La Vega Independent School District

REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFP)

RFP Number: 2017-001
RFP Title: Pupil Transportation Services
Due Date: June 6, 2017
Prior to: 2:00 p.m.

Pre-proposal Conference: May 23, 2017 at 10:00 a.m.

Sealed bids/RFP will be received in accordance with the attached specifications. The sealed envelope containing your RFP should be plainly marked with the RFP title, number, and opening date and time. Bids/RFPs are publicly opened. You are invited to attend. PLEASE NOTE: Late bids/RFPs WILL NOT be accepted.

Mail or deliver one (1) original and two (2) complete copies of RFP package to:

La Vega Independent School District
Attn: Diane Roepke
Deputy Superintendent for Finance
400 E. Loop 340
Waco, TX  76705

All questions must be submitted in writing (email preferred) and received on or before seven (7) calendar days prior to the opening date. No verbal responses will be provided. Address questions to contact below (type RFP # in subject line):

Diane Roepke
Email: diane.roepke@lavegaisd.org

BIDDER/PROPOSER IDENTIFICATION: (Please print information clearly.)

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Phone:</td>
</tr>
<tr>
<td></td>
<td>Fax:</td>
</tr>
<tr>
<td>City/St/Zip:</td>
<td>Email:</td>
</tr>
</tbody>
</table>

You MUST sign the RFP Response Form on page 4 in order for your RFP to be accepted.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION I Response Checklist &amp; Proposer Forms</td>
<td>3</td>
</tr>
<tr>
<td>SECTION II Special Terms &amp; Conditions/RFP Specifications</td>
<td>13</td>
</tr>
<tr>
<td>SECTION III Proposal Pricing</td>
<td>20</td>
</tr>
<tr>
<td>SECTION IV RFP Evaluation Criteria</td>
<td>34</td>
</tr>
<tr>
<td>SECTION V Instructions to Proposers</td>
<td>35</td>
</tr>
<tr>
<td>SECTION VI RFP Requirements and Conditions</td>
<td>38</td>
</tr>
<tr>
<td>SECTION VII General Terms and Conditions</td>
<td>40</td>
</tr>
</tbody>
</table>
SECTION I

PROPOSAL RESPONSE CHECKLIST

To be considered a responsive RFP, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G), the Cover Page, and Sections II and III, plus any/all attachments or documents requested, must be completed with all requested information, SIGNED and RETURNED sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time.

Please verify that the documents listed below have been completed, signed, and included in your RFP prior to submittal. Failure to return these documents may cause your RFP to be rejected.

☐ Completed – Cover Page (page 1)
☐ Completed – RFP Response Form – Form A
☐ Completed – Deviation/Compliance – Form B
☐ Completed – Non-Collusion Statement – Form C
☐ Completed – Criminal Background Check and Felony Conviction Notification – Form D
☐ Completed – Nonresident Bidder’s Certification – Form E
☐ Completed – Debarment or Suspension Certification – Form F
☐ Completed – CIQ – Form G
☐ Completed—Vendor Data Form—Form H
☐ Section II – Special Terms & Conditions/Bid Specifications
☐ Completed – Section III – Proposal Pricing
☐ Submittals 1 through 17
☐ Worker’s Compensation Certificate
☐ Insurance Certificate
☐ Contract Documents
☐ Three years of financial statements and balances
☐ Bus inventory form (capacity, year, make and mileage)
☐ Bid Security
FORM A

RFP RESPONSE FORM

The undersigned, in submitting this RFP and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this RFP; that he/she will abide by all the policies and procedures of La Vega ISD; and that he/she has read this entire RFP package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this RFP.

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

SUBMITTED BY:

Firm: __________________________________________________________________________

(LEGAL Firm Name)

By: __________________________________________________________________________

(Original Signature)

Name: __________________________________________________________________________

(Typed or Printed Name)

Title: __________________________________________________________________________

(Type or Printed Title) (Date)

Contact Representative: __________________________________________________________________________

Address: __________________________________________________________________________

City/ST/Zip: __________________________________________________________________________

Phone #: __________________ Fax #: __________________

Email: __________________________________________________________________________

Taxpayer Identification #: __________________________________________________________________________

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

Prompt Payment Discount: __________ % __________ Days

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

Addendum No. 1 ________________________ Addendum No. 3 ________________________

Addendum No. 2 ________________________ Addendum No. 4 ________________________
FORM B

DEVIATION/COMPLIANCE SIGNATURE FORM

If the undersigned Firm intends to deviate from the Specifications listed in this RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFP award decisions, and the District reserves the right to accept or reject any RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Firm assures the District of his/her full compliance with the Terms and Conditions, Specifications, and all other information contained in this RFP document.

☐ No Deviation
☐ Yes Deviations

Firm’s Name: ________________________________

Name of Authorized Company Official: ________________________________

(Typed or printed)

Title of Authorized Company Official: ________________________________

(Typed or printed)

Signature of Authorized Company Official: ________________________________

Date Signed: ________________________________

If yes is checked, please list below. Attach additional sheet(s) if needed.

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
FORM C

NON-COLLUSION STATEMENT

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

Firm’s Name: ________________________________________________________________

Name of Authorized Company Official: __________________________________________

(Typed or printed)

Title of Authorized Company Official: __________________________________________

(Typed or printed)

Signature of Authorized Company Official: ______________________________________

Date Signed: _______________________________________________________________

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

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK
Firm will obtain history record information that relates to an employee, applicant for employment, or agent of the Firm if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Firm certifies to the LVISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Firm shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from LVISD’s property or other location where students are regularly present. LVISD shall be the final decider of what constitutes a “location where students are regularly present.” Firm’s violation of this section shall constitute a material breach and default.

(b) FELONY CONVICTION NOTIFICATION
Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.” The district must compensate the person or business entity for services performed before the termination of the contract.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm’s Name: __________________________________________

Name of Authorized Company Official: ____________________________

(please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official: ____________________________

Date: ____________________________

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

Signature of Company Official: ____________________________

Date: ____________________________

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): __________________________________________

Details of Conviction(s): __________________________________________

Signature of Company Official: ____________________________

Date: ____________________________

La Vega ISD Pupil Transportation Services RFP #2017-001}
Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the La Vega ISD pursuant to this RFP on any and all La Vega ISD campuses or facilities. Vendor will not assign individuals to provide services at a La Vega ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the La Vega ISD Business Office.
FORM E

RESIDENT/NONRESIDENT BIDDER’S CERTIFICATION

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

Section 2252.001(3)
“Nonresident bidder” means a bidder who is not a resident.

