delay?
- 7.4.3 Detail Vendor's average percentage of on-time services.