



POUDRE SCHOOL DISTRICT R-1

REQUEST FOR PROPOSAL

CHARTER BUS TRANSPORTATION SERVICES

RFP 21-720-001

PROPOSAL SCHEDULE

RFP Posted to BidNet	June 9, 2021
Questions due in BidNet	June 16, 2021, 2:00 p.m. MST
Q&A Posted to BidNet (tentatively)	June 21, 2021
RFP Closing Date	July 12, 2021 2:00 p.m. MST

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**REQUEST FOR PROPOSAL
CHARTER BUS TRANSPORTATION SERVICES
RFP 21-720-001**

Poudre School District (the “District”) is soliciting electronic proposals from professional and qualified Suppliers (“Suppliers”) to establish safe, secondary charter bus transportation services for activities and athletics events for students of all grade levels and abilities. It is the intent of the District to establish a contract for charter bus transportation services for student study trips, band, orchestra, athletics and other activities as requested.

The District shall provide copies of this Request for Proposal (“RFP”) to Suppliers through the electronic solicitation platform www.bidnetdirect.com (“BidNet”) where registered Suppliers are required to submit their electronic RFP response along with the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this RFP and their Supplier’s response thereto. The District may provide copies of this RFP to other Suppliers upon request, who are also requested to provide the first and last name, telephone number and e-mail address of the employee within their organization who will be designated as the District’s primary contact with respect to this RFP and their response thereto.

Questions regarding this RFP must be in writing and shall only be directed to the District via the BidNet platform any time after the issuance of this RFP through and **including 2:00 p.m. MT on June 16, 2021. Questions received after the date/time and/or not submitted electronically through the BidNet platform may not be addressed.**

Each question submitted, as well as the District’s response thereto, shall be provided in a questions and answers document via www.bidnetdirect.com

Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

The District will only accept and consider electronically submitted proposals from Suppliers, which must be submitted and received in the www.bidnetdirect.com electronic solicitation portal on or before **2:00 p.m. MT on July 12, 2021, at which time the submission portal will close, and no further submissions be allowed or considered.**

It is the sole responsibility of the Supplier to see that the proposals are submitted through the BidNet portal by the submission deadline.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school district of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the School District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The District reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,
Kelly Wooden
Senior Procurement Agent
kwooden@psdschools.org

**REQUEST FOR PROPOSAL
CHARTER BUS TRANSPORTATION SERVICES
RFP 21-720-001**

BACKGROUND

Poudre School District is a high-performing district, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the district does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two (2) LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 1 additional elementary school, Bamford Elementary, opening in Fall of 2021
- 2 additional combined middle/high schools opening in Fall of 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

1.0 GENERAL CONDITIONS

- 1.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 1.2 Supplier must provide all requested information. Failure to do so may result in rejection of the proposal at the option of the District.
- 1.3 Proposals must meet or exceed specifications contained in this document.
- 1.4 The District is exempt from city, county, state and federal sales/excise taxes. Tax exempt certificates will be issued upon request.
- 1.5 Submission of a proposal is deemed as acceptance of all terms, conditions and specifications contained in the District's solicitation package initially provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the contract.
- 1.6 Each Supplier, its employees, representatives and subcontractors, agrees to abide by all applicable federal, state and local codes, laws, rules and regulations.
- 1.7 The successful Supplier shall furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.8 Contact with District personnel regarding this RFP, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 1.9 Information and materials submitted in response to this solicitation may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Supplier believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 1.10 Proposals shall contain a signature of an authorized representative in the space provided on the Proposal Certification Form. Failure to properly sign the proposal may invalidate same and it may not be considered for award.
- 1.11 The accuracy of the solicitation is the sole responsibility of the Supplier. No changes in the proposal shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake.

