



**REQUEST FOR PROPOSAL**

**Transportation Services**

**Proposal Release Date**                      **July 31, 2018**

**Proposal Due Date:**                      **August 15, 2018**

**The Rhodes**

**School**

**Transportation Services**

**11821 East Freeway, Suite 400, Houston, 77029**

**Request for Proposal (RFP)**

Enclosed is a Request for Proposal (RFP) for Transportation Services. The proposed Agreement calls for an initial three-year award period, with two one-year renewal options. The responsive Proposal will comply with all federal, state and local regulations and all other terms and conditions of this RFP. Information regarding the services to be provided, information which must be submitted as part of the Proposal, and related details are included in the accompanying RFP.

All interested parties must submit Proposals by **Wednesday, August 15, 2018**, by 12:00 Noon, **No late submittals will be accepted.** The Rhodes School Board of Directors reserves the right to accept or reject any or all Proposals, to waive any irregularities, and to accept the Proposal that is in the best interest of the school. The school shall be held harmless for any failure to solicit proposals from potential firms. The award for Transportation Services will be considered by the Board at its August 2018 meeting.

Companies are to submit four (4) originals of their response to the RFP. Proposals shall be delivered in sealed envelopes clearly marked as indicated below.

**Educational Consultant**  
**Attn: Ellis W. Douglas**  
**1146 Marcella Street**  
**Houston, Texas 77091-5517**  
**Attn: "Transportation Proposal"**

All communications by the Company concerning this RFP, including requests for additional information or clarification, prior to preparing its Proposal, must be directed to Ellis W. Douglas, via phone at (281) 636-2302 or via email at [ewdouglas@hotmail.com](mailto:ewdouglas@hotmail.com)

Any explanation of or questions regarding the RFP or its related documents must be requested in writing by **4:00 p.m., August 7, 2018.**

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11821 East Freeway, Suite 400, Houston, 77029**

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**The Rhodes School  
REQUEST FOR PROPOSAL**

**Title:** Educational Consultant  
**Issue Date:** July 31, 2018  
**E-mail:** [ewdouglas@hotmail.com](mailto:ewdouglas@hotmail.com)

**Contact Person:** Ellis W. Douglas  
**Phone #:** (281)636-2302

**RETURN PROPOSAL NO LATER THAN: August 15, 2018, at 12:00 Noon**

**RETURN PROPOSALS AND ADDENDA TO:**

Educational Consultant  
Attn: Ellis W. Douglas  
**1146 Marcella Street  
Houston, Texas 77091-5517  
Attn: "Transportation Proposal"**

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

**SIGNATURE REQUIRED**

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

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**IMPORTANT DATES**

ISSUE DATE: July 31, 2018

QUESTIONS DUE TO Consultant: August 7, 2018, by 4:00 p.m.

DEADLINE DATE and TIME: August 15, 2018, no later than 12:00 NOON

**Proposals received after the deadline may not be accepted and may be returned to the vendor unopened.**

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**INTRODUCTION AND GENERAL INFORMATION**

The Rhodes School (hereinafter referred to as “the school”) is seeking bids from qualified vendors to provide pupil transportation services for three (3) years, as specified herein, for the 2018-2019, 2019- 2020 and 2020-2021 school years, with an optional two (2) extension for the 2021-2022 and 2022-2023 school years .

Although the school has made an attempt to provide accurate and up-to-date information, The school does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

OVERVIEW OF DISTRICT

The Rhodes School encompasses 20 square miles in Harris County. The school has 4 campuses, with a student population of over approximately 1380. Approximately 360 of these students ride school buses. The school has had consistent student numbers, with at least 10% growth for each of the last several years.

TRANSPORTATION SERVICES REQUIRED

Regular daily routes (single and double)  
Mid-Day Early Childhood Runs  
Extended Day Tutorial Runs  
Activity/Field trips

DAYS OPERATED

The school is typically in session for 174 days (August through May). A school year is typically the third Monday in August through the last Tuesday in May. Summer school begins shortly after the regular school year and runs 20-25 days.

EXPLANATION OF REQUEST FOR PROPOSAL

The enclosed request for proposal should bid for the transportation of students at The Rhodes School with the following option:

- Contracted service, with the contractor providing its own terminal and purchasing the fuel.  
OR
- Contracted service with the contractor using The Rhodes School terminal. Contractor shall purchase its own fuel.

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INSTRUCTIONS TO BIDDERS/BID CONDITIONS

Please be advised that in connection with the submission of any proposal to furnish transportation for the students of The Rhodes School, the following shall apply:

1. The Board of Education of The Rhodes School reserves the right to reject any or all proposals submitted. The school shall be held harmless for any failure to solicit proposals from any potential bidders. Subject to the foregoing, a contract resulting from this request for bids shall be awarded to the bidder submitting the lowest and best proposal for The Rhodes School. The school will evaluate the bids submitted and make an award to the bidder whose bid is most advantageous to the school, taking into account all relevant factors, including but not limited to: bid prices, bidder's experience and reliability, expertise of bidder's personnel, method of operation and age and condition of buses.

Any proposal to be considered by the Board must be filed by August 15, 2018 at 12:00 NOON at

Educational Consultant  
Attn: Ellis W. Douglas  
**1146 Marcella Street**  
**Houston, Texas 77091-5517**  
Attn: "Transportation Proposal"

2. No bid will be considered if received after the hour and date specified.
3. Bids must be filled out as requested, including all required signatures and pertinent information. No bid shall be subject to correction or amendment for any error or miscalculation. Services must be furnished at the prices submitted. No increase in price will be permitted during the term of the contract and all subsequent option years.
4. In connection with the performance of work under this contract, the bidder agrees to not unlawfully discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, gender, age or disability, or any other protected status or activity.
5. Bidders are requested to submit a firm price bid for three (3) school years of 2018-2019, 2019-2020 and 2020-2021 and a firm price optional extension for the two (2) school years of 2021-2022 and 2022-2023, expressed as a percentage increase of the firm price bid for the 2018-2019 school year. The Board of Education shall have the sole right to extend the contract for each of the option years.
6. Bidders should submit a bid to operate this contract from the contractor's terminal, with the contractor supplying the fuel.

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7. Bidders should anticipate the next few years that boundary changes could alter the configuration of bus routes and the size of the fleet. Staff, vehicles, routes and other services may also require adjustment pending transportation need changes; e.g., any changes to the educational program that would decrease the number of buses required will result in the reduction of the fee paid to the contractor. If such changes increase the number of buses required the terms of the contract may be changed to reflect such increase as mutually agreed upon by the parties.
8. If awarded a contract, the contractor shall agree and verify that all its employees are authorized and legally eligible to work in the United States.
9. If awarded a contract, the contractor must agree and provide proof that it:
  1. Has conducted a fingerprint background check on all its employees.
  2. No person will be hired with a felony conviction or a conviction of a crime involving moral turpitude.

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## **GENERAL CONTRACTUAL REQUIREMENTS**

### GENERAL DESCRIPTION OF SERVICES

Subject to the other provisions contained in this RFP, the successful contractor shall furnish bus transportation to all students of the school for whom the school shall order such service. For each student, the transportation shall be to and from the student's school and a point at, or reasonably near, the student's residence or another location approved by the school. Each student shall arrive at the student's school within a reasonable time span set by the Superintendent (or the Superintendent's designee) before the official daily opening of that school. For each student, the return trip from the student's school shall begin not more than ten minutes after the official daily closing of that school.

The Contractor shall furnish all vehicles, equipment, management personnel, maintenance staff, drivers, monitors, supplies, and materials needed to operate the required fleet of buses and to fulfill the provisions of the Contract and shall ensure all Contractor personnel follow and implement all Rhodes School policies and procedures.

The Contractor shall provide school bus personnel who are neat and clean in appearance. Clothing, including footwear, worn by the Contractor's school bus personnel shall be clean, serviceable and allow for the performance of student transportation functions without hindrance. In no instance shall the Contractor's school bus personnel wear tank tops, "muscle shirts," thongs or short shorts. All clothing worn by the Contractor's school bus personnel including without limitation all logos on clothing must be appropriate for a school setting—inappropriate logs include, but are not limited to alcoholic beverages, tobacco, suggestive words or images, weapons or violence. Hair, beards, and mustaches worn by the Contractor's school bus personnel must be clean and neatly trimmed to a length acceptable to the school.

The Contractor's school bus personnel shall not smoke at any time, including pre- and post-route times, on any school bus used in the performance of the Contract, nor shall school bus personnel smoke at any time in Rhodes School facilities or on surrounding school grounds or parking lots. Contractor supervisory staff shall monitor Contractor employees for compliance.

The school may schedule as many bus runs per vehicle per day as necessary to provide the most efficient use of vehicles. Staggering school starting times, and/or any other measures deemed appropriate by the school may make maximum optimization of vehicles possible.

The Contractor agrees to comply with all applicable federal, state, local, and District rules, laws, policies, and regulations, including without limitation all requirements and regulations imposed by the school, the Texas Education Agency, and the Texas Department of Transportation.

The Contractor shall fully coordinate all Contract activities with the school's designated representative.



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The contractor shall provide the transportation services outlined herein each school day of the school term, together with each school day during the summer school term, according to the school calendar to be established annually by the school. The regular school term is normally 174 school days. The summer school term will be between 20 and 25 school days. Any decision to close schools for inclement weather shall be solely that of the school, and the contractor shall provide transportation services in all weather conditions unless directed otherwise by the school. The contractor shall assist the school's designated representative in evaluating road conditions during inclement weather.

The school makes no guarantee or any other assurance to the contractor of the number of students within the school who will be or may become passengers of this service or the number of routes to be run by the contractor. The school estimates that transportation services will be needed for the routes listed in Attachment #1; however, the number of routes may change depending on the number of students and/or changes in the location of student residences. The route information is provided as a good-faith estimate based on current scheduling. There will also be summer school routes which shall be determined as set forth below.

The contractor shall transport at no additional cost to Rhodes School pupils living more than two miles from their assigned school as directed by the Superintendent or the Superintendent's designee. Only empty seats available on existing routes will be assigned as provided by Board policy.

Each student to be transported shall be provided a seat and the manufacturer's rated capacity for any vehicle used shall constitute the maximum number to be transported on such vehicle.

No bus transporting student passengers shall be simultaneously transporting any other type or category of riders, except those as designated by the Superintendent or the Superintendent's designee. The school shall not reimburse the contractor for any route where this ridership clause is violated.

The contractor shall also provide summer school transportation services in accordance with all of the standards, requirements and conditions set forth in this contract. The parties shall establish the number and size of regular and spare buses, the number and the timing of the routes, etc. using the same collaborative process as is used for the school year. The rates paid by the school or its subcontractor for summer school service shall be the same as the rates paid by the school for the immediately preceding school year. The contractor shall present a detailed plan for summer school transportation of pupils to the Superintendent or the Superintendent's designee no later than May 1 of each year and shall thereafter consult with the school's designated representative from time to time so that a final plan, including all routes, stops and schedules

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with adequate provisions for furnishing additional services as required by the school can be approved by the school and the contractor on or before May 15 of each year.

