NOTICE TO OFFERORS

Proposals shall be submitted in an envelope marked on the outside with the offeror's name, address and “RFP #201710-STS”. Please submit 1 original and four copies of the proposal to:

Highland Park ISD
Mary Witcher, Purchasing Coordinator
6915 Westchester Drive
Dallas, TX 75205

Proposals will be received at the above address until 10:00 AM, Monday, November 20, 2017, at which time only the names of the companies submitting bids will be read aloud. Vendors are invited to attend the proposal opening but your presence is not required. For additional information, contact Mary Witcher, Purchasing Department at WitcheM@hpisd.org.

HPISD will not be responsible for delivering mail from the post office, courier, or any other form of delivery. Proposals must be received in time to be time-stamped at the above location.

Proposals received after 10:00 AM, November 20, 2017 will not be considered and will be returned unopened. Fax and emailed proposals will not be accepted.

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

All questions regarding the meaning or interpretation of this RFP must be submitted in writing to Mary Witcher, Purchasing Coordinator, at WitcheM@hpisd.org. Oral explanations or instructions will not be binding. Any information given to a prospective offeror will be furnished to all prospective offerors as an amendment to the RFP if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors. ALL QUESTIONS ARE DUE BY 10:00 AM, Monday, November 6, 2017. Any amendments will be issued as necessary.

The length of the contract awarded shall be for five (5) years from date of award. The district will have the option to renew the contract for five (5) additional one (1) year periods after the initial five (5) year period.

FAILURE TO SUBMIT FIVE (5) COPIES (ONE ORIGINAL, FOUR COPIES) OF YOUR PROPOSAL RESPONSE MAY RESULT IN REJECTION OF PROPOSAL.

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

Mary B Witcher
Purchasing Coordinator
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<th>PAGE NO.</th>
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</tbody>
</table>
SECTION I

SCOPE OF WORK

The Highland Park Independent School District (HPISD or District) is accepting proposals for a school bus contractor to provide student transportation services. HPISD has no facility, no parking area for buses, no office facilities, and no equipment. HPISD requires that the vendor provide all necessary personnel and materials required to provide this service. The expectation of the vendor is to provide the best service of coordination, timeliness, proper functioning and safe buses for the transportation of students. Responses to this Request for Proposal shall be labeled, sealed and including all the information requested hereafter and must be in hand by the specified date and time at:

Highland Park ISD
Mary Witcher, Purchasing Coordinator
6915 Westchester Drive
Dallas, TX 75205

HPISD's transportation services are presently under contract with Dallas County Schools. Operations presently include 4 special needs buses, owned by Dallas County Schools, operating 4 routes per day. There are no regular ed buses operating routing service. In addition, there are buses used as needed for Athletics and Field Trips. During the 2015-2016 school year and ESY, the current contractor indicates a total of 58,690 miles were driven.

The Highland Park Independent School District is located immediately north of downtown Dallas in the 6.21-square-mile suburban area of Highland Park, University Park and a small part of North Dallas. HPISD serves approximately 33,640 residents who are predominantly college-educated professionals and business leaders in the Dallas community. Since Highland Park schools were founded in 1914, there has been a consistent effort to build a tradition of excellence in both academic and extracurricular activities.

The Highland Park Independent School District first opened its doors in October of 1914 with a four-room building on Cornell Avenue. Since then, it has grown to a district comprised of seven campuses: four elementary schools, one intermediate school, one middle school and one high school. The district has an enrollment of approximately 7,090 students and employs nearly 800 people, including more than 450 teachers.
SECTION II

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, H, I, J), 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 bid/RFP prior to submittal. **Failure to return these documents may cause your RFP to be rejected.**

- [ ] Section II – Proposal Response Checklist and Proposer Forms
  - [ ] Completed – Bid/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
  - [ ] Completed – Form 1295 on the Texas Ethics Commission’s website – Form I
  - [ ] Completed – Certification Regarding Terrorist Organizations & Boycotting of Israel – Form J

- [ ] Section III – Special Terms & Conditions/RFP Specifications
  - [ ] Completed – Submittals 1 through 17
  - [ ] Special Education Department Needs
  - [ ] Contract Term and Contact Information

- [ ] Completed – Section IV – Pricing Proposal
- [ ] Insurance Certificate
- [ ] Worker’s Compensation Certificate
- [ ] Bus inventory form (capacity, year, make and mileage)
- [ ] Bid Security
- [ ] Three years of financial statements and balances
- [ ] Contract Documents
- [ ] Three years of financial statements and balances
- [ ] Vendor W-9
FORM A

BID/RFP RESPONSE FORM

The undersigned, in submitting this Bid/RFP and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/RFP; that he/she will abide by all the policies and procedures of Highland Park ISD; and that he/she has read this entire Bid/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 Bid/RFP.

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

SUBMITTED BY:

Firm: ____________________________________________________________

(LEGAL Firm Name)

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 Bid/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 bid/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 bid/RFP award decisions, and the District reserves the right to accept or reject any bid/RFP based upon any deviations indicated below or in any attachments or inclusions.

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

☐ No Deviation
☐ Yes Deviations

Firm’s Name:  

Name of Authorized Company Official:  

Title of Authorized Company Official:  

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

Firm’s Name:  

Name of Authorized Company Official:  

(Typed or printed)

Title of Authorized Company Official:  

(Typed or printed)

Signature of Authorized Company Official:  

Date Signed:  

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

(a) CRIMINAL BACKGROUND CHECK
Firm will obtain history record information that relates to an employee, applicant for employment, or agent of the Firm if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Firm certifies to the HPISD 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 HPISD’s property or other location where students are regularly present. HPISD 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-HELDED CORPORATION.

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

Firm’s Name: ________________________________
Name of Authorized Company Official: ____________________________________________

(please print clearly or type)

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable:
Signature of Company Official: ____________________________ Date: ________________

B. My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company Official: ____________________________ Date: ________________

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

Signature of Company Official: ____________________________ Date: ________________

FORM D – CONTINUES ON NEXT PAGE ...
Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Highland Park ISD pursuant to this bid/RFP on any and all Highland Park ISD campuses or facilities. Vendor will not assign individuals to provide services at an Highland Park 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 Highland Park ISD.
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 _____
DEBARMENT OR SUSPENSION CERTIFICATION FORM

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

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

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

Firm’s Name: ____________________________________________

Name of Authorized Company Official: ____________________________

(Typed or printed)

Title of Authorized Company Official: ____________________________

(Typed or printed)

Signature of Authorized Company Official: _______________________

Date Signed: ____________________________________
FORM G

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.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

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

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

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

Name of Officer

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

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

[ ] Yes [ ] No

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

[ ] Yes [ ] No

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

[ ] Yes [ ] No

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

4

__________________________________________________________                   _________________
Signature of person doing business with the governmental entity                     Date
FORM H

VENDOR DATA FORM

How long has the company been in business?  

<table>
<thead>
<tr>
<th>1. For Purchase Orders: ORDERING ADDRESS INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Business Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Does your company accept orders via email?</td>
</tr>
<tr>
<td>Yes [ ]</td>
</tr>
<tr>
<td>No [ ]</td>
</tr>
<tr>
<td>If yes, what is the ordering email address?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. For Payments: REMITTANCE ADDRESS INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Business Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. For Routing: ROUTING ADDRESS INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Business Phone:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
</tbody>
</table>
FORM I  
DISCLOSURE OF INTERESTED PARTIES (FORM 1295)

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

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

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

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

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

**Contract Procedures for HB 1295 – Interested Parties**

In order to comply with HB 1295, the following procedures are to be followed for **all contracts and purchase orders requiring Board approval**. This includes amended, extended, or renewed contracts per HB 1295. Vendors must follow the steps below and complete form 1295 **online** with the Texas Ethics Commission **before** engaging in business with Highland Park ISD:

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

**The District's Purchasing Office only has 30 days** to complete the process with the Texas Ethics Commission after the Board approves the purchase. It is critical that these steps are followed in a timely manner. If you have any questions, please contact **Mary B Witcher**. The Texas Ethics Commission can be reached at 512.463.5800 to assist vendors with specific questions and technical support.
FORM J

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL
[Govt Code 808 (HB89) and Govt Code 2252 (SB252)]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the “Vendor Companies”), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

_______ Initials of Authorized Representative of Vendor

Vendor’s Name/Company Name: ________________________________

Address, City, State, and Zip Code: ________________________________

Phone Number: ________________ Fax Number: ____________________

Printed Name and Title of Authorized Representative: __________________

Email Address: ________________________________

Signature of Authorized Representative: _____________________________

Date: ________________ Federal Tax ID #: ____________________________

HPISD PURCHASING OFFICE (INTERNAL REVIEW):

Comptroller List was reviewed and The Vendor ( IS ) ( IS NOT ) on the lists (Circle one).

Verified by: (Name and Date):
SECTION III - SPECIAL TERMS & CONDITIONS/RFP SPECIFICATIONS

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

Each proposal must contain a completed Proposal Form Price Schedule (cost proposal), Submittals 1-17, forms A-I, any proposed modifications to the Agreement for furnishing Student 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.

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.hpisd.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# 201710-STS" must contain:

a. Forms A - J
b. Submittals 1 - 17
c. Bid Security
d. Workers’ Compensation Certificate
e. Evidence of Current Insurance or Insurability if Selected
Proposers shall submit with their proposals the contract document that they are prepared to execute. The contract should be effective beginning **August 1, 2018 and ending July 31, 2023**, but be renewable by mutual agreement for 5 additional terms of 1 school year. District reserves the right to negotiate provisions to proposed contract.

each Proposer must include the last three years of financial statements and balance sheets.

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)

Any other documents as outlined on the checklist on page 5.

**Proposal Form (page 22)**

The District requires proposers to submit the Proposal Form reflecting the following scenario(s):

1. The fleet with all buses (special needs, athletics, field trip, and spares) equipped with air-conditioning and heat.

**Alternate Proposal(s)**

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 V – 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.

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

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

Submittal 2: Experience in School Transportation
Respondent shall provide a statement of its qualifications to provide the specific services requested herein.

Submittal 3: Staffing Plan
Respondent shall submit a staffing plan that clearly shows how the daily operations of the local compound(s) will be managed during the normal hours of operation, plus during any emergency or after-hours situation that may arise. This plan must include both operations and vehicle maintenance functions. Please include in staffing dedicated contacts for Field Trips/Athletic buses, Routing, and Contract/Invoice questions.

Submittal 4: 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.

A. Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages? Yes _____ No _____
   a. Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

B. Do you require any daily regular written reports from your drivers on the condition of their vehicles? Yes _____ No _____
   a. Briefly describe and provide a sample of these reports, (including your daily bus checkout report form) and note their frequency.

C. Do you use any other methods of identifying defects in buses? (If so, please describe.)
   Yes _____ No _____

D. What is your procedure for ensuring serious safety related or potentially vehicle-damaging defects are identified in a vehicle in a timely manner and the vehicle is immediately removed from service until such defects are corrected?
   a. How do you insure that identified defects are generally corrected in a logical order and within a reasonable time?

E. Do you maintain and evaluate records of road failures? Yes _____ No _____
   a. If Yes: During the past year, of the buses your firm maintained, on average how many per month experienced roadway failures?

F. During the past year, what percentage of time were the buses you maintained out of service? (This should include time for inspection, repair, maintenance, or other reasons.)
   Do you have a manpower or mechanic allotment schedule? (Number of buses per mechanic, etc.) Yes _____ No _____
   a. Briefly describe this schedule.

G. What qualification and experience requirements do you have for your mechanical personnel?

H. Do have a third party inspector come in to evaluate your buses? ______________
   i. If yes, how often?
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.

State the number of regular bus drivers you now have employed in Texas:
- School Districts: ________________
- Other: ________________

In other states:
- School Districts: ________________
- Other: ________________

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

d. If so, please describe the reviews.

e. How do you identify those drivers for whom retraining will be required?

L. If you currently have a driver training program, does the program include a section on transportation service for Special Needs pupils? (If available, please provide the outline or course of study.) Yes____ No____

M. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints (those which can be verified and are deemed serious)?
   a. Do your motivation and discipline programs offer progressive rewards and penalties?
      Yes____ No____
   b. Can drivers participate in defining and developing standards, rewards and penalties?
      Yes____ No____
   c. What monetary rewards and penalties are offered?
   d. What non-monetary rewards and penalties are offered?

Submittal 7: Driver Safety and Training Program

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

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

<table>
<thead>
<tr>
<th></th>
<th>School Bus Accidents</th>
<th>Motor Vehicle Accidents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>per million vehicle miles</td>
<td>per million vehicle miles</td>
</tr>
<tr>
<td>2014-15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

What are your procedures for accident reporting?
A. How quickly do you report the information to your client and who do you contact?

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

Submittal 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.

How does your company measure:
A. Parent satisfaction?
B. Administrator satisfaction?
C. HPISD Employee Satisfaction?
D. Your company Employee Satisfaction?
E. Customer Satisfaction?

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 Student transportation services.

Site evaluation criteria, not listed in any order of weight or priority, are as follows:
- Personnel
- Overall Appearance of Facility
- Fleet Quality
- Record-keeping

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

Submittal 17: **All other documents which include:**
(a) Forms A through I
(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 Purchasing Coordinator (WitchEM@hpisd.org) for questions or information. Any attempt to contact other District personnel or the Board will be grounds for rejection.

Transportation Data

An overview of the district’s current transportation services is attached at the end of this proposal. – Attachment A

Fuel

The Proposer will supply all liquids, lubricants, and fuel needed in the performance of the Contract.

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 and exceed twelve years at any point.**
Special Education Department Needs

- All buses that transport special education students as specialized transportation per the students IEP will need to have a driver and a monitor.
- All buses that transport special education students as specialized transportation per the students IEP will need to have the driver to maintain a log of which students were on the bus each and every day for each route.
- All buses that transport special education students as specialized transportation per the students IEP will need to be available year round to include the school year and summer ESY.
- All buses that transport special education students as specialized transportation per the students IEP will need to make staff available for specialized training to be provided to any driver or monitor.
- Must be able to collaborate on documentation for specialized request for students who receive special education services.
- Must be able to develop transportation routes that will ensure that students with specialized needs are delivered door to door transportation per the student's IEP within a reasonable period of time that does not exceed one hour.
- Must be able to work collaboratively with the special education department to develop routes for students with specialized behavioral or medical needs.
- Must be able to provide specialized wheelchair buses, harnesses and safety seats as required for students with disabilities who have specialized needs.
- Must be able to provide for cameras on any and all buses as needed.

Can your company accommodate these circumstances? Yes______ No______

Please explain ________________________________________________

____________________________________________________________________________

Dedicated Student Activity Buses

Due to the volume of Field Trips, Athletics, and Fine Arts activities, the district would like 5-15 buses available for student activities. These buses are not to be part of the day to day fleet, nor used as a backup for mechanical failures. Our expectation is that this reserve fleet will be available, serviced and fueled for activities as they arise. This includes spring break, winter break, holidays, and weekends if necessary.

The Proposer shall be prepared to fulfill all of the district’s field trip and extracurricular transportation needs as needed. There should be an online bus request system in place for booking these trips when they arise. Details, like the following, should be addressed:

(a) Lead time required to reserve buses
(b) Rain policy for field trips
(c) Cancelation policy

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. All Special Needs buses must have proper safety equipment included (seatbelts, wheelchair straps, etc.)
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. All transportation vehicles will be clearly marked with a number distinguishing that vehicle from the other
vehicles in the fleet for easy public identification.

7. There should be an online bus request system in place for reserving buses as needed for Athletics, Field Trips, and other extracurricular activities. This system should be accessible for HPISD users.

**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.

**Additional Equipment/Safety Devices on Buses**

The expectation of the district is for the provider to provide any additional safety equipment needed for students. This includes but is not limited to child car seats and child safety restraints.

**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 and Contact Information**

The contract should be effective beginning **August 1, 2018 and ending July 31, 2023**, but be renewable by mutual agreement for 5 additional terms of 1 school year. District reserves the right to negotiate provisions to proposed contract.

Please provide the contact name and information of your company’s individual who has the authority to discuss invoice issues and make contractual decisions.

Main Contact Name: _______________________________________________ Phone: __________________________

Email: ___________________________________________________________ Fax: __________________________

Invoicing Contact: _______________________________________________ Phone: __________________________

Email: ___________________________________________________________ Fax: __________________________
SECTION IV - 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 III – Special Terms & Conditions/RFP Specifications before filling-in the proposal pricing information.

PROPOSAL FORM
All buses with climate control

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.

<table>
<thead>
<tr>
<th>Special Education</th>
<th>Home-to-School Transportation</th>
<th>Normal District School Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Based on 4 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Capacity</td>
<td>Daily Rate</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>24 and smaller</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Education</th>
<th>Home-to-School Transportation</th>
<th>Extended School Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Based on 4 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bus Capacity</td>
<td>Daily Rate</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>24 and smaller</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>Hourly Rate</th>
<th>Mileage Rate</th>
<th>Minimum Call-out Charge</th>
</tr>
</thead>
<tbody>
<tr>
<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 scheduled trip origin, 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.*
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.
CURRENT DISTRICT LEVEL OF SERVICE (SAMPLE)

SPECIAL ED

<table>
<thead>
<tr>
<th></th>
<th>Number of Daily Rate</th>
<th>Number of Hourly Rate</th>
<th>Number of Mileage Rate</th>
<th>Number of Hours*</th>
<th>Number of Miles*</th>
<th>Number of Days Billed</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional Home-To-School Service (price includes drivers and monitors)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24 and fewer (includes bus monitor cost)</td>
<td>335.118</td>
<td>x 4</td>
<td>+</td>
<td>x</td>
<td>+ 180</td>
<td>= $241,285.00</td>
<td></td>
</tr>
</tbody>
</table>

Extended Year Home-To-School Service (price includes drivers and monitors)

|                     |                       |                       |                        |                  |                   |                      |              |
| 24 and fewer (includes bus monitor cost)       |                       |                       |                        |                  |                   | 292 x 20             | Included in above cost |

OTHER

Other Services:

Field Trips, Athletics, Fine Arts – billed per trip

|                     |                       | 126                   | 90.00*                 | +                 | n/a               | n/a                  | = 69,587.29  |

* $90/hr for 1st 2 hours. $45/hr for all additional hours.

Total Proposed Billing  

$310,872.29

Hours shown represent all hours in excess including time for bus pre/post trip, checkout, clean-up and layover time.
**SPECIAL ED**

**CONTRACTOR’S PROPOSAL TABULATION FORM**

### SPECIAL ED

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

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

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Daily Rate</th>
<th>Hourly Rate</th>
<th>Miles Rate</th>
<th>Days Billed</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 and fewer</td>
<td>$x</td>
<td>$x</td>
<td>$x</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>25-54 passenger</td>
<td>$x</td>
<td>$x</td>
<td>$x</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Daily Rate</th>
<th>Hourly Rate</th>
<th>Miles Rate</th>
<th>Days Billed</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 and fewer</td>
<td>$x</td>
<td>$x</td>
<td>$x</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>25-54 passenger</td>
<td>$x</td>
<td>$x</td>
<td>$x</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

#### Other Transportation Services:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Daily Rate</th>
<th>Mileage Rate</th>
<th>Days Billed</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Bus Capacities</td>
<td>$x</td>
<td>$x</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Bus Monitors/Aides</td>
<td>$x</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

### OTHER

#### Other Services Proposed:

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Daily Rate</th>
<th>Hourly Rate</th>
<th>Miles Rate</th>
<th>Days Billed</th>
<th>Total Cost</th>
</tr>
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<tbody>
<tr>
<td>Field Trips</td>
<td>$x</td>
<td>$x</td>
<td>$x</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Athletics / Fine Arts</td>
<td>$x</td>
<td>$x</td>
<td>$x</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$x</td>
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<td>$x</td>
<td>$x</td>
<td>$x</td>
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<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 Form.*
THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE NOTICE TO PROPOSERS, INFORMATION FOR PROPOSERS, AGREEMENT FOR FURNISHING STUDENT 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

________________________________________
Email Address

________________________________________
Date Signed
WORKERS' COMPENSATION CERTIFICATE

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY LIMITS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Statutory</th>
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</thead>
<tbody>
<tr>
<td>Workers' Compensation:</td>
<td></td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability:</td>
<td></td>
<td>Each Accident</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Disease - Each Employee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Disease - Policy Limit</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 1,000,000</td>
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<tr>
<td></td>
<td></td>
<td>1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000,000</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.
The insurance requirements as listed above are the minimum requirements set by HPISD to the vendor. This requirement also applies to any sub-contractor(s) in the event that any that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

1. Should any of the above described policies be cancelled before the expiration date, the issuing company shall mail thirty (30) days advance written notice to the certificate holder, Highland Park ISD.

2. The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.

3. THE CONTRACTOR SHALL HOLD THE DISTRICT HARMLESS FROM AND INDEMNIFY IT AGAINST ALL LIABILITY, INCLUDING ATTORNEY’S FEES, WHICH MAY ARISE FROM AND ACCRUE DIRECTLY FROM THE PERFORMANCE OF THE WORK OR ANY OBLIGATION OF CONTRACTOR OR FAILURE OF CONTRACTOR TO PERFORM ANY WORK OR OBLIGATION PROVIDED FOR IN THIS AGREEMENT.

4. The selected proposer will be required to supply an insurance certificate naming Highland Park Independent School District as an additional insured.

**You are required to submit a certificate of insurance for the above insurance requirements with your bid. **

**Item #2, 3, 4 (above) shall be required of the successful vendor/s only. **
NOTE: ADDITIONAL INSURED

Highland Park Independent School District must be named as additional insured on certificate of insurance if your firm 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, nonpublic school or county superintendent of schools which (whom) currently contracts for student transportation services from my firm.

Company Name

Signature of Authorized Agent

Date

NOTE: Proposers must 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:
You may use this chart or attach your own sheet.

<table>
<thead>
<tr>
<th>BUS NUMBER</th>
<th>PASSENGER CAPACITY</th>
<th>YEAR OF MANUFACTURE</th>
<th>MAKE</th>
<th>MILEAGE</th>
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SECTION V – 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;
2. the reputation of the vendor and of the vendor’s goods or services;
3. the quality of the vendor’s goods or services;
4. the extent to which the goods or services meet the District’s needs;
5. the vendor’s past relationship with the District
6. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the District to acquire the vendor’s goods or services;
8. if applicable to this bid/RFP:
   for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor’s ultimate parent company or majority owner:
   a. has its principal place of business in this state; or
   b. employs at least 500 persons in this state; and
9. any other relevant factor specifically listed in the request for bids or proposals

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase price and total long term cost to the District</td>
<td>35</td>
</tr>
<tr>
<td>Reputation of the vendor and vendor’s goods or services - references</td>
<td>10</td>
</tr>
<tr>
<td>Fleet service and quality</td>
<td>10</td>
</tr>
<tr>
<td>Extent to which the goods or services meet the District’s needs</td>
<td>10</td>
</tr>
<tr>
<td>Vendor’s past relationship with the District</td>
<td>0</td>
</tr>
<tr>
<td>Impact of District’s compliance with laws and rules relating to Historically Underutilized Businesses</td>
<td>0</td>
</tr>
<tr>
<td>Principal place of business or number of employees in the State</td>
<td>5</td>
</tr>
<tr>
<td>Experience with school districts</td>
<td>5</td>
</tr>
<tr>
<td>Safety procedures</td>
<td>10</td>
</tr>
<tr>
<td>Other relevant factors specifically listed in this RFP</td>
<td>15</td>
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<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
SECTION VI – INSTRUCTIONS TO PROPOSERS

1. To be considered a responsive Bid/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 bid/RFP date and time. Each bid/RFP shall be placed in a separate envelope and properly identified with the Bid/RFP Number, Bid/RFP Title, Name of Company submitting bid/RFP, and the established time and date to be opened.

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

3. If any exceptions are taken to any portion of this Bid/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 Bid/RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the Bid/RFP as proposed by the District. The District reserves the right to reject a bid/RFP containing exceptions, additions, qualifications, or conditions.

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

5. Bids/RFPs must be received in the Purchasing Department 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 HPISD Purchasing Department 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:

   Highland Park Independent School District
   Attention: Mary Witcher
   Purchasing Coordinator
   6915 Westchester Drive
   Dallas, TX 75205

7. All questions regarding this invitation must be submitted in writing (email preferred) to Mary Witcher (WitcheM@hpisd.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 Highland Park ISD web page. You may obtain the addenda from our internet/web site address at http://www.hpisd.org/Departments/Purchasing/CurrentBidsandProposals.aspx. It is the responsibility of each bidder/proposer to obtain all addenda that pertains to this bid/RFP. Bidders/Proposers who submit a bid/RFP without acknowledging receipt of all addenda issued may be deemed to have submitted a bid/RFP not responsive to this solicitation. Failure to receive such addenda does not relieve bidder/proposer from any obligation under the bid/RFP submitted. All formal written addenda become a part of the bid/RFP documents. Bidders/proposers shall acknowledge receipt of all addenda in the Bid/RFP Response Form.

9. Bids/RFPs must remain open for acceptance for a period of ninety (90) 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 Highland Park ISD.

11. All Bidders/Proposers must execute the forms enclosed (or otherwise requested herein) for the bid/RFP to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required by the Bid/RFP Form must be included with the Bid/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 Texas Ethics Commission web address at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

13. It is the policy of Highland Park 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.

14. 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 Bid/RFP is released until the award.

15. This bid/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 Highland Park Independent School District, is at any time while the bid/RFP is in effect, an employee of any other party to the bid/RFP in any capacity or a consultant to any other party of the bid/RFP with respect to the subject matter of the bid/RFP.

16. 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.

17. 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 Highland Park 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](http://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. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this bid/RFP, subject to verification of the same or lower prices and conditions on bid/RFP.

This document is provided as a courtesy only and does not relieve the Bidder/Proposer of his/her responsibility to contact HPISD Purchasing Department to obtain Bid/RFP documents. It is also the responsibility of the Bidder/Proposer to keep HPISD advised of current mailing and email addresses. **HPISD IS NOT RESPONSIBLE FOR UNDELIVERABLE MAIL OR EMAIL.**
SECTION VII - RFP REQUIREMENTS AND CONDITIONS

In submitting a bid/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 bid/RFP between the vendor and the Highland Park Independent School District. By submitting a bid/RFP, each bidder/proposer agrees to waive any claim it has or may have against the Highland Park Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any bid/RFP; waiver of any requirements under the Bid/RFP documents; acceptance or rejection of any Bids/RFPs; and award of Contracts, if any.

1. WITHDRAWING BIDS/RFP

Bids/RFPs deposited with the Highland Park Independent School District (hereinafter called “HPISD” or "District") can be withdrawn, upon written request, prior to the time set for opening bids/RFPs. A bid/RFP may not be withdrawn after the bids/RFPs have been opened, and the Bidder/Proposer, by submitting a bid/RFP, warrants and guarantees that the bid/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 Highland Park Independent School District Purchasing Department office PRIOR TO the bid/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 bid/RFP prices and quantities shown in the bid/RFP.

The Highland Park 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 Purchasing Department will notify those firms submitting late bids/RFPs and will hold documents for pick-up for five (5) business days following late bid/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 V - RFP Evaluation Criteria)

The District reserves the right to award this bid/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 bid/RFP.

Regardless of the award of Bid/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. Bid/RFP received after the time limit for receiving bids as stated in the advertisement.
B. Bid/RFP containing any irregularities.
C. Unbalanced value of any items.
D. Improper or insufficient bid/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 bid/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 bid/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 Bid/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 Bid/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 Bid/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 bid/RFP, properly referenced and clearly marked so as to indicate related bid/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, bid/RFP number, and item number on the bid/RFP. **DO NOT ENCLOSE IN OR ATTACH BID/RFP TO SAMPLE.** HPISD 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 bid/RFP (not stated on Section II – Special Terms & Conditions/Bid Specifications) HPISD reserves the right to request samples and/or product specification documents for any merchandise submitted for bid/RFP before final selections are made. Samples and/or product specifications requested after bid/RFP opening must be received within five (5) calendar days after request.
SECTION VIII – GENERAL TERMS AND CONDITIONS

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.

1. 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 HPISD 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:

Highland Park Independent School District  
ATTN: Accounts Payable  
7015 Westchester Drive  
Dallas, TX 75205

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 Bid/RFP. Proprietary/Trade Secret information pertaining to this bid/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 Bid/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 Highland Park 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 HPISD, 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 HPISD 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 HPISD shall have no liability for, any costs under this Bid/RFP that are not necessary for actual performance of the Bid/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, HPISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

The HPISD can terminate any resulting award for this bid/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 HPISD to terminate this bid/RFP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this bid/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 bid/RFP, and such default shall be grounds for the District to terminate any resulting award for this bid/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 bid/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 bid/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 Bid/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 Highland Park Independent School District with a view toward securing a bid/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 bid/RFP shall be enforceable in Dallas 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 Dallas 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 Bid/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 Bid/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 Bid/RFP.

12. DELIVERIES OF GOODS

A. A specific delivery date may be required to be a part of each bid/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 bid/RFP shall be delivered F.O.B Destination Highland Park ISD, from point of assembly to the District location(s) specified on each purchase order. **BID/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 Highland Park 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 Highland Park 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 HPISD 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 HPISD 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 bid/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 bid/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 bid/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, supplier’s, 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 Bid/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 Bid/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 bid/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 bid/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 Highland Park 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 bid/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.
SECTION IX - EXHIBITS

A.  List of Campus Locations

B.  Map of Highland Park ISD Campus Locations

C.  List of Campus Start Times

D.  Instructional Calendar 2017-2018

E.  Highland Park ISD Transportation Data
## EXHIBIT A - LIST OF CAMPUS LOCATIONS

<table>
<thead>
<tr>
<th>CAMPUS</th>
<th>ADDRESS</th>
<th>GRADES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highland Park High School</td>
<td>4220 Emerson Avenue, Dallas, TX 75205</td>
<td>9 - 12</td>
</tr>
<tr>
<td>Highland Park Middle School / Arch H. McCulloch Intermediate School</td>
<td>3555 Granada Avenue, Dallas, TX 75205</td>
<td>5 - 8</td>
</tr>
<tr>
<td>John S. Armstrong Elementary</td>
<td>3600 Cornell Avenue, Dallas, TX 75205</td>
<td>K – 4</td>
</tr>
<tr>
<td>John S. Bradfield Elementary</td>
<td>4300 Southern Avenue, Dallas, TX 75205</td>
<td>K – 4</td>
</tr>
<tr>
<td>Robert S. Hyer Elementary – will be closed for school year 2018-2019</td>
<td>3920 Caruth Blvd., Dallas, TX 75225</td>
<td>K – 4</td>
</tr>
<tr>
<td>University Park Elementary – currently under construction, slated to open Fall 2018.</td>
<td>3505 Amherst Avenue, Dallas, TX 75225</td>
<td>K – 4</td>
</tr>
<tr>
<td>Elementary #5 – currently houses UP Elementary. Will house Hyer Elementary for two school years 2018 – 2020.</td>
<td>8385 Durham Street, Dallas, TX 75225</td>
<td>K - 4</td>
</tr>
</tbody>
</table>
EXHIBIT B – MAP OF HIGHLAND PARK ISD CAMPUS LOCATIONS
EXHIBIT C - LIST OF SCHOOL HOURS

Elementary School Hours (Armstrong, Bradfield, Hyer, and University Park)
  - Pre-K/PPCD: 9 a.m. – 2:00 p.m.
  - Grades K – 4: 8 a.m. – 3:15 p.m.

McCulloch Intermediate School Hours
  - Grades 5 & 6: 8:20 a.m.–3:40 p.m.

Highland Park Middle School Hours
  - Grades 7 & 8: 8 a.m.–3:15 p.m.

Highland Park High School Hours
  - Grades 9 - 12: 8:10 a.m.–3:30 p.m.

HPISD currently anticipates the following school schedule and bus schedule for the next school year*:

<table>
<thead>
<tr>
<th>CAMPUS</th>
<th>EARLIEST POSSIBLE DROP OFF TIME</th>
<th>SCHOOL HOURS</th>
<th>PM PICK UP TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Armstrong Elementary</td>
<td>7:30 AM</td>
<td>Pre-K/PPCD: 9 a.m. – 2:00 p.m. Grades k – 4: 8 a.m. – 3:15 p.m.</td>
<td>ASAP after classes end</td>
</tr>
<tr>
<td>Bradfield Elementary</td>
<td>7:30 AM</td>
<td>Pre-K/PPCD: 9 a.m. – 2:00 p.m. Grades k – 4: 8 a.m. – 3:15 p.m.</td>
<td>ASAP after classes end</td>
</tr>
<tr>
<td>Hyer Elementary</td>
<td>7:30 AM</td>
<td>Pre-K/PPCD: 9 a.m. – 2:00 p.m. Grades k – 4: 8 a.m. – 3:15 p.m.</td>
<td>ASAP after classes end</td>
</tr>
<tr>
<td>UP Elementary</td>
<td>7:30 AM</td>
<td>Pre-K/PPCD: 9 a.m. – 2:00 p.m. Grades k – 4: 8 a.m. – 3:15 p.m.</td>
<td>ASAP after classes end</td>
</tr>
<tr>
<td>McCulloch Intermediate</td>
<td>7:30 AM</td>
<td>Grades 5 &amp; 6: 8:20 a.m.–3:40 p.m.</td>
<td>ASAP after classes end</td>
</tr>
<tr>
<td>Highland Park Middle School</td>
<td>7:30 AM</td>
<td>Grades 7 &amp; 8: 8 a.m.–3:15 p.m.</td>
<td>ASAP after classes end</td>
</tr>
<tr>
<td>Highland Park High School</td>
<td>8:00 AM</td>
<td>Grades 9 - 12: 8:10 a.m.–3:30 p.m.</td>
<td>ASAP after classes end</td>
</tr>
</tbody>
</table>

*HPISD shall alter schedules as needed at HPISD’s sole discretion to ensure the needs of students are met.

Does your organization see any problems with this schedule? Yes _____ No _____
If yes, please explain the issues with this bus schedule.
EXHIBIT D – INSTRUCTIONAL CALENDAR 2017-2018

*While HPISD will not have the 2018-2019 calendar approved until the Spring of 2018, it should be similar to this one for 2017-2018.

2017-18 HPISD Calendar Grades K-12

<table>
<thead>
<tr>
<th>Dates at a Glance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug. 18-25</td>
</tr>
<tr>
<td>Aug. 28</td>
</tr>
<tr>
<td>Sept. 4</td>
</tr>
<tr>
<td>Sept. 22</td>
</tr>
<tr>
<td>Oct. 16</td>
</tr>
<tr>
<td>Oct. 27</td>
</tr>
<tr>
<td>Nov. 22-24</td>
</tr>
<tr>
<td>Dec. 21</td>
</tr>
<tr>
<td>Dec. 23</td>
</tr>
<tr>
<td>Dec. 25-Jan. 5</td>
</tr>
<tr>
<td>Jan. 8</td>
</tr>
<tr>
<td>Jan. 15</td>
</tr>
<tr>
<td>Jan. 26</td>
</tr>
<tr>
<td>Feb. 19</td>
</tr>
<tr>
<td>March 12-16</td>
</tr>
<tr>
<td>March 29</td>
</tr>
<tr>
<td>March 30</td>
</tr>
<tr>
<td>April 3-6**</td>
</tr>
<tr>
<td>April 13</td>
</tr>
<tr>
<td>April 30-May 18**</td>
</tr>
<tr>
<td>May 28</td>
</tr>
<tr>
<td>May 31*</td>
</tr>
<tr>
<td>June 1*</td>
</tr>
<tr>
<td>June 2*</td>
</tr>
<tr>
<td>June 4*</td>
</tr>
<tr>
<td>June 5*</td>
</tr>
</tbody>
</table>

* Please note that Texas school districts are required to build two bad weather makeup days into the calendars. If the June 4 and/or the June 5 bad weather makeup days must be used, students and staff will attend school those days. Final exams and early release days will be moved to the last two days of school, and the Staff Work Day will be moved to the day following the last day of school.

** Please note that state assessment dates may change.
EXHIBIT E – HIGHLAND PARK ISD TRANSPORTATION DATA

Summary of Current Transportation

Number of buses in use for Special Needs Routing, all with air-conditioning and heat:
- Wheelchair buses: 1, capacity 4 seats and 4 wheelchair spaces
- 15 Passenger: 3

Number of current Routes:
- Regular Routes: 0
- Special Needs Routes: 4
- Special Needs Monitors: 4

Number of Riders:
- Regular Routes: 0
- Special Needs: 26

Miles per Day:
- Regular Routes: 0
- Special Needs Routes: 293.6 miles per day total between 5 routes
- ESY Routes: 292 miles per day for 20 days

Number of Drivers:
- Special Needs Routes: 4

Field Trips and Athletics (for 2015-2016 s.y.)
- Total Trips: 196
- Total Miles: 14,371

Routes by Campus

<table>
<thead>
<tr>
<th>CAMPUS</th>
<th>SPECIAL NEEDS BUSES – 5 total, shared between all campuses</th>
<th># OF STUDENTS</th>
<th>OTHER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Highland Park High School</td>
<td>Routes 200, 201, 202, 203</td>
<td>16</td>
<td></td>
</tr>
<tr>
<td>Highland Park Middle School</td>
<td>Route 202</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>McCulloch Intermediate School</td>
<td>Route 203</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Armstrong Elementary</td>
<td>Routes 200 &amp; 203</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Bradfield Elementary</td>
<td>Route 202</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Hyer Elementary</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>UP Elementary</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Elementary #5</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

END OF RFP DOCUMENT.