- 1.12 For services requiring Supplier presence on District property and the project site(s), the Supplier must provide proof of insurance that meets the insurance requirements stated in Section 6.0 of this document.
- 1.13 Supplier shall have and maintain a set of protocols and guidelines to meet evolving health and safety requirements and implement COVID-19 protocols, which shall follow guidance and orders from state and/or local public health officials and shall be no less strict than the District's protocols.
 - 1.13.1 If the District is directed, or the District determines to limit or restrict access to any or all of its facilities or District Location due to a public health or safety concern, the District may, at its discretion, temporarily delay or stop Supplier's services, with or without prior notice.
- 1.14 The successful Supplier is not permitted to transfer any interest in the project whether by assignment or otherwise, without prior written consent of the District's Strategic Sourcing Department.
- 1.15 Suppliers are required to complete the Reference Form included in this solicitation as described and submit the completed form with their proposal.
- 1.16 Supplier must note in the solicitation response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Supplier fails to notify the District of its intent to use subcontractors in the proposal submittal, the proposal may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Supplier agrees that it is fully responsible to the District for the acts or omissions of its subcontractors or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Supplier. Nothing contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 1.17 The District reserves the right to reject any and all proposals or any part thereof, to waive any formalities, and further, to award the proposal to the responsible Supplier as deemed in the best interest of the District.
- 1.18 There is no expressed or implied obligation for the District to reimburse responding Supplier for any expenses incurred in preparing proposals in response to this request.
- 1.19 Responses to this solicitation will be independently evaluated by an evaluation committee to be established for such purpose.
- 1.20 Proposals submitted will be evaluated using pre-determined objective rating criteria. Those that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation. Prior to proposal submission, Suppliers are encouraged to check the BidNet website to ensure additional requirements are incorporated into its submissions.

- 1.21 The District reserves the right to negotiate further with one or more Suppliers or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Supplier to provide the services called for under the RFP and/or represented in the Supplier's response. Suppliers shall timely provide information to the District in connection with such inquiries and investigations. Suppliers may be asked to give presentations to the District regarding their proposals.
- 1.22 Should the District determine, in its sole discretion, that only one Supplier is fully qualified or that one Supplier is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Supplier.
- 1.23 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this solicitation has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if a contract cannot be performed as a result of such action, the contract may be terminated.
- 1.24 Fingerprinting and Background Checks
- 1.24.1 Prior to and as a condition of the provision of any Services under a resulting Agreement, Supplier shall require each person providing such Services to submit to fingerprinting and a background check administered by the District at the District's expense. Supplier shall ensure that no person to whom the District objects based on the results of said fingerprinting and background check provides any Services under a resulting Agreement. If the District objects to any Supplier based on the results of the background check, the Supplier shall not be allowed to provide services. All information provided and all information received by the District through the Supplier background check and/or other sources, shall be considered and maintained as confidential personnel file information under the Colorado Open Records Act and not subject to disclosure except on a "need to know" basis as authorized by law.
- 1.25 The District intends for the contract to commence upon complete execution of a successfully negotiated agreement and continue in full force and effect through and including June 30, 2022, unless earlier terminated by the District as provided in Section 1.28 below. The final award and contract start date is contingent upon a successfully negotiated and fully executed contract between the District and the recommended Supplier(s). The intended date is provided for planning purposes only.
- 1.26 For services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, beginning on July 1 of each subsequent year and is subject to the parties' negotiation of mutually agreed upon amendments to the Agreement for each one (1) year term.

Pricing will remain fixed and firm for the initial term and all extensions of the agreement.

- 1.27 Notwithstanding any other term or provision of this solicitation, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) a contract is in effect. In no event shall the District's obligations in a contract constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.28 Notwithstanding the planned term of a contract and/or any extensions thereof as provided above, the District may terminate the contract at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Supplier shall be paid up to the date of termination for services performed under and in accordance with this contract.
- 1.29 Independent Contractor
 - 1.29.1 The Supplier shall provide the services as an independent contractor of the District. As such, the Supplier shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.
 - 1.29.2 The Supplier shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its suppliers and subcontractors for goods and/or services directly or indirectly related to this solicitation.
 - 1.29.3 Nothing in this solicitation or as a result of this solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Supplier and the District. The future Supplier will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent or representative of the District. The District is not a partner, agent or representative of any future Supplier and shall not represent itself to be a partner, agent or representative of the Supplier.
- 1.30 Certification Regarding Illegal Aliens
 - 1.30.1 The Supplier certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this contract and will not enter into a contract with a subcontractor that fails to

certify to the Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this contract. The Supplier also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this contract through the Supplier's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

1.30.2 The Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this contract is being performed. If the Supplier obtains actual knowledge that a subcontractor providing services under this contract knowingly employs or contracts with an illegal alien, the Supplier shall notify the subcontractor and the District within three (3) days that the Supplier has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. The Supplier shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If the Supplier participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this contract, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.

1.31 Qualifications of Supplier

1.31.1 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Supplier to perform the work and the Supplier shall furnish to the District all such information and data for this purpose as may be requested.

1.31.2 The District further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Supplier fails to satisfy the District that such Supplier is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

1.32 Miscellaneous

1.32.1 Governing Law and Venue. A contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action regarding or arising out of

transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado.