EQUIPMENT AND MAINTENANCE

The contractor shall provide school buses that meet or exceed all currently applicable State Standards for School Buses and School Bus Operations and continue to meet such standards in event of any modifications.

The contractor shall ensure that school buses used in the contract satisfy all applicable city, county, and state licensing and inspection requirements and display a current State of Texas motor vehicle inspection sticker.

The contractor shall supply additional buses each year of the contract term as needed for growth. The school shall determine the size of added buses. The contractor shall not use any bus that would be considered in out-of-service condition pursuant to state requirements for vehicles to transport students.

At the commencement of services to be furnished under the contract, the contractor shall furnish and make available to the school the necessary number of school buses to be used for basic service. This shall include lifts for special needs students.

Prior to being placed in service, each school bus to be used in the performance of this contract shall have passed all inspections required by law including without limitation those inspections conducted by the Texas Department of Transportation. It shall be the sole responsibility of the contractor at all times to maintain the school buses on hand or in the school in a clean, safe and proper mechanical condition. The contractor shall provide and furnish the services required to be performed on buses under this contract without interruption. Maintenance records shall be maintained and available to the school upon request. The contractor shall pay for all inspection fees and licenses required for the operation of school buses and shall pay all taxes imposed because of ownership of transportation equipment or the operation of its transportation services.

During winter, the contractor shall provide inside heated storage, freeze plug engine heaters, or other means for assuring that all buses, including standby buses, have a minimum inside temperature of 50°F when students are transported.

Bus interiors shall be swept on a daily basis and kept clean. The exterior of buses shall be kept clean to ensure visibility out of all windows and that the markings on the bus are visible. The Contractor shall wash buses monthly, or more frequently as needed.

The Contractor shall equip every school bus, including spares, used to fulfill this contract with a two-way communication system capable of reliably maintaining contact with any bus anywhere on the route.

It is preferred that all buses be equipped with GPS devices.

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Said buses shall be subject to inspection at any and all times by law enforcement agencies, District officials, or any person designated by the school as its agent to inspect same, for prescribed design and construction, required equipment, mechanical condition, or suitability for operation for conditions of overloading or otherwise improper operation. Any vehicle(s) failing to meet the requirements established herein shall be immobilized until all such requirements have been met.

**INSURANCE**

The Contractor shall at all times when the contract is and remains in force or while any services are being performed hereunder for the school during the term of the Contract, provide and maintain such policy or policies of public liability insurance coverage as will protect it and the school from all liability arising from or out of the service to be performed under the Contract, with limits of liability of not less than \$1,000,000 for bodily injury of any one person, or not less than \$3,000,000 for any one occurrence and of not less than \$500,000 for damages to property from any one occurrence. The Contractor shall cause the school, its Board of Education, the Superintendent and its employees to be named and covered as additional insured parties in such policy or policies of insurance, and shall promptly pay all premiums required to be paid in order to keep such policy or policies of insurance constantly in force. The underwriter for such insurance coverage shall be subject to the approval of the school and such underwriter shall be required by the Contractor to furnish the school with evidence of insurance for each such policy and to notify the school by certified mail of any changes in coverage or of its intent to cancel any such policies at least thirty (30) days before any such action is contemplated.

Other insurance required of the contractor: (a) property / casualty insurance on the buses and the contractor's other valuable equipment.

In addition to the insurance coverage provided for in the preceding paragraph, the contractor shall and hereby agrees to indemnify the school, Board of Education, the Superintendent and their respective agents, representatives and employees, and to defend and hold them harmless from and against all claims, losses and damages, including the cost of defending or prosecuting any claims on such account, suffered or resulting from any failure, omission, or breach on the part of the contractor or any party claiming by, through or under contractor in the performance of the contract.

Duly certified evidence of this insurance coverage shall be annually furnished to the school by July 1<sup>st</sup> of each contract year.

**Additional Requirements:**

The contractor shall supply fuel for school buses.

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The contractor shall provide telephone lines necessary to serve the school and its patrons on issues regarding transportation.

MANAGEMENT PERSONNEL

An experienced contract manager and one or more assistant managers shall be assigned by the contractor to manage the transportation operation. Prior to commencement of services to be furnished under the contract, the Superintendent and/or his/her designee shall meet with and interview the manager who will oversee the contract, and the prospective contract manager(s).

The school reserves the right to approve or disapprove candidates. The contractor shall agree that any substitution or change in management during the term of this contract must be equal to or better than the person being replaced as judged by education, qualifications and experience. Substitutions or replacements shall also be approved by the Superintendent and/or his/her designee. The school reserves the right to disapprove management personnel at any time during the life of the contract.

The contract manager or assistant manager shall be on duty at the terminals at all times when schools are in session and buses are operating, and be available to the school at other times should emergencies arise.

OTHER PERSONNEL

**Drivers:** The Contractor shall have a sufficient number of drivers hired, licensed, and trained to begin transportation of students by August 1<sup>st</sup> of each year.

BUS DRIVERS

The contractor shall employ as bus drivers only professional, well-trained, qualified drivers. Bus drivers shall be required at all times to operate school buses in a careful and prudent manner, to exercise the highest degree of care, and to observe and comply with all laws, ordinances, rules and regulations now in effect or hereafter enacted pertaining to the operation of motor vehicles and school buses, including all traffic ordinances prescribed by local municipalities in which such school buses may be required to operate in the performance of this contract. It shall be the sole responsibility of the contractor to have and to keep in its employ a sufficient number of fully qualified bus drivers to perform the services under this contract and to supervise and control the performance by each bus driver of his/her duties and responsibilities in the operation of school buses as herein prescribed and in compliance with all such laws, ordinances, rules and regulations.

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All drivers must be licensed in accordance with all applicable federal and state laws, regulations or policies and have a good driving record as verified by a license check with the state of Texas Department of Public Safety. The contractor shall verify each driving record every three months.

Prior to employment the contractor shall request criminal history background checks through law enforcement agencies in forms satisfactory to the school. Completed checks shall be sent to the school Office to the attention of the Human Resources Manager prior to any entrance on to District property or retention of any bus driver. Per legislation, any person with a felony conviction or a conviction involving a crime of moral turpitude is prohibited from employment. The employment of an individual with a criminal history will be at the sole and absolute discretion of the school.

The contractor shall implement and maintain a drug and alcohol testing program that requires drivers to undergo random drug testing. Included shall be a pre-employment, reasonable suspicion, post accident and return to work testing. The contractor shall make a copy of its drug and alcohol-testing program available to the school.

The contractor shall ensure that each driver completes an annual medical examination by a physician licensed in medicine or osteopathy in the state of Texas that indicates the driver has no limiting conditions for the safe operation of a school bus as well as any other medical examinations required by applicable law.

The contractor shall not hire any driver previously disapproved by the school.

The contractor shall at all times keep informed and instruct all of its bus drivers and other personnel employed by it in the performance of the contract of all applicable Board rules and policies affecting the operation of school buses, prescribing standards of performance for and conduct for pupils and methods and procedures for maintaining pupil discipline, and prescribing any other rules or regulations related to the transportation of its pupils under this contract. The contractor shall be responsible to the school for the enforcement of all such Board rules and policies by its personnel and for its compliance therewith in the performance of this contract. No bus driver shall be employed who does not meet the additional qualifications, if any, prescribed by Board rules and/or policies and no bus driver or other person employed by the contractor in the performance of the contract shall be retained by it who willfully or consistently violates any of the Board rules or policies of which the contractor has been duly notified. As duly appointed agent of the Board of Education, the Superintendent and/or his/her designee must approve the employment of all persons proposed to be employed under the contract. The Superintendent and/or his/her designee may require the contractor to investigate any employee's performance. At the written request of the Superintendent and/or his/her designee, the contractor shall reassign the employment of any person employed by it in the performance of the contract who, in the opinion of the Board of Education, shall be deemed unfit or unsuitable to service the school. In addition, upon receipt of the Superintendent's and/or his/her designee's good faith request in

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writing and for good cause, the contractor will not use any specified employee in service of the contract.

The contractor shall hire bus monitors for routes as requested by the school and will be responsible for all training. Monitors must be physically able to handle the duties required for this job.

The contractor shall annually provide the school, prior to the beginning of each school year, copies of new health certificates, and commercial driver licenses with school bus driver certification, as required by law for all drivers as well as any other licenses, inspections, records and/or other certificates required by applicable law. All such drivers shall be at least twenty-one years of age. No driver may be added without prior notification to the school. The contractor shall also provide to the school, at the time of employment, copies of background checks and data on new drivers.

Each driver shall be required to wear a photo ID card provided by the school while providing service under this contract.

The contractor shall assign the same school bus driver to an AM and PM route.

#### DRIVER TRAINING

The contractor shall ensure that all drivers have received comprehensive and thorough training, including classroom and behind-the-wheel bus driving experience, prior to transporting students. Regular training sessions for all drivers shall be conducted using Region IV Education Service Center driver training services. In lieu of services provided by Region IV, a written description of the driver training program shall be developed by the contractor that includes the areas of safety, discipline on the bus and emergency procedures, which should be similar to the Region IV Training Program, and provided to the school. The program must be acceptable to the school and in full compliance with all federal and state requirements.

The contractor shall evaluate the performance of each driver at least once each school year. The contractor shall provide the school with a monthly report of evaluation reports. The school may request an evaluation at any time of any driver whose performance is questionable.

#### ROUTES AND SCHEDULES

The contractor shall consult with the school's Transportation Coordinator for the purpose of obtaining all necessary data, including the projected enrollment of eligible pupils, the projected addition of new school buildings and facilities, the proposed attendance areas to be served by each school, and changes in the educational policies of the school affecting transportation requirements, as may be required by the Contractor for the purpose of planning appropriate bus routes and transportation schedules for the transportation of pupils during the ensuing school

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year and summer school session. The contractor shall, in each school year thereafter, furnish and make available to the school such number of school buses plus a proportionate number of back-up or substitute buses as will be needed to furnish the basic services and additional services required for the transportation of pupils in such school year and summer school session.

The contractor retains the option to provide larger buses than required based on bus availability. In such instances, charges to the school will be based upon the size of the vehicle required for the route and not the size of the vehicle actually being operated.

The contractor shall design stops and routes according to Rhodes School policies and procedures.

The contractor shall collaborate with the school Transportation Coordinator to develop a detailed plan for the transportation of pupils for the ensuing school year to the Superintendent or the Superintendent's designee not later than July 15 of each year, and shall thereafter consult with the school's designated representative from time to time so that a final plan, including all routes, stops, and schedules with adequate provisions for furnishing additional services as required by the school can be approved by the school and the contractor on or before August 1 of each year. Summer school routes shall be provided and approved as described above. Once the school approves routes and stops, major changes shall not be made to the routes and stops without approval from the school. Drivers who alter routes without prior Rhodes School approval will be subject to disciplinary action, at the discretion of the contractor, with review by the school. The school reserves the right to revise or delete routes or schedules at any time during the school year or summer school session.

The contractor shall provide computer software, hardware and personnel to manage a student data system. This system shall contain all relevant information for every student who is transported regularly to and from school. Information shall include, but not be limited to the following: Student name, address, date of birth, grade, school, parent or guardian name, home phone number, parent or guardian work phone number, and emergency contact. The contractor will also be responsible for all technical support for the software and hardware. Computer routing software shall also be provided by the contractor to assist the contractor to develop the most efficient routes. Contractor shall keep confidential all information subject to federal and/or state laws regarding the privacy of student records.

The school shall require dry runs of each route before the actual transportation of students along that route. The dry run shall be performed by the vehicle and drivers assigned to the route as many times as necessary to ensure that the driver knows the route and that routing instructions and pick-up times are correct. Any driver who will be transporting a student in a wheelchair shall meet with the parent and student at their home before the start of school or summer school session to make sure the wheelchair can be secured properly. Each time a new driver is assigned to a route during the school year or summer school session, the new driver shall dry run the route before transporting students. The contractor shall not be compensated for dry runs.



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The contractor shall develop and document a system of verifying that all students have exited the school bus on arrival at school and that all students scheduled for afternoon routes have boarded the school bus before leaving school and have exited the bus by the end of the route. This system must be reviewed and approved by the school at the beginning of each Contract year.

The school reserves the right to modify or cancel routes during inclement weather and shall notify the contractor of any such modification and/or cancellation. Such notification shall be by telephone to the contractor. Contractor shall be paid for any routes cancelled for inclement weather as long as such routes are cancelled at least two (2) hours prior to the start of the route. Contractor shall be compensated for running the route if cancellation occurs with less than two (2) hours prior to the start of the route. If cancellation is after loading of students, contractor shall return any students to their pick-up locations or as otherwise requested by the school.

If required by the school, the contractor shall accommodate the pick-up and/or drop-off needs of students with special needs. The decision to accommodate such needs is at the sole discretion of the school. The school will provide notification to the contractor of such accommodations. The contractor shall implement such accommodation on the date required by the school at the time of notification.

The contractor shall implement requests from the school for removing stops, adding stops, rerouting to add new students or changes to relieve overcrowding as quickly as possible, but not to exceed ten student attendance days.

In the event students miss the bus because the pick-up time or location was changed without the prior approval of the school, the contractor shall be responsible for arranging immediate transportation services for the student(s) to school and for all costs associated with such services. If a driver is over five minutes early to a stop and misses a student at that stop, the contractor shall be required to provide transportation for the student to the student's school at the contractor's expense.

The contractor shall provide and agree to upgrade as necessary contractor's computers equipment, modems, phone lines, etc., required to communicate with the school and perform the services required under this Contract.

The contractor shall supply home telephone numbers of all management personnel to the school. The contractor shall also provide a cellular telephone for the contract manager or the contract manager's designee. A management individual shall be accessible to the school, in the event of an emergency, twenty-four (24) hours a day, seven (7) days per week.

An extra route is defined as any service that is an extension of a regular, single, or double route. Extra routes shall include Late School and after school activity bus service.

Shuttles for Special Needs Students will be accommodated between regular runs.

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Contractor agrees to furnish sufficient extra transportation for field trips, or other school-related activities, except school shuttles, at a stated price, which is not and will not be included in the basic transportation contract. In no event shall the contractor reduce the number of spare buses available even if replacement buses must be provided for buses that are unable to operate.

Rhodes School field trips that run in conjunction with regular routes shall be charged at the per mile and per hour rates, with a minimum charge of two (2) hours per trip. If a contractor error causes students to miss a fee-paid activity, the contractor shall reimburse to the school the fee that had been paid.

Overnight trips shall be charged a minimum of eight (8) hours per day for the driver for each day of the trip, regardless of the actual driving time involved.

The contractor shall consult, the list of Sex Offenders as provided by the state of Texas and will avoid, whenever possible, locating bus stops within one quarter of a mile of the residence of any person on the list of Sex Offenders. If a stop is located within one quarter of a mile of a residence of an individual on the list of Sex Offenders, the driver shall be made aware of the residence and shall receive training provided by the Contractor on ways to keep children who use the stop from any contact with these individuals while waiting at the stop or while returning to their residence from the stop.

PASSENGER DISCIPLINE

It shall be understood that the Board of Education reserves the sole right to make decisions concerning student disciplinary problems, suspensions, expulsions, or any other disciplinary action as deemed appropriate by the school. The Board of Education will only become involved in those issues where a campus based resolution, or Superintendent level resolution could not be reached.

Bus drivers shall be responsible for maintaining discipline on school buses. The contractor shall report immediately, in such manner and form as prescribed by Board policies, violations by students of rules and regulations, disciplinary problems, and other conduct inconsistent with the orderly process of transportation of students. The school may request of the contractor a discontinuance of the right to service for any student for any period of time. Such a request is rescindable only by the school. Under no circumstances shall the Contractor or any of its employees refuse service to any passenger on whose behalf the school has requested transportation services.

The contractor shall ensure that all employees are provided training in the proper methods of dealing with students, parents, and school officials. Rudeness, vulgar language, and inappropriate physical contact will not be tolerated.

The contractor shall install video camera boxes in school buses and provide the personnel to load cameras in buses, remove cameras, view tapes, and make the tapes available for Rhodes School personnel to view.

The contractor shall assure attendance of all drivers at a workshop conducted by Rhodes School administrators prior to the beginning of each school year, and, if deemed necessary during the year, for the purpose of discussion and direction in the area of discipline on school buses. Attendance of drivers shall be at contractor's expense.

REPORTS

The contractor shall without charge prepare and furnish to the school, and/or to other state and local authorities, such written reports as have been provided for in this contract, as the Superintendent and/or the Superintendent's designee may from time-to-time request, or as may be required by law. Without limiting the generality of the foregoing, the contractor shall furnish the following reports on forms approved by the school at the times specified:

- Daily reports of the number of pupils transported in providing basic services to be furnished at regular intervals as directed by the Superintendent and/or the Superintendent's designee.
- Itemized trip reports showing times and mileage for each trip to be charged as additional services under this contract, e.g. athletic trips, field trips, activity trips.
- Mileage records for each school bus operated by the contractor, to the extent that such records are not reported in or accounted for in other reports, and such other periodic reports as may be required by the school to confirm the number of buses assigned to the school, their make, model, year, capacity, special or operational equipment, service dates, length of service, and such other data as may be required by the school to monitor the transportation services furnished by the contractor.
- Accident and insurance reports, or copies thereof, as may be required for the administration of the transportation system. The contractor shall report immediately to the Superintendent or to the Superintendent's designee all accidents that occur while students are on board the bus. Within one (1) business day of the accident the contractor shall file with the school a written report of the accident on the School Bus Accident Report form supported by Witness Statements form and the Incident Report form, or such successor forms, that are required if there is a possibility of any student being injured by the accident. The contractor shall call the local law enforcement agency to the scene of any accident and obtain a police report, which shall be forwarded to the school's central office administrator as soon as it is available. If the law enforcement agency does not respond to the accident, the contractor must explain in a cover letter the name, address and telephone number of the law enforcement agency that refused to respond and the reason for the refusal. After receiving all paperwork from the contractor, the school shall review the circumstances of the accident and may require the contractor to take specific action:
- Personnel reports providing the names and relevant statistics for all personnel employed by the Contractor in the performance of this contract.

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- All reports required by the state of Texas, whether or not specified otherwise herein.

SEATING TO BE PROVIDED

Each student to be transported shall be provided a seat and the manufacturer's rated capacity for any vehicle used shall constitute the maximum number to be transported on such vehicle.

TERM OF CONTRACT

The term of the contract is for three (3) school years commencing on August 1, 2018 and ending on last day of Summer School 2021. The school has the option of renewing the contract for two (2) subsequent one-year terms for the 2021-2022 and the 2022-2023 school years, upon giving the Contractor notice ninety (90) days before the end of the then current term. If the contract is renewed, all terms and conditions set forth herein shall apply, except the contractor's rates shall be as set forth on the pricing pages attached hereto.

This Contract shall be terminated:

- by expiration of the Contract term;
- at the option of the school for failure of the contractor to comply with the terms and provisions of this contract after the school has provided the contractor with twenty (20) calendar days advance written notice, and the condition or violation has not ceased and satisfactory arrangements for the correction have not been made within the end of such twenty (20) day notice period;
- at the option of the school for any other violation of this contract by the contractor after the school has provided the contractor with twenty (20) calendar days advance written notice, and the condition or violation has not ceased and satisfactory arrangements for the correction have not been made within such twenty (20) day notice period;
- by a change in the transportation requirements of the school;
- at the option of the school by the dissolution, bankruptcy, or receivership, either voluntarily or involuntarily, of the Contractor; or
- by a decision of the school to provide the transportation services contemplated hereunder itself, exclusive of any contracted transportation services, as set forth under CANCELLATION OR MODIFICATION OF THE CONTRACT .

CHARGE AND PAYMENTS

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For services performed under this contract, the school agrees to pay in accordance with the rates to be enumerated in a Schedule of Charges attached as Pricing Tables, which are submitted and/or negotiated as part of the RFP process.

The school shall make monthly payments to the contractor in accordance with normal Rhodes School procedures. Invoices shall be submitted by the 21<sup>st</sup> of each month and paid after consideration and approval by the school's business manager. In the event any services or charges are disputed, the school shall pay the undisputed charges and notify the Contractor of the disputed charges. The parties shall attempt to resolve the disputed charges within thirty (30) days. In the event the parties are unable to resolve the dispute, the parties may resort to whatever remedies are available to them under the Contract or at law or in equity. The Contractor must continue to perform services for the school while the parties work to resolve the dispute.

Contractor shall provide itemized invoice information as reasonably requested by the school. Such information may include, but not be limited to: price per vehicle per day, number of days providing transportation service, total time on each route for the day, running times, miles operated, students transported or other information desired by the school.

The school will pay the contractor only for the days when students attend school and transportation services are provided, notwithstanding any other provisions of this contract regarding cancellations of scheduled school days due to inclement weather.

AUTHORITY OF SUPERINTENDENT

The Superintendent, or his/her designee, is recognized as the duly appointed agent of the school in approving all routes and schedules and in dealing with the contractor on behalf of the school for purposes of this contract.

CANCELLATION OF SCHOOL

The contractor shall provide the transportation herein specified each school day of the school year, as established by the school. School closing for inclement weather shall be a matter of determination by the school and the contractor shall provide transportation in all weather conditions unless directed otherwise by the school. The contractor shall assist the director of administrative services in evaluating road conditions during inclement weather. The contractor will not be paid for days when transportation is not provided. When schools are dismissed early due to inclement weather, the contractor will be paid for actual services rendered that day.

PRIORITY OF SCHOOL ON BUS USE

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No bus transporting student passengers shall be simultaneously transporting any other type or category of riders, except those as designated by the Superintendent.

PUBLICITY

All materials issued by, or with the consent of the contractor, which are for distribution to residents of the school, whether passengers or not, and are for the purposes of explaining, performing or advertising the contract, shall be subject to the prior approval of the school.

RELATIONSHIP OF PARTIES

The contractor's relationship to The Rhodes School is that of an independent contractor employed to provide transportation services only. Neither the contractor, nor any of its employees, shall be held or deemed in any way to be an agent, employee or official of the school. The contractor shall assume all legal and financial responsibility for payroll taxes, workers' compensation insurance and unemployment taxes.

ASSIGNMENT

The contractor shall not assign subcontract its rights or obligations under this contract to any person, partnership, firm, or corporation without the written consent of the school, which may be granted or withheld at the school's sole discretion.

The school may assign its rights and obligations under this Contract to any organization or association, whether or not currently in existence, which is essentially similar to the school in membership and purpose upon written consent of the Contractor.

NON-PERFORMANCE

In the event it becomes apparent to the school that the contractor is not performing in accordance with the contract requirements, the school may immediately notify the contractor's surety of the non-performance. The surety will be required to respond to the school in twenty (20) business days, with a plan to remedy non-performance. All costs associated with providing service to meet the requirements of the contract shall be borne by the surety.

DEFAULT

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In the event the contractor should fail to perform as required under this contract or be adjudicated as bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, the Board of Education may, at its option, declare the contractor in default. If there should be such a declaration of default, the Board of Education may assert or enforce any available remedy, including termination. If the contractor is unable, as determined by the school to supply and operate the number of buses required within the specified time limit, the Board of Education shall have the right and power after giving the contractor twenty (20) days notice in writing to obtain (or such shorter period as the school may reasonably determine to be necessary in the event of an emergency) from any available source, such labor and equipment as may be necessary to ensure no interruption of any and all transportation services as defined in this contract. Any damage or expense incurred through such default may be audited and certified by the Board of Education, whose certification thereon shall be conclusive upon the parties hereto; and the cost and expense of such labor and equipment may be deducted from any sums due, or that may become due to the contractor. The school shall make a good faith effort to obtain such replacement services at a fair and competitive cost.

**FORCE MAJEURE**

The school requires that transportation services be provided without interference or disruption of any kind. Therefore, as a condition precedent to the Contract Agreement, the contractor must include in its collective bargaining agreement, if any, a prohibition against any form of work action including, but not limited to, strikes, partial strikes, work stoppages, partial work stoppages, intermittent strikes, sympathy strikes, "blue flu", slowdowns, or any other form of job action or interference or disruptive activity by the employees designed in whole or in part to interfere with any aspect of transportation services and/or related activities and a prohibition against a lockout by the contractor (collectively, "work stoppage"). In the event of any work stoppage, the school, at its sole option, may assume control of any or all of the buses, equipment, facilities, and supplies necessary for the continued operation of the system and compensation otherwise payable to the contractor by the school for services or equipment provided to the school shall be reduced proportionately. In addition, contractor will reimburse the School for all expenses, including but not limited to reasonable attorney fees, extended care services or other accommodations that the school determines it must provide to accommodate its students and provide for their safety, incurred as a result of contractor's inability to perform. Work stoppage shall not be considered a Force Majeure Event and the school may, in addition to any other remedies it may have hereunder, terminate the contract.



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INTERPRETATIONS

If any date or time mentioned in this contract shall be Sunday or a holiday, the first regular business day thereafter shall be deemed to have been the date or time specified.

If either party to this contract shall call for an interpretation of the contract or for a statement of the contract's application with respect to the circumstances of a given situation, occasion, or case, all parties shall attempt to reach agreement on the matter. Any agreement which results in changes or amendments to this instrument shall be reduced to writing, shall be executed by all parties, and, insofar as relevant and material, shall serve as precedent for the determination of subsequent questions and issues arising under this Contract.

DECISIONS AND NOTICE

If in the performance and implementation of this contract, it is necessary that either party make an election or reach a decision affecting the other party, notice shall be given in the form of a written instrument or document served on the other party either by personal service or by certified mail or reputable overnight delivery service at the address provided above.

Notices or expressions of approval or disapproval shall also be reduced to writing and shall be similarly served on the other party either by personal service or by certified mail or reputable overnight delivery service at the address provided above.

Notices shall be deemed given upon receipt (in the event of personal service or overnight delivery), or upon three (3) days after deposit in the U. S. mail, postage prepaid (in the event of certified mail).

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## **PROPOSAL SUBMISSION INFORMATION**

### SUBMISSION OF PROPOSALS

When submitting a proposal, the contractor shall include four (4) originals of their response. Within two (2) days of the submission deadline the contractor shall submit an electronic copy of the proposal to Educational Consultant, Ellis W. Douglas, [ewdouglas@hotmail.com](mailto:ewdouglas@hotmail.com).

To facilitate the evaluation process, the contractor is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

The proposal should be page numbered.

The signed page one (1) from the original RFP and all signed amendments should be placed at the beginning of the proposal.

It should also be noted if the contractor's buses have any type of GPS tracking on them.

The contractor is cautioned that it is the contractor's sole responsibility to submit information related to the evaluation categories and that the school is under no obligation to solicit such information if it is not included with the proposal. The contractor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

Contractor's Contacts - Contractors and their agents must direct all of their questions or comments regarding the RFP, the evaluation, etc. to Ellis W. Douglas (281-636-2302, or [ewdouglas@hotmail.com](mailto:ewdouglas@hotmail.com)).

### COMPETITIVE NEGOTIATION OF PROPOSALS

The contractor is advised that under the provisions of this Request for Proposal, the Rhodes School reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

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- Negotiations may be conducted in person, in writing, or by telephone.
- Negotiations will only be conducted with contractors whose proposals received the highest rankings during the initial evaluation phase as determined by the Rhodes School in its sole discretion. All contractors involved in the negotiation process will be invited to submit a best and final offer.
- Terms, conditions, prices, methodology, or other features of the contractor’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the contractor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Rhodes Board of Education determines that a change in such requirements is in the best interest of the school.

**EVALUATION AND AWARD PROCESS**

After an initial screening process, a question and answer conference or interview may be conducted with the contractor, if deemed necessary by the Rhodes School. In addition, the contractor may be asked to make an oral presentation of their proposal during the conference.

**EVALUATION OF COST**

The objective evaluation of cost shall be based upon the total of the prices quoted for each of the routes as stated on the Price Form (Attachment 1) page 31

The evaluation shall include the original contract period plus renewal option periods.

**EVALUATION OF OFFEROR'S EXPERIENCE AND RELIABILITY**

Experience and reliability of the contractor’s organization are considered subjectively in the evaluation process. Therefore, the contractor is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

In (Attachment 11) page 33, the contractor should provide the following information related to previous and current services/contracts performed by the contractor’s organization and any

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proposed subcontractors which are similar to the requirements of this RFP:

- Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted.
- Provide dates of the service/contract with other districts.
- Provide a brief, written description of the specific prior services performed and requirements thereof.

The qualifications of the personnel proposed by the contractor to perform the requirements of this RFP, whether from the contractor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the contractor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

If personnel are not yet hired, the contractor shall provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

The contractor shall submit a copy of all licenses and/or certifications for the contractor's organization and all proposed personnel that may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the contractor's profession. If not submitted with the proposal, the Rhodes School reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

Proposals will be subjectively evaluated based on the contractor's distinctive plan for performing the requirements of the RFP. Therefore, the contractor should present a written narrative that demonstrates the method or manner in which the contractor proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

The method by which the proposed method of performance is written is left to the discretion of the contractor. However, the following method is recommended:

- Identify each specific paragraph and subparagraph of the Contract Requirements by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.

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In presenting the method of performance, the contractor should submit or describe the following:

- A copy of current company policies and procedures concerning recruitment, training programs, drug and alcohol testing, driving record and criminal history checks of all drivers and substitute drivers.
- The Rhodes School will require proof of ownership, or financing and deliverability of vehicles along with a list of the current vehicles to be used to fulfill this contract.
- Proof of insurability from an insurance carrier licensed to do business in the school.
- The contractor will provide a copy of policies concerning vehicle maintenance.

The Contractor should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated. In addition, the organizational chart should include the names of the personnel and the working titles of each.

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The current contract has the following buses in service for the 2017-2018 school year:

Single route buses	0	Special needs vans	0
Double route buses	9	Early childhood vans	0
Shuttle buses	1	Activity buses	1

**Approximate**

Shortest route miles	17 miles	Longest route	70
Maximum number of students	360 miles		

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**Attachment I**

**PRICE FORM**

The contractor shall provide a fixed price for each of the following routes. The cost for providing the required services shall be included in the fixed price. The transportation facility and the fuel cost shall be provided by the contractor.

	<u>Single Route</u>	<u>Double Route</u>
65/72 Passenger Bus/ per day	\$ _____	\$ _____

**Additional Fee  
(Rate per Month)**

Bus Monitor	\$ _____
Air Conditioning Per Bus	\$ _____
Wheelchair Lift Per Bus	\$ _____

**Extra Trips Fee  
(Rates per day)**

65/72 Passenger Bus Extra Day Trips	\$ _____
65/72 Passenger Bus Overnight Trips	\$ _____
Lodging for Overnight Trips	\$ _____

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**Lease Only Prices without driver services  
(Rate Per Month)**

65/72 Passenger Bus- 12 Buses                   \$ \_\_\_\_\_ Age of Fleet \_\_\_\_\_

65/72 Passenger Bus- 9 Buses                   \$ \_\_\_\_\_ Age of Fleet \_\_\_\_\_

**Additional Fee  
(Rate per Month)**

Air Conditioning Per Bus                       \$ \_\_\_\_\_

Wheelchair Lift Per Bus                       \$ \_\_\_\_\_

In compliance with the RPF for pupil transportation service for the 2018-2019 school year will commence on August 20, 2018 and end May 30, 2019

**Request for Proposal Extension:**

2018-2019 school Year: Increase of \_\_\_\_\_% of the 2019-2020 School Year.

2019-2020 School Year: Increase of \_\_\_\_\_% of the 2020-2021 School Year.

2020-2021 School Year: Increase of \_\_\_\_\_% of the 2021-2022 School Year.

2021-2022 School Year: Increase of \_\_\_\_\_% of the 2022-2023 School Year.



**Attachment II**

**PRIOR EXPERIENCE**

1. **Prior Services Performed for:**

District Name:

Address:

Contact Name:

Telephone Number:

**Description of Prior Services (include dates):**

2. **Prior Services Performed for:**

District Name:

Address:

Contact Name:

Telephone Number:

**Description of Prior Services (include dates):**

3. **Prior Services Performed for:**

District Name:

Address:

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Contact Name:

Telephone Number:

**Description of Prior Services (include dates):**

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**ALTERNATE BID**

- The school seeks an alternate bid that would have the Contractor install cameras on all regular route buses. The cameras would operate at all times while the buses are in operation. Tapes from the cameras would be available to Rhodes School administrators upon request.

Alternate Bid – Pricing	Per Bus
Contract Year 1 – (2018-2019)	_____
Contract Year 2 – (2019-2020)	_____
Contract Year 3 – (2020-2021)	_____
Optional Year 1 - (2021-2022)	_____
Optional Year 2 - (2022-2023)	_____

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**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

**Contracting** entities must affirm the following:

- a) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the school;
  
- b) affirms and agrees that any failure by your company to abide by the requirements of item a) above will be considered a material breach of your contract with the school.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)