Section 2252.001(4)
“Resident bidder” means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002
A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that ____________________________ is a

Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)

Signature of Authorized Company Official: __________________________
Name of Authorized Company Official: __________________________

I certify that ____________________________ is a

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

City and State: __________________________

Signature of Authorized Company Official: __________________________
Name of Authorized Company Official: __________________________

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

Does the vendor or the vendor’s ultimate parent company or majority owner employ at least 500 persons in Texas? Yes _____ No _____
FORM F

DEBARMENT OR SUSPENSION CERTIFICATION FORM

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

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

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

Firm’s Name: ____________________________________________________________

Name of Authorized Company Official: ___________________________________

(Typed or printed)

Title of Authorized Company Official: ___________________________________

(Typed or printed)

Signature of Authorized Company Official: _________________________________

Date Signed: ___________________________________________________________
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

1 Name of person doing business with local governmental entity.

2 [ ] Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

   Name of Officer

   This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

   [ ] Yes   [ ] No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

   [ ] Yes   [ ] No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

   [ ] Yes   [ ] No

D. Describe each employment or business relationship with the local government officer named in this section.

4

______________________________  __________________________
Signature of person doing business with the governmental entity                 Date
H VENDOR DATA FORM

How long has the company been in business? ________________________________

1. For Purchase Orders: ORDERING ADDRESS INFORMATION
   
   Company Name: ________________________________
   Address: ______________________________________
   ______________________________________________
   ______________________________________________
   1.  Business Phone: ___________________________  Fax: ________________________________
   2.  Contact Person: ____________________________  Email: _____________________________
   
   Does your company accept orders via email?  Yes [ ]  No [ ]
   
   If yes, what is the ordering email address? __________________________________________

2. For Payments: REMITTANCE ADDRESS INFORMATION
   
   Company Name: ________________________________
   Address: ______________________________________
   ______________________________________________
   ______________________________________________
   1.  Business Phone: ___________________________  Fax: ________________________________
   2.  Contact Person: ____________________________  Email: _____________________________

3. For Bid Notifications: BID NOTICES ADDRESS INFORMATION
   
   Company Name: ________________________________
   Address: ______________________________________
   ______________________________________________
   ______________________________________________
   1.  Business Phone: ___________________________  Fax: ________________________________
   2.  Contact Person: ____________________________  Email: _____________________________
SECTION II - SPECIAL TERMS & CONDITIONS/RFP SPECIFICATIONS

The La Vega Independent School District, hereinafter referred to as DISTRICT, will receive competitive sealed proposals for Pupil Transportation Services, as specified in the Request for Competitive Proposal (RFP), specifically including the Agreement for furnishing Pupil Transportation Services.

Each proposal must contain a completed Proposal Form Price Schedule (cost proposal), Submittals 1-17, forms A-H, any proposed modifications to the Agreement for furnishing Pupil Transportation Services, the prescribed amount of Bid Security in an acceptable form, evidence of insurance or insurability, and a workers' Compensation Certificate, contract document, 3 years of financial statements and a bus inventory form. The cost proposal shall be submitted on the Proposal Form, which is included in the RFP package.

Bid Security

An original bid bond or cashier’s check must accompany the sealed proposals in the amount of 5 percent of the proposed annual home-to-school base cost. All security deposits received will be refunded except when a contract offered by the District is rejected by the selected vendor. The bid bond must be issued by an approved surety, duly licensed and authorized to transact business in the state of Texas, in a form and content acceptable to the District.

Pre-Proposal Conference

A pre-proposal conference will be held at the La Vega Independent School District Administration at 400 E. Loop 340, Waco, Texas at 10:00 a.m., CST, on Tuesday, May 23, 2017. Attendance to this meeting is highly recommended to any Proposer wishing to submit a proposal. The purpose of this meeting will be to answer any questions regarding the proposal specifications and the current transportation system. Proposers must satisfy themselves, upon examination of these specifications in the pre-proposal conference, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for proposal will be entertained from either party.

Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent of the District. Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any proposal submitted in altered form shall result in rejection of such proposal at the option of the District. Alternate proposals from each Proposer are acceptable only if one (1) of such proposals is submitted on forms provided by the District and in the format stipulated by the District. Any such alternate proposals submitted must be clearly marked and identified as an alternate proposal on the exterior of the sealed envelope in which it is submitted.

Inspection of Documents

1. Each Proposer downloading RFP forms from the District’s website (www.lavegaisd.org) is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the vendor.

2. The failure or neglect of Proposer to receive or examine any contract document, form, instrument, addenda, or other document, or to attend the pre-proposal conference, shall in no way relieve Proposer
from obligations with respect to his/her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

3. Receipt of addenda to the proposal documents by a vendor must be acknowledged on the proposal response (Form A).

**Submitting Proposals**

A sealed envelope marked with the Proposer’s name and address and the words "RFP #2017-001 - Pupil Transportation Services" must contain:

a. Forms A - H
b. Submittals 1 - 17
c. Bid Security
d. Workers' Compensation Certificate
e. Evidence of Current Insurance or Insurability if Selected
f. Proposers shall submit, with their proposals, the contract document that they are prepared to execute. The contract should be effective beginning **August 1, 2017 and ending July 31, 2018**, but be renewable by mutual agreement for 3 additional terms of 1 school year. District reserves the right to negotiate provisions to proposed contract.
g. Each Proposer must include the last three years of financial statements and balance sheets.
h. A description of buses to be provided for the first year of the contract to include passenger capacity, year of manufacture make and mileage. (Bus Inventory Form)

**Base Model Proposal Form**

The District requires proposers to submit three sets of Base Model Proposal Forms reflecting the following scenarios:

1. The fleet with all buses (regular, special needs, trip, spare and shuttle) equipped with no air-conditioned buses.
2. The fleet with all buses (regular, special needs, trip, spare and shuttle) equipped with air-conditioning.

**Alternate Proposal**

The district will consider alternate proposals.

**Evaluation and Award of Contract**

The following submittals will be used to evaluate all proposals, in addition to those criteria contained in this RFP Section IV – Evaluation Criteria:

**Submittal 1:** Implementation Plan
Respondent shall detail their implementation plan and specific timelines to be followed, including a transition plan if selected Proposer is different than the current provider.
Submittal 2: Experience in School Transportation
Respondent shall provide a statement of its qualifications to provide the specific services requested herein.

Submittal 3: Staffing Plan
Respondent shall submit a staffing plan that clearly shows how the daily operations of the local compound(s) will be managed during the normal hours of operation, plus during any emergency or after-hours situation that may arise. This plan must include both operations and vehicle maintenance functions.

Submittal 4: References
Respondent shall supply a list of five references describing their experience in transporting all school age children, including special needs. 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. The maintenance program shall include the description of the maintenance schedule.

Submittal 6: Driver Hiring and Retention Program
Respondent shall provide a description of its hiring process and the selection criteria used. The Proposer will implement an employee drug-screening program and pay all costs associated with ongoing screening process.

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 and all student training provided in order to educate students and teachers on school bus evacuation under DPS standards.

Submittal 9: Cost Proposal Form
Respondent must provide a fixed cost proposal for the services requested. Although cost is an important consideration, proposals will also be evaluated in terms of the quality of the respondent’s proposal relative to the other criteria listed here. Only after identifying the apparently successful Proposer based upon the evaluation criteria set forth in this document will the District’s evaluation committee make public the Proposers’ rates.

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. Respondent shall specifically discuss how it obtains and reviews each driver’s driving record and criminal history information.
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 and drivers 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 program services 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. If site evaluations are conducted, they will be conducted at facilities of the District's choice where the Proposer currently provides pupil transportation services.

Site evaluation criteria, not listed in any order of weight or priority, are as follows:

- Personnel
- Overall Appearance of Facility
- Fleet Quality
- Record-keeping

By submitting a proposal, each Proposer agrees to make selected facilities and facility's personnel available to District evaluation upon reasonable notice.

Submittal 17: All other documents which include
(a) Forms A through H
(b) Bid Security
(c) Proof of Workers Compensation Coverage
(d) Evidence of Current Insurance or Insurability if Selected
(e) Proposed contract document
(f) 3 years of financial statements.
(g) Description of buses. (Bus Inventory Form)

Obtaining Information

1. Outside Sources. The District reserves the right to obtain, from any and all sources, information concerning a Proposer which the District deems pertinent to this RFP and to consider such information in evaluating the Proposer’s proposal.
2. **Inspections.** The District reserves the right to make on-site inspections of the Proposer’s facilities which the District deems pertinent and necessary to evaluate the Proposer’s proposal and to consider any information received from such inspection in evaluating the Proposer’s proposal.

**Proposal Disclosure**

1. To the extent allowed by Texas Law, including the Texas Public Information Act, all proposals received shall remain confidential until a contract resulting from this RFP is signed by the District and the apparent successful Proposer; thereafter, the proposal shall be deemed a public record. In the event that a Proposer desires to claim that portions of its proposal are exempt from disclosure, it is incumbent upon the Proposer to identify those portions in its submittal letter. The submittal letter must identify the page, the particular exceptions from disclosure, and the contended justification for exception upon which it is making its claim. Each page, or part thereof, claimed to be exempted from disclosure must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.

2. The District will consider a Proposer’s request(s) for exception from disclosure; however, the District will not be bound by the assertion that a page contains excepted material. An assertion by a Proposer that an entire proposal is excepted from disclosure will not be honored.

3. Proposers shall not issue any news release(s) or make any statement to the news media pertaining to this RFP, or any proposal and/or contract or work resulting therefrom without the prior written approval of the District, and then only in cooperation with the District.

4. Proposers may only contact the District’s Deputy Superintendent for Finance for questions or information. Any attempt to contact other District personnel or the Board will be grounds for rejection.

**Transportation Data**

Enclosed with the proposal documents and labeled "Transportation Data Review" (Attachment A) 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).

**Bus Ownership**

Proposers must submit a Proposal under which the Proposer will own all school buses and replacement vehicles. In addition, the Proposer shall submit a description of buses to be provided for the first year of the contract to include passenger capacity, year of manufacture, make and mileage. **No buses shall be older than seven years at the start of the contract.**

**Field Trips and Other School Sponsored Activities**

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

The Proposer shall provide three vehicles for qualified district personnel to drive on NJROTC trips or other school sponsored activities. These shall be in addition to the vehicles required for regularly scheduled trips (two mini buses and one 42 pax bus). Our district will not be charged for NJROTC bus use.

**Transportation Department Employees**

By submitting a proposal in response to this request, the Proposer agrees to interview all Transportation...
Department employees currently serving the District. The employees that meet the Proposer’s and District’s requirements will have the right of first refusal for the Proposer’s positions. All transportation employees will be hired at least at current hourly wage.

**Fuel**

The Proposer will supply all liquids and lubricants needed in the performance of the Contract. It shall be the responsibility of the Contractor to purchase all fuel used in the operation of school buses. There are no commercial fuel tanks located at the transportation facility. The Contractor will pay all fuel invoices when due and pay all taxes and highway user fees associated with the use and purchase of all motor fuels.

The District reserves the right to take over the responsibility of purchasing the fuel at any time during the contract.

**Use of Office Facility and Vehicle Yard**

The District hereby grants the Contractor the nonexclusive right to use the facility in the conduct of its operations. The Contractor shall comply with all federal, state, and local environmental quality laws and rules. The Contractor shall reimburse the district a monthly rental cost of $300.00 for the use of school facilities. La Vega ISD has the right to charge for, or to refuse to allow, the use of the facility to provide logistic or support service for other customers on a regular basis. Cost of the rental agreement will be reviewed and adjusted each year. The successful Proposer will be responsible for all issues related to the operation of the facility including but not limited to electricity, water, heat, snow removal, trash removal, waste oil disposal, waste metal disposal, and general cleaning of the building. The Proposer will supply its own internet and computer equipment. No maintenance facility is owned by the district.

**Equipment**

1. All buses will be equipped with active digital video cameras in the front and rear of the buses.
2. Proposer will notify the District as to whether or not the proposer will provide seatbelts for buses provided under this agreement. Vehicles provided by the Proposer will meet all Federal and State school bus requirements for the term of the contract. Vehicle upgrades mandated by law during the life of the agreement will remain the responsibility of the Proposer. Costs for such upgrades will be the responsibility of the Proposer.
3. All buses will be equipped with two-way radios with a base station at the Proposers terminal. This system must reach all areas of the District.
4. All buses will be equipped with strobe lights.
5. Global Position System (GPS) – Respondent shall describe in detail the GPS utilized and the reports the contractors will provide the District on a monthly basis.
6. All transportation vehicles will be clearly marked with “La Vega Independent School District” and a number distinguishing that vehicle from the other vehicles in the fleet for easy public identification.

**Automated Student Ridership and Routing Software**

Proposers should provide a detailed explanation of software used and years of experience with the software. Districts where the software is currently being used should be provided.

**Advertisement**

The State of Texas allows school districts to display certain advertisement on transportation vehicles. The District
remains the right to contract with a vendor to display approved advertisement on transportation vehicles provided under this contract. All revenue resulting from transportation vehicle advertisement will be the property of the District. The District will be responsible for the installation and maintenance of advertisement.

**Rejection of Proposal and Waiver of Irregularities**

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

**Assignment**

The contract will not be transferred or assigned to another vendor or contractor without the prior written consent of the District. In the event that the District approves a transfer or reassignment of this agreement, all terms and conditions of this agreement, and addenda to this agreement, will be honored throughout the period and option periods of the agreement.

**Contract Term**

The contract should be effective beginning **August 1, 2017 and ending July 31, 2018**, but be renewable by mutual agreement for three (3) additional terms of one (1) school year. District reserves the right to negotiate provisions to proposed contract.
SECTION III - PROPOSAL PRICING

Note: This proposal form must be used for proposal to be considered. Please print your responses VERY CLEARLY. In case of discrepancy between the unit price and the extended amount, the unit price shall prevail.

Note: Make sure you read Section II – Special Terms & Conditions/RFP Specifications before filling-in the proposal pricing information.

Base Model I
PROPOSAL FORM
Current Fleet as Reflected on Bus Configuration Sheet (Attachment A)

Proposed prices shall be submitted based on a Daily Rate that includes the first 4 hours of service each day. Base rate will be calculated based on total driving time lot-to-lot including dead head and live hours. This form may not be altered. For each invoice period, total home-to-school charges submitted to the District shall be the sum of the applicable Daily Rates and the sum of all excess hours incurred beyond the hours included in each individual bus. The District reserves the right to require the Contractor to add and delete buses to or from service at the rates specified below subject to any price escalation clause included in the attached Transportation Service Agreement.

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

<table>
<thead>
<tr>
<th>Bus Capacity</th>
<th>Daily Rate</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 and smaller</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>25 – 54 passenger</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>55 - 77 passenger</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>78 and larger</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Bus Capacity</th>
<th>Daily Rate</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 and smaller</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>25 – 54 passenger</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>55 – 77 passenger</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>78 and larger</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
The District requires the Contractor to submit rates for the performance of Extended Year and/or Summer School programs without regard to the current status of these programs in the District. The rates submitted here shall apply to all transportation services provided after the conclusion of the District's normal school year.

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

### Additional Transportation Services

**Extracurricular Trips, Mid-Day Runs, And Other District Requested Bus Service**

<table>
<thead>
<tr>
<th>All Bus Capacities</th>
<th>Hourly Rate</th>
<th>Mileage Rate</th>
<th>Minimum Call-out Charge</th>
</tr>
</thead>
</table>

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

*Rates provided for all transportation trips shall begin and end at the transportation center, and shall include layover time. For driver’s time in excess of 40 hours per week, the charge will be one-and-one-half time the hourly rate stated above.*

**Use of District Facility:** The District owns and operates a vehicle parking and office facility. The contractor would have the non-exclusive right to use the facility. The contractor agrees to pay (deducted from monthly invoice) a monthly cost of $300.00 to the district for the use of the facility.
Base Model II
PROPOSAL FORM
Fleet with All A/C Buses

Proposed prices shall be submitted based on a Daily Rate that includes the first 4 hours of service each day. Base rate will be calculated based on total driving time lot-to-lot including dead head and live hours. This form may not be altered. For each invoice period, total home-to-school charges submitted to the District shall be the sum of the applicable Daily Rates and the sum of all excess hours incurred beyond the hours included in each individual bus. The District reserves the right to require the Contractor to add and delete buses to or from service at the rates specified below subject to any price escalation clause included in the attached Transportation Service Agreement.

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

<table>
<thead>
<tr>
<th>Bus Capacity</th>
<th>Daily Rate</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 and smaller</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>25 – 54 passenger</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>55 - 77 passenger</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>78 and larger</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Bus Capacity</th>
<th>Daily Rate</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 and smaller</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>25 – 54 passenger</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>55 – 77 passenger</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>78 and larger</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

The District requires the Contractor to submit rates for the performance of Extended Year and/or Summer School programs without regard to the current status of these programs in the District. The rates submitted here shall apply to all transportation services provided after the conclusion of the District's normal school year.
In addition to home-to-school transportation, the District expects the Contractor to provide transportation services in support of other District-related activities. If the District requests bus service that conflicts with normal home-to-school service, the Contractor shall provide that service to the best of their ability. Conflicting trips will require additional staff beyond the numbers needed to provide regular home-to-school service and will preclude the use of home-to-school vehicles.

### Additional Transportation Services

*Extracurricular Trips, Mid-Day Runs, And Other District Requested Bus Service*

<table>
<thead>
<tr>
<th>All Bus Capacities</th>
<th>Hourly Rate</th>
<th>Mileage Rate</th>
<th>Minimum Call-out Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

*Rates provided for all transportation trips shall begin and end at the transportation center, and shall include layover time. For driver’s time in excess of 40 hours per week, the charge will be one-and-one-half time the hourly rate stated above.*

**Use of District Facility:** The District owns and operates a vehicle parking and office facility. The contractor would have the non-exclusive right to use the facility. The contractor agrees to pay (deducted from monthly invoice) a monthly cost of $300.00 to the district for the use of the facility.
PROPOSAL FORM
TABULATION

INSTRUCTIONS

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

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 affected 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 bid tabulation form must be prepared for each alternate proposal.
### REGULAR INCLUDING PRE-K

### REGULAR

### CONTRACTOR’S PROPOSAL TABULATION FORM

<table>
<thead>
<tr>
<th>Daily Rate</th>
<th>Number of Routes</th>
<th>Hourly Rate</th>
<th>Number of Hours*</th>
<th>Mileage Rate</th>
<th>Number of Miles*</th>
<th>Number of Days Billed</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Normal Home-To-School Service:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 and fewer</td>
<td>x</td>
<td>+</td>
<td>x</td>
<td>$</td>
<td>x</td>
<td>x</td>
<td>=</td>
</tr>
<tr>
<td>21-47 passenger</td>
<td>x</td>
<td>+</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>x</td>
<td>= 0</td>
</tr>
<tr>
<td>48-72 passenger</td>
<td>x</td>
<td>+</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>x</td>
<td>=</td>
</tr>
<tr>
<td>73 and more</td>
<td>x</td>
<td>+</td>
<td>x</td>
<td>-</td>
<td>x</td>
<td>x</td>
<td>=</td>
</tr>
<tr>
<td>Extended Year Home-To-School Service:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 and fewer</td>
<td>$</td>
<td>x</td>
<td>+</td>
<td>$</td>
<td>x</td>
<td>$</td>
<td>x</td>
</tr>
<tr>
<td>21-47 passenger</td>
<td>$</td>
<td>x</td>
<td>+</td>
<td>$</td>
<td>x</td>
<td>$</td>
<td>x</td>
</tr>
<tr>
<td>48-72 passenger</td>
<td>$</td>
<td>x</td>
<td>+</td>
<td>$</td>
<td>x</td>
<td>$</td>
<td>x</td>
</tr>
<tr>
<td>73 and more</td>
<td>$</td>
<td>x</td>
<td>+</td>
<td>$</td>
<td>x</td>
<td>$</td>
<td>x</td>
</tr>
<tr>
<td>Other Transportation Service:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F/T - All Bus Capacities</td>
<td>$</td>
<td>x</td>
<td>+</td>
<td>$</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>Shuttles – All Bus Capacities</td>
<td>$</td>
<td>x</td>
<td>+</td>
<td>$</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>Bus Monitors/Aides</td>
<td>x</td>
<td>x</td>
<td>=</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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.
### SPECIAL ED
### WITHOUT A/C
### CONTRACTOR'S PROPOSAL TABULATION FORM

<table>
<thead>
<tr>
<th></th>
<th>Daily Rate</th>
<th>Number of Routes</th>
<th>Hourly Rate</th>
<th>Number of Hours*</th>
<th>Mileage Rate</th>
<th>Number of Miles*</th>
<th>Number of Days Billed</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Traditional Home-To-School Service:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24 and fewer</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>25-54 passenger</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>55-77 passenger</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>78 and more</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td><strong>Extended Year Home-To-School Service:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24 and fewer</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>25-54 passenger</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>55-77 passenger</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td>78 and more</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td><strong>Other Transportation Service:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Bus Capacities</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>= $</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Monitors/Aides</td>
<td>$ x</td>
<td></td>
<td>x</td>
<td>= $</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OTHER**

<table>
<thead>
<tr>
<th></th>
<th>Daily Rate</th>
<th>Number of Routes</th>
<th>Hourly Rate</th>
<th>Number of Hours*</th>
<th>Mileage Rate</th>
<th>Number of Miles*</th>
<th>Number of Days Billed</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Services Proposed:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>+</td>
<td>$ x</td>
<td>x</td>
<td>= $</td>
<td></td>
</tr>
</tbody>
</table>

Total Proposed First Year Billing  

$  

*Hours and miles shown should represent all hours and miles in excess of those included in the Daily Rate, as defined in the Bid Proposal*
## REGULAR INCLUDING PRE-K

### REGULAR WITH A/C

**CONTRACTOR’S PROPOSAL TABULATION FORM**

<table>
<thead>
<tr>
<th>Daily Rate</th>
<th>Number of Routes</th>
<th>Hourly Rate</th>
<th>Number of Hours*</th>
<th>Mileage Rate</th>
<th>Number of Miles*</th>
<th>Number of Days Billed</th>
<th>Total Cost</th>
</tr>
</thead>
</table>

**Normal Home-To-School Service:**

- 20 and fewer  
  - $x + $x + $x  
  - x + x + x  
  - x + x + x  
  - x + x + x  

- 21-47 passenger  
  - $x + $x + $x  
  - x + x + x  
  - x + x + x  
  - x + x + x  

- 48-72 passenger  
  - $x + $x + $x  
  - x + x + x  
  - x + x + x  
  - x + x + x  

- 73 and more  
  - $x + $x + $x  
  - x + x + x  
  - x + x + x  
  - x + x + x  

**Extended Year Home-To-School Service:**

- 20 and fewer  
  - $x + $x + $x  
  - x + x + x  
  - x + x + x  
  - x + x + x  

- 21-47 passenger  
  - $x + $x + $x  
  - x + x + x  
  - x + x + x  
  - x + x + x  

- 48-72 passenger  
  - $x + $x + $x  
  - x + x + x  
  - x + x + x  
  - x + x + x  

- 73 and more  
  - $x + $x + $x  
  - x + x + x  
  - x + x + x  
  - x + x + x  

**Other Transportation Service:**

- F/T - All Bus Capacities  
  - $x + $x  
  - x + x  
  - x + x  
  - x + x  

- Shuttles – All Bus Capacities  
  - $x + $x  
  - x + x  
  - x + x  
  - x + x  

- Bus Monitors/Aides  
  - x  
  - x  
  - x  
  - x  

**Total cost of Bid**

* 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.
### SPECIAL ED
WITH A/C
CONTRACTOR'S PROPOSAL TABULATION FORM

<table>
<thead>
<tr>
<th></th>
<th>Daily of Number</th>
<th>Hourly of Number</th>
<th>Mileage of Number</th>
<th>Number of Days Billed</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rate Routes</td>
<td>Rate Hours*</td>
<td>Rate Miles*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Traditional Home-To-School Service:

- **24 and fewer**
  - $x + $x + $x = $

- **25-54 passenger**
  - $x + $x + $x = $

- **55-77 passenger**
  - $x + $x + $x = $

- **78 and more**
  - $x + $x + $x = $

#### Extended Year Home-To-School Service:

- **24 and fewer**
  - $x + $x + $x = $

- **25-54 passenger**
  - $x + $x + $x = $

- **55-77 passenger**
  - $x + $x + $x = $

- **78 and more**
  - $x + $x + $x = $

#### Other Transportation Service:

- **All Bus Capacities**
  - $x + $x = $

- **Bus Monitors/Aides**
  - $x = $

#### OTHER

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

- **Other Services Proposed:**
  - $x + $x + $x = $
  - $x + $x + $x = $
  - $x + $x + $x = $
  - $x + $x + $x = $
  - $x + $x + $x = $

Total Proposed First Year Billing

$ 

*Hours and miles shown should represent all hours and miles in excess of those included in the Daily Rate, as defined in the Bid Proposal*
THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE NOTICE TO PROPOSERS, INFORMATION FOR PROPOSERS, AGREEMENT FOR FURNISHING PUPIL TRANSPORTATION SERVICES, AND ALL OTHER PARTS OF THE PROPOSAL PACKAGE.

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

Each of these costs should be calculated from your prices on contractor’s proposal tabulation forms.

__________________________________________
Company Name

__________________________________________
Signature of Authorized Agent

__________________________________________
Address (City, State and Zip Code)

__________________________________________
Business Telephone Number

__________________________________________
Date Signed
WORKERS' COMPENSATION CERTIFICATE

The Proposer shall sign and submit the following certificate with the transportation written proposal: La Vega Independent School District requires contractor to provide workers’ compensation as per state law requirements.

<table>
<thead>
<tr>
<th>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation:</td>
</tr>
<tr>
<td>Employer's Liability:</td>
</tr>
<tr>
<td>Each Accident</td>
</tr>
<tr>
<td>Disease - Each Employee</td>
</tr>
<tr>
<td>Disease - Policy Limit</td>
</tr>
</tbody>
</table>

Company Name

Signature of Authorized Agent

Date Signed

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

**GENERAL LIABILITY:**

<table>
<thead>
<tr>
<th></th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>1. General Aggregate</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>2. Products-Completed Operations Aggregate</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>3. Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>4. Each Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>5. Fire Damage (any one fire)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**AUTOMOBILE LIABILITY:**

<table>
<thead>
<tr>
<th></th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Commercial Auto Liability</td>
<td></td>
</tr>
<tr>
<td>Any Auto (includes all owned, scheduled, hired, and non-owned autos.)</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>B. Garage Liability</td>
<td>$25,000,000</td>
</tr>
</tbody>
</table>

**EXCESS LIABILITY:**

<table>
<thead>
<tr>
<th></th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Umbrella Form</td>
<td></td>
</tr>
<tr>
<td>1. Each Occurrence</td>
<td>$9,000,000</td>
</tr>
<tr>
<td>2. Aggregate</td>
<td>$9,000,000</td>
</tr>
</tbody>
</table>

La Vega Independent School District, its trustees, employees, and agents will be named as certificate holder and additional insured on certificates of insurance if the Proposer is awarded the contract.
I, the undersigned, have attached a copy of a certificate of insurance that I attest (1) remains currently in force and (2) has been issued for the purposes of insuring a school district, non-public school or county superintendent of schools which (whom) currently contracts for student transportation services from my firm.

Company Name

Signature of Authorized Agent

Date Signed

NOTE: Proposers may submit current certificate of insurance with a signed statement that the above stated coverage will be in force prior to award of contract.
PROPOSED SCHOOL BUS INVENTORY AND PROPERTY SUMMARY

School Bus Inventory

Description of buses to be provided for the first year of this contract by the Contractor:

<table>
<thead>
<tr>
<th>Bus Number</th>
<th>Passenger Capacity</th>
<th>Year of Manufacture</th>
<th>Make</th>
<th>Mileage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Replacement Schedule
SECTION IV – RFP EVALUATION CRITERIA

In evaluating bids/RFPs submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine best value for the District.

1. the purchase price; (20 points)
2. the reputation of the vendor and of the vendor’s goods or services; (15 points)
3. the quality of the vendor’s goods or services; (15 points)
4. the extent to which the goods or services meet the District’s needs; (15 points)
5. the vendor’s past relationship with the District (15 points)
6. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (10 points)
7. the total long-term cost to the District to acquire the vendor’s goods or services; (10 points)
8. any other relevant factor specifically listed in the request for bids or proposals
SECTION V – INSTRUCTIONS TO PROPOSERS

1. To be considered a responsive RFP, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G, H), the Cover Page, and Sections II and III, plus any/all attachments, must be completed with all requested information, signed and returned sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the RFP date and time. Each RFP shall be placed in a separate envelope and properly identified with the RFP Number, RFP Title, Name of Company submitting RFP, and the established time and date to be opened.

2. The Bidder/Proposer is strongly encouraged to read the entire RFP document prior to submitting a response. Failure to provide the information requested in its entirety may be grounds for disqualification of RFP.

3. If any exceptions are taken to any portion of this RFP, the Bidder/Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the RFP as proposed by the District. The District reserves the right to reject a RFP containing exceptions, additions, qualifications, or conditions.

4. The RFP response must be signed by an individual authorized to contractually bind the company submitting the RFP. A failure to sign the RFP will cause it to be rejected as non-responsive. Bids/RFPs must give full firm name and address of bidder/proposer. Person signing RFP should show title or authority to bind his/her firm in a contract.

5. Bids/RFPs must be received in the Business office prior to the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding. LATE BIDS/RFPS WILL NOT BE ACCEPTED. No oral, telegraphic, telephonic, electronic mail, or facsimile transmitted bids/RFPs will be considered. The clock located in the La Vega Administration Board Room is considered the official time for receiving and opening bids/RFPs.

6. Sealed bids/RFPs shall be mailed or otherwise delivered to the following address:

   La Vega Independent School District
   Attention: Diane Roepke
   Deputy Superintendent for
   Finance
   400 E. Loop 340
   Waco, TX  76705

7. All questions regarding this invitation must be submitted in writing (email preferred) to Diane Roepke at diane.roepke@lavegaisd.org. Requests for information/interpretation must be received on or before seven (7) calendar days prior to the opening date. Only questions answered by formal written addenda will be binding.

8. Addenda will be posted to the La Vega ISD web page. You may obtain the addenda from our internet/web site address at www.lavegaisd.org by choosing “Departments,” then “Business Office” then “Request for Proposals.” It is the responsibility of each bidder/proposer to obtain all addenda that pertains to this RFP. Bidders/Proposers who submit a RFP without acknowledging receipt of all addenda issued may be deemed to have submitted a RFP not responsive to this solicitation. Failure to receive such addenda does not relieve bidder/proposer from any obligation under the RFP submitted. All formal written addenda become a part of the RFP documents. Bidders/proposers shall acknowledge receipt of all addenda in the RFP Response Form.

9. Bids/RFPs must remain open for acceptance for a period of thirty (30) days subsequent to the opening of
bids/RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

10. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the La Vega ISD.

11. All Bidders/Proposers must execute the forms enclosed (or otherwise requested herein) for the RFP to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required by the RFP Form must be included with the RFP. Failure to provide complete and accurate information may disqualify the bidder/proposer.

12. On May 25, 2007, the Texas Senate passed House Bill No. 1491, providing clarification to Chapter 176 of the Texas Local Government Code, which imposes new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties.

Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE can be downloaded from the District internet/web address at www.lavegaisd.org or the Texas Ethics Commission web address at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

Note: The La Vega Independent School District will not provide any further interpretation or information regarding these new requirements under House Bill No. 1491.

13. It is the intent of the La Vega Independent School District to foster utilization of historically underutilized businesses (HUBS) including Disadvantaged/Minority/Women-Owned Business Enterprises in its procurement activities. The District is particularly interested in receiving bids/RFPs directly from HUBS or from joint ventures involving HUB representation.

14. It is the policy of the La Vega Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.

15. In order to ensure the integrity of the selection process, Bidder/Proposer’s employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Bidder/Proposer’s response, directly or indirectly, through any contact with school board members or other district officials from the date this RFP is released until the award.

16. This RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of La Vega Independent School District, is at any time while the RFP is in effect, an employee of any other party to the RFP in any capacity or a consultant to any other party of the RFP with respect to the subject matter of the RFP.

17. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.

18. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred
adjudication for the following:

A. Any offense against a child
B. Any sex offense
C. Any crimes against persons involving weapons or violence
D. Any felony offense involving controlled substances
E. Any felony offense against property
F. Any other offense the District believes might compromise the safety of students, staff, or property

19. All contractors, subcontractors and their employees must submit to the La Vega ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately $100.00.

20. Use or possession of weapons, fire arms, tobacco, alcohol beverages, controlled substances, and/or drugs, even in vehicles, is strictly prohibited on school district property. Any harassment of employees, students, or volunteers is also strictly prohibited.

21. Vendors who perform work inside the La Vega ISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both La Vega ISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that La Vega ISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building. If after looking in the Asbestos Management Plan you are uncertain about whether the area you will be working in contains asbestos or not, please contact Lynn Roberts, Maintenance Director, at 254-299-6700 for further assistance.

22. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this RFP, subject to verification of the same or lower prices and conditions on RFP.

This document is provided as a courtesy only and does not relieve the Bidder/Proposer of his/her responsibility to contact La Vega ISD Business Office to obtain RFP documents. It is also the responsibility of the Bidder/Proposer to keep the La Vega ISD advised of current mailing email address. **La Vega ISD IS NOT RESPONSIBLE FOR UNDELIVERABLE EMAIL.**
SECTION VI – RFP REQUIREMENTS AND CONDITIONS

In submitting a RFP, Bidder/Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the vendor and the La Vega Independent School District. By submitting a RFP, each bidder/proposer agrees to waive any claim it has or may have against the La Vega Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any RFP; waiver of any requirements under the RFP documents; acceptance or rejection of any Bids/RFPs; and award of Contracts, if any.

1. WITHDRAWING BIDS/RFP

Bids/RFPs deposited with the La Vega Independent School District (hereinafter called “LVISD” or “District”) can be withdrawn, upon written request, prior to the time set for opening bids/RFPs. A RFP may not be withdrawn after the bids/RFPs have been opened, and the Bidder/Proposer, by submitting a RFP, warrants and guarantees that the RFP has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Bids/RFPs cannot be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder/proposer or his/her authorized agent.

2. CONSIDERATION OF BIDS/RFP

Bids/RFPs must be signed, sealed and delivered to the La Vega Independent School District Administration Office PRIOR TO the RFP due date and time. Unsigned, unsealed or late bids/RFPs will not be considered. After bids/RFPs are opened, the bids/RFPs will be tabulated for comparison on the basis of the RFP prices and quantities shown in the RFP.

The La Vega Independent School District Board of Trustees reserves the right to reject any or all bids/RFPs, to waive technicalities, and to re-advertise for new bids/RFPs, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of Bids/RFPs and will be tabulated as “net.”

Bids/RFPs received after the date and time specified will not be considered. The Business Office will notify those firms submitting late bids/RFPs and will hold documents for pick-up for five (5) business days following late RFP notification. All late bids/RFPs which are not picked up by the Bidder/Proposer within five business days will be discarded.

3. AWARD CRITERIA (See Section IV – RFP Evaluation Criteria)

The District reserves the right to award this RFP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the bidder/proposer chooses to bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the RFP.

Regardless of the award of RFP hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest.
4. **IRREGULAR BIDS/RFP**

Bids/RFPs will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids/RFPs, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

5. **REJECTION OF BIDS/RFP**

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

A. RFP received after the time limit for receiving bids as stated in the advertisement.
B. RFP containing any irregularities.
C. Unbalanced value of any items.
D. Improper or insufficient RFP guaranty, if required.
E. Where the Bidder/Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

6. **DISQUALIFICATION OF BIDDERS/PROPOSERS**

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

A. Reason for believing collusion exists among the Bidders/Proposers.
B. Reasonable grounds for believing that any Bidder/Proposer is interested in more than one RFP for the work contemplated.
C. Where the Bidder/Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.
D. The Bidder/Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order.
E. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
F. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.
G. Where the Bidder/Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract.

7. **CONFIDENTIAL OR PROPRIETARY MARKINGS**

Any portion of the RFP that Bidder/Proposer considers confidential or proprietary information, or to contain trade secrets of Bidder/Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

8. **NEW MATERIALS**

Unless otherwise stated in the specifications, all supplies and components to be provided under this RFP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or
safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this RFP the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

9. BRAND NAME OR SUITABLE SUBSTITUTE

This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification or products by make and model.

A. If items for which bids/RFPs have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids/RFPs offering "suitable substitute" products will be considered for award if such products are clearly identified in the bids/RFPs and are determined by the District, at its sole discretion, to be equal in all material respects to the brand name products referenced.

B. Should any product be delivered or service performed which is not as the successful Bidder/Proposer has purported it to be in its submitting of this RFP, said Bidder/Proposer will be required to correct any deficiencies without additional cost to the District.

10. SAMPLES

Samples and/or product specification documents may be required for items, as specified in Section II - Special Terms & Conditions/Bid Specifications. Product specification documents (as required in Section II - Special Terms & Conditions/Bid Specifications) shall be submitted with the RFP, properly referenced and clearly marked so as to indicate related RFP item. Samples, when requested on Section II, must be furnished at no cost to the District and will not be returned. Each sample should be clearly marked with bidder’s/proposer’s name, RFP number, and item number on the RFP. DO NOT ENCLOSE IN OR ATTACH RFP TO SAMPLE. LVISD assumes no responsibility for the handling of samples in any manner. Improperly identified samples will not be considered.

When samples and/or product specifications are not required to be submitted with the RFP (not stated on Section II – Special Terms & Conditions/Bid Specifications) LVISD reserves the right to request samples and/or product specification documents for any merchandise submitted for RFP before final selections are made. Samples and/or product specifications requested after RFP opening must be received within five (5) calendar days after request.

SECTION VII – GENERAL TERMS AND CONDITIONS

1. PURCHASES

All purchase commitments by the District will be made via a properly drawn and issued purchase order. DO NOT provide goods/services absent a bona fide, signed purchase order. Deliveries made absent a bona-fide, signed purchase order will be the responsibility of the vendor.

2. TERMS OF PAYMENT

Terms of payment to the successful Bidder/Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item. NO PAYMENTS SHALL BE MADE ON INVOICES NOT LISTING A LVISD PURCHASE ORDER NUMBER.

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for
goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

The original invoice should be mailed to:

La Vega Independent School District  
ATTN: Accounts Payable       
400 E. Loop 340       
Waco, TX 76705

3. TAX EXEMPT STATUS

The La Vega Independent School District is exempt from Federal Excise Tax. **DO NOT INCLUDE TAX IN RFP PRICES.** Excise Tax Exemption Certificate will be furnished upon request. LVISD Federal ID Number is 74-6000340.

3. RIGHTS TO INSPECT AND AUDIT

The Vendor (and Vendor’s suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this RFP. Proprietary/Trade Secret information pertaining to this RFP may not be withheld from the District or its Authorized Representative.

4. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this RFP. Neither acceptance of such Work by the District, nor payment therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

5. ASSIGNMENT

The successful Bidder/Proposer may not assign its rights and duties under an award without the written consent of the La Vega Independent School District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

6. TERMINATION OF WORK FOR DISTRICT CONVENIENCE

Whenever LVISD, in its discretion, deems it to be in the District’s best interests, it may terminate any resulting award for the District’s convenience. Such termination shall be effective thirty (30) days after LVISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and LVISD shall have no liability for, any costs under this RFP that are not necessary for actual performance of the RFP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, LVISD shall have no liability to Vendor for lost or anticipated profit resulting therefrom.

The LVISD can terminate any resulting award for this RFP with thirty (30) calendar days’ notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit the LVISD to terminate this RFP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this RFP. **Multi-term agreements are subject to review, ratification, or renewal by the Board of Trustees at the end of each term.**
7. NON-APPROPRIATION CLAUSE

If for a fiscal year (September 1 through August 31) of this contract, the Board of Trustees, for any reason, fails to appropriate funds for these goods/services, the District will notify the vendor immediately and will no longer be obligated under the contract.

8. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFP under this Item 7 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under Item 6 of Section II - General Terms and Conditions.

8. GRATUITIES

The District may, by written notice to the Vendor, cancel this RFP without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of the La Vega Independent School District with a view toward securing a RFP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

9. JURISDICTION

The Purchase Order(s) resulting from this RFP shall be enforceable in McLennan County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in state courts in McLennan County, Texas.

10. NOTICE OF DELAYS

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

11. FORCE MAJEURE

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, “Force Majeure events”). For purposes of this RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award.
(or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

12. DELIVERIES OF GOODS

A. A specific delivery date may be required to be a part of each RFP. The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location.

B. All items covered by this RFP shall be delivered F.O.B Destination La Vega ISD, from point of assembly to the District location(s) specified on each purchase order. **RFP PRICING SHALL INCLUDE ALL FREIGHT/DELIVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the La Vega Independent School District, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Bidder/Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Bidder/Proposer.

C. Deliveries will be made only upon authorization of the La Vega Independent School District, and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District. It is important that each supplier understand the following information:

- All purchases made by the District will be made via LVISD purchase order.
- Do not provide goods/services absent a bona fide, signed purchase order.
- Do not provide goods/services exceeding the quantities contained on the purchase order.
- The District will only pay invoices which match the purchase order description, quantity, and price.

D. Deliveries shall be to the location identified in each Purchase Order. Each proof of delivery shall list the LVISD purchase order number, exact quantity delivered, back orders (if any) and number of pallets.

E. Bidder/Proposer warrants that all deliveries made under the Purchase Order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

F. Failure by the Vendor to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price.

G. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any liens.

H. Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

13. PERFORMANCE OF SERVICES

A. Performance of services will be made only upon authorization of the District, in the form of a *bona fide*, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.

B. Performance of services shall be at the location identified in each order.

C. The scope of this RFP and requirements of the District as shown in the specifications shall not be
considered as binding on the District, and the work actually may be less than or greater than projected.

D. Bidder/Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.

E. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the RFP price.

F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any materialman’s, suppliers, or other type liens.

G. All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type RFP.

H. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.

I. Failure of Vendor to fully comply with the terms and provisions of this RFP shall constitute grounds for declaring the Vendor in default.

J. Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District’s right to request replacement of defective material.

14. WARRANTY INFORMATION

A. Warranty – Product: Manufacturers’ standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.

B. Warranty – Price: The price to be paid by the District shall be that contained in Seller’s RFP which Seller warrants to be no higher than Seller’s current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller’s current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller’s actual expense.

C. Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by applicable federal and state standards. In the event the product does not conform to these standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

15. INDEMNIFICATION AND HOLD HARMLESS

The vendor shall defend, indemnify, and hold harmless the La Vega Independent School District, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this RFP.
16. PRICE INCREASES

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in the Dallas/Fort Worth area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed forty-five (45) days before date of renewal.

17. INTER-LOCAL AGREEMENTS

La Vega Independent School District reserves the right to purchase the goods and/or services in this RFP through an inter-local agreement, if it is deemed that the inter-local agreement is more advantageous to the District.
ATTACHMENT A
CURRENT SERVICE INFORMATION

The following information is intended to provide Proposer with a general understanding of current District operations and their transportation requirements within the district. Proposals should meet the requirements specific within this RFP. Proposers may describe route or other service alternatives within their proposal, but may not include such changes in their pricing proposal. The successful Proposer will have the opportunity to discuss implementation of such proposals once under agreement with the District.

SCHOOL DISTRICT BOUNDARY MAP
Also available on district website at www.lavegaisd.org
### 2016-2017 School Bell Schedule

<table>
<thead>
<tr>
<th>School</th>
<th>Start Time</th>
<th>Dismissal Time</th>
<th>Early Release</th>
</tr>
</thead>
<tbody>
<tr>
<td>La Vega High School</td>
<td>8:05 am</td>
<td>3:50 pm</td>
<td>1:00 pm</td>
</tr>
<tr>
<td>La Vega Jr High-George Dixon Campus</td>
<td>8:10 am</td>
<td>3:45 pm</td>
<td>12:30 pm</td>
</tr>
<tr>
<td>La Vega Intermediate-HP Miles Campus</td>
<td>7:50 am</td>
<td>3:10 pm</td>
<td>11:50 am</td>
</tr>
<tr>
<td>La Vega Elementary</td>
<td>7:45 am</td>
<td>3:00 pm</td>
<td>11:45 am</td>
</tr>
<tr>
<td>La Vega Primary</td>
<td>7:30 am</td>
<td>2:45 pm</td>
<td>11:30 am</td>
</tr>
</tbody>
</table>

### School Bus Routes – 2016-2017

<table>
<thead>
<tr>
<th>Route</th>
<th>Avg Daily Ridership</th>
<th>Daily Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>12</td>
<td>46</td>
</tr>
<tr>
<td>3</td>
<td>22</td>
<td>41</td>
</tr>
<tr>
<td>5</td>
<td>18</td>
<td>36</td>
</tr>
<tr>
<td>6</td>
<td>53</td>
<td>38</td>
</tr>
<tr>
<td>7</td>
<td>81</td>
<td>21</td>
</tr>
<tr>
<td>8</td>
<td>82</td>
<td>22</td>
</tr>
<tr>
<td>9</td>
<td>47</td>
<td>28</td>
</tr>
<tr>
<td>10</td>
<td>53</td>
<td>40</td>
</tr>
<tr>
<td>11</td>
<td>31</td>
<td>26</td>
</tr>
<tr>
<td>22</td>
<td>36</td>
<td>56</td>
</tr>
<tr>
<td>23</td>
<td>48</td>
<td>56</td>
</tr>
<tr>
<td>24</td>
<td>76</td>
<td>36</td>
</tr>
<tr>
<td>25</td>
<td>62</td>
<td>70</td>
</tr>
<tr>
<td>26</td>
<td>126</td>
<td>41</td>
</tr>
<tr>
<td>27</td>
<td>103</td>
<td>40</td>
</tr>
<tr>
<td>28</td>
<td>93</td>
<td>37</td>
</tr>
<tr>
<td>29</td>
<td>86</td>
<td>70</td>
</tr>
<tr>
<td>30</td>
<td>93</td>
<td>37</td>
</tr>
<tr>
<td>31</td>
<td>83</td>
<td>34</td>
</tr>
<tr>
<td>32</td>
<td>40</td>
<td>34</td>
</tr>
<tr>
<td>33</td>
<td>75</td>
<td>36</td>
</tr>
<tr>
<td>34</td>
<td>108</td>
<td>39</td>
</tr>
<tr>
<td>37</td>
<td>58</td>
<td>41</td>
</tr>
<tr>
<td>48</td>
<td>71</td>
<td>53</td>
</tr>
<tr>
<td>49</td>
<td>76</td>
<td>40</td>
</tr>
<tr>
<td>86</td>
<td>85</td>
<td>36</td>
</tr>
<tr>
<td>GWAMA</td>
<td>3</td>
<td>18</td>
</tr>
<tr>
<td>GWACHA</td>
<td>28</td>
<td>62</td>
</tr>
</tbody>
</table>

### Current Fleet owned and operated by current vendor—Durham School Services

<table>
<thead>
<tr>
<th>Qty of Buses</th>
<th>Passenger Size</th>
<th>Special</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>53 Pax</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>71 Pax</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>72 Pax</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>84 Pax</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>29 Pax</td>
<td>Wheel Chair Accessible</td>
</tr>
<tr>
<td>1</td>
<td>33 Pax</td>
<td>Wheel Chair Accessible</td>
</tr>
</tbody>
</table>
- After school tutorials are held on different days and schedules at each campus. Two buses per campus have been run thus far in 2016-17.
- Summer School will operate from June 4-29, 2018.