- 1.32.2 Equal Opportunity. The successful Supplier will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 1.32.3 Appeal of Award. The Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Executive Director of Finance within seventy-two (72) hours after the receipt of the notice of award.
- 1.32.4 In the event the awarded Supplier defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Supplier or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the awarded Supplier any differences between its price and the price to be paid to the next lowest Supplier, as well as any costs associated with the re-solicitation effort which resulted from such default or termination.
- 1.32.5 This solicitation does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal or to procure a contract for the services. The District reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the proposal or the entire proposal as deemed in the best interest of the District.
- 1.32.6 For the purposes of solicitation evaluation, Supplier must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the proposal fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually or, as a whole, do not meet the standards established in the specifications. Modifications to this RFP document and/or exhibit will not be considered valid and may be cause for disqualification. Award of this solicitation does not constitute the District's acceptance of the Supplier's proposed variations.
- 1.32.7 Sustainability. The District is committed to be a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

1.33 Cooperative Purchasing Efforts

1.33.1 The District is a member of, or affiliated with, several regional professional procurement organizations within Colorado and Wyoming. These organizations are comprised of governmental purchasing agents, or agency representatives responsible for the purchasing function.

1.33.2 These organizations include:

- a. Colorado Educational Purchasing Council (CEPC) - A cooperative purchasing organization comprised of purchasing agents/buyers representing all Colorado public school districts.
- b. Multiple Assembly of Procurement Officials (MAPO) - A cooperative purchasing organization comprised of procurement representatives from state, county, municipal, governments, special districts or school districts along the front range of the Rocky Mountains in Colorado.
- c. Rocky Mountain Governmental Purchasing Association (RMGPA) - A chapter member of the National Institute of Governmental Purchasing (NIGP), consisting of public procurement professionals and their representative agencies which include approximately 100 state, county, and municipal governments; school districts and higher education; and other special districts.

1.33.3 Members of these organizations, at their discretion, may request use of the contracts or awards that result from this solicitation. Each governmental entity which uses a contract(s) resulting from this solicitation would establish its own contract, issue its own orders, schedule deliveries, be invoiced individually, make its own payments, and issue its own exemption certificates as required by the Supplier. It is understood and agreed that Poudre School District is not a legally binding party to any contractual agreement made between another governmental entity and the Supplier as a result of this solicitation. The District shall not be liable for any costs or damages incurred by any other entity. Usage by any other entity shall not have a negative impact on the District in the current term or in any future terms.

2.0 SPECIFIC CONDITIONS

2.1 Suppliers shall be required to take safety precautions in an effort to protect persons and District property. Suppliers and any sub-contractors shall conform to all OSHA, State, County and National regulations. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Supplier.

2.2 Unless otherwise provided in this solicitation, Suppliers shall furnish all labor, materials and equipment necessary for satisfactory contract performance.

- 2.3 Suppliers shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Supplier's operation on the property to the satisfaction of the District.
- 2.4 The successful Supplier(s) shall submit invoices for services provided to the corresponding site/location in which services were provided. The invoice shall reference the appropriate purchase order number (if applicable), the service address(es), a detailed explanation of services provided, and the date(s) and time(s) of the services provided. Invoices shall not exceed thirty (30) calendar days from the date of service. Under no circumstances shall the invoices be submitted to the site/location in advance of the services being performed.
 - 2.4.1 Payment terms shall be Net 30, upon receipt of a correct invoice.
- 2.5 It is the District's preference not to use Subcontractors; however, if a situation should arise, it will be the responsibility of the awarded supplier(s) to make sure the subcontracted company complies with the requirements set forth in this proposal. The District must be notified if a Subcontractor is being used, prior to the trip.
 - 2.5.1 All invoices and payment will be made to the awarded Supplier, and it will be the responsibility of that Supplier to pay the Subcontractor.

3.0 SCOPE OF WORK AND REQUIREMENTS

The District is soliciting electronic proposals from professional and qualified Suppliers to establish safe, secondary charter bus transportation services for activities and athletics events for students of all grade levels and abilities. It is the intent of the District to establish a contract for charter bus transportation services for student study trips, band, orchestra, athletics and other activities as requested and as outlined in Exhibit A – Scope of Work and that meet the minimum qualifications below:

- 3.1 Minimum Qualifications
 - 3.1.1 Must maintain satisfactory rating with Federal Motor Carrier Safety Administration (FMCSA) and Colorado Department of Transportation (CDOT).
 - 3.1.2 Must submit current U.S. DOT number as part of the RFP response.
 - 3.1.3 Must maintain a physical office location within one-hundred and fifty (150) miles of Fort Collins, Colorado.
 - 3.1.4 Responses to this solicitation will only be considered from Suppliers who have been engaged in the business of providing the equipment and services as described in this solicitation for a minimum period of five (5) years prior to the issuance date of this solicitation. Suppliers must be able to produce evidence that they have an established satisfactory record of performance for

a reasonable period of time and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded an agreement. The District reserves the right, before issuing an intent to award, to require a Supplier to submit such evidence of qualifications as it may deem necessary and may consider any evidence available to it, including but not limited to: financial, technical and other qualifications and abilities of the Supplier.

3.2 Value Added/Additional Service (Optional)

The District is interested in maximizing professional services contracts as they relate to achieving additional value that would further benefit the District and its operations. As such, Suppliers are encouraged to consider, develop, and propose value-added concepts, programs, components and the like that would further enhance the request represented in this RFP.

- 3.2.1 If available, describe any value added/additional services that the Supplier suggests for the District for this program.
- 3.2.2 Describe any other designations, certifications, or licenses that the Supplier possesses that are related to this service.
- 3.2.3 Describe any solutions to issues that the Supplier believes the District will encounter with this program.

3.3 Timeline

- 3.3.1 The District anticipates services to begin on or around August 1, 2021 and upon execution of a negotiated agreement.

4.0 **COST PROPOSAL**

- 4.1 Pricing and fees submitted shall remain fixed and firm for the initial term of the agreement and renewal options, if exercised.
- 4.2 Pricing must include all equipment, drivers, services, insurance, fuel, mileage, fees, tolls, parking fees, gratuity and any other expense, for each trip.
- 4.3 Provide your company's preferred process for the District to notify your company of trip changes and/or cancellations.
 - 4.3.1 Provide notice required to cancel trip request with no charges to the District, number of hours or day(s): _____
 - 4.3.2 Provide notice required to change a trip request with no charges to the District, number of hours or day(s): _____

4.3.3 Identify any charges that may apply to changed or cancelled trips outside of the timelines identified in sections 4.3.1 and 4.3.2.

4.4 Provide pricing in the following format for each bus size/capacity available:

4.4.1 Bus size/capacity: _____

Minimum number of hours per trip: _____

Cost per 4-hour trip: _____

Cost per each additional hour: _____

Overnight rate for driver (including all expenses and GSA per diem):

Cost per mile of travel if such costs are in addition to the above items:

4.5 If your company offers bus options that are wheelchair accessible, provide pricing in the following format for each wheelchair accessible bus size/capacity available:

4.5.1 Bus size/capacity: _____

Minimum number of hours per trip: _____

Cost per 4-hour trip: _____

Cost per each additional hour: _____

Overnight rate for driver (including all expenses and GSA per diem):

Cost per mile of travel if such costs are in addition to the above items:

5.0 EVALUATION AND AWARD OF CONTRACT

The District intends to award the contract to one (1) or more Suppliers for the services indicated in this solicitation and deemed in the best interest of the District. The District also reserves the right to utilize other services in conjunction with the awarded Supplier(s)

program if deemed in the best interest of the District. Those proposals that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

5.1 Responses will be individually evaluated based on the following criteria:

5.1.1 Evaluation Table	Score 0-5	Weight	Total Possible
Information presented in proposal, including but not limited to years in business, company procedures, inspections, violations and other documentation/reports provided	5	7	35
Qualifications and experience	5	5	25
Overall costs and value to the District	5	4	20
Availability, minimum time needed to schedule a trip.	5	3	15
References	5	1	5
		Total:	100

5.1.1 Any added-value components deemed to be of importance to the District may be used to discern between Suppliers that are tied.

5.2 The District reserves the right to conduct interviews with top Suppliers that submit a proposal but is not required to do so. The interviews may either be conducted via a virtual platform or in person at a Poudre School District location (Ft. Collins, Colorado).

5.2.1 The determination of whether to conduct interviews with the finalist(s) shall be made by the District based solely on its determination of whether interviews would be helpful in evaluating the proposals.

5.2.2 Any Supplier selected for an interview will be expected to make an introductory presentation followed by a question-and-answer period. The District will not reimburse any travel related or other expenses related to an interview.

5.3 As part of the evaluation process, the District reserves the right to visit the Supplier's location of business and inspect buses that may be utilized during a resulting contract and to review documents and processes maintained by the Suppliers.

5.4 Once the evaluation is complete and the Intent to Award has been issued to the recommended Supplier, the recommended Supplier will work with the District's Contract Manager to successfully negotiate an agreement.

6.0 REFERENCE FORