

Brazos School for Inquiry and Creativity (BSIC)
School Transportation Services 2018-2019
Solicitation of Bids

The purpose of this solicitation is to identify vendors who meet Texas Education Agency standards and qualifications for providing public school transportation services, and to obtain bids for such services for the academic year 2018-2019 for up to two (2) campuses in Houston.

1. Vendors should propose their best and lowest price. Sealed proposals must be submitted in an envelope marked on the outside with the vendor's name, address and marked "Bid for Transportation Services".
2. Proposals should be mailed or delivered to: Jerry Deal, The Brazos School for Inquiry and Creativity, 410 Bethel Ln, Bryan, Texas 77802 by 1:00 PM on June 28, 2018. Proposals will be opened on June 28, 2018 at 3:00 PM at the Business Office.
3. Vendors must complete and return the following:
 - a. Offer Form
 - b. Cost Proposal Form
 - c. Felony Conviction Notice Form
 - d. Conflict of Interest Form
 - e. Certificate of Insurance
 - f. Three References
 - g. Transportation Questionnaire
4. Vendors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the vendor's risk.
5. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.
6. Failure to manually sign offer form will automatically disqualify the offer.
7. No fax offers will be accepted.
8. Questions concerning this proposal should be directed to Jerry Deal, 410 Bethel Ln, Bryan, Texas 77802, or Telephone (979) 268-8884.

GENERAL TERMS AND CONDITIONS

1. The purpose of this bid is to enter into a contract for Transportation Services.
2. Specifications can be obtained at The Brazos School for Inquiry and Creativity located at 410 Bethel Ln. Bryan, Texas 77802.
3. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) and/or services specified in the solicitation.
4. BSIC reserves the following rights:
 - a. To reject or cancel any or all proposals.
 - b. Waive any defect, irregularity, or informality in any proposal or RFP procedure
 - c. Waive as informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired.
 - d. Reissue a RFP.
 - e. Consider and accept an alternate proposal as provided herein when most advantageous to BSIC.
 - f. Cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds.
 - g. Procure any items or services by other means to meet time-sensitive or emergency requirements or situations.
 - h. Purchase additional quantities above stated at the same unit price unless otherwise specified by the bidder.
5. Acceptance of a vendor's offer for Transportation Services will identify the vender as an approved vender with BSIC. Notification of award will be by a letter of acceptance.
6. All purchase orders are subject to the terms and conditions of this contract. In the event of conflict between a purchase order and this contract, the contract shall control.
7. BSIC reserves the right to award the contract on an all-or-none basis or by individual school.
8. The contract will be awarded to the Proposer(s) offering the best value to BSIC. DSIC shall consider the following criteria in determining to whom to award a contract.
 - a. The purchase price
 - b. The qualification and reputation of the vendor and of the vendor's goods and services
 - c. The quality of the vendor's goods or services
 - d. The extent to which the goods and services meet BSIC needs
 - e. Technical aspects of goods and services in the vendor's bid
 - f. The vendor's past relationship with the district
 - g. The impact on the ability of BSIC to comply with laws relating to historically underutilized businesses
 - h. Convenience of service to the district
 - i. The long term cost to the district to acquire the vendor's goods or services
 - j. Any other relevant factor specifically listed in the request for proposals

k. Acceptable factors for determination of best value may include experience, skill, ability, business judgment, financial stability, integrity, honesty, possession of the necessary facilities, equipment and/or bonding, previous performance, reputation, and promptness

9. BSIC may terminate a purchase order or remove a vendor as an approved vendor in case of default of the vendor.

10. BSIC may terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which BSIC may have in law or equity, specifically performance. BSIC may terminate the contract and debar the vendor for future "bidding" for violations of the federal requirements including, but not limited, "Contract Work Hours and Safety Standard Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

11. Per State of Texas Senate Bill 1, Sec. 44.034, a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business has been convicted of a felony. The Felony Conviction Notification must include a general description of the conduct resulting in the conviction of a felony.

12. BSIC is exempt from all applicable Federal and State Tax. Tax-Exempt information will be furnished upon request.

13. Any deviations from the specifications on bid items must be explained, in detail, and submitted with the bid. Deviations must show which item and a full explanation of the deviation.

14. Certificate of Insurance should accompany bid. Vendor awarded bid will be required to add BSIC as additional insured on policy.

Vendors must have proof of the following insurance coverage:

1. Commercial General Liability Insurance including Contractual Liability: \$500,000 per occurrence: \$1,000,000 aggregate (defense costs excluded from face value of policy)

2. Worker's Compensation including Broad Form All States Endorsement Amount shall be statutory amount. Employer's Liability cannot be used as a substitute for Worker's Compensation.

3. Automobile Liability: \$1,000,000 Combined Single Limit per occurrence.

15. It is understood that the bidder, if awarded an order or contract, agrees to protect, defend and hold harmless BSIC from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or form a part of the work covered by either order or contract and, bidder further agrees to indemnify and hold harmless BSIC from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.

SPECIFICATIONS AND SPECIAL CONDITIONS

The scope of work for this proposal is to provide transportation services for BSIC students in Houston, Texas. BSIC requires that the contractor(s) provide the management expertise, the necessary regular and standby drivers, vehicle maintenance, driver training, and safety personnel.

1. Contractor shall require that each bus driver who supplies services on this contract will have the following:
 - a) Certification as a school bus driver based on completing a state approved 20-hour course and have an eight-hour refresher course every three years.
 - b) Possess a valid commercial Driver's License with a passenger endorsement as defined by the U.S. Department of Transportation.
 - c) Have an acceptable driving record according to the standards developed jointly by the Department of Public Safety and the Texas Education Agency.
 - d) Have no Driving While Intoxicated (DWI) on their driving record.
 - E) Must have passed a physical examination in the past twelve months.
2. Contractor shall comply with all provisions of Chapter 34, Transportation, of the Texas Education Code.
3. Contractor shall maintain all documentation required by Chapter 34, Transportation, of the Texas Education Code and BSIC personnel or representatives shall be granted access to review such documentation.
4. Please provide three (3) references from educational institutions in the Houston area that have used your services within the last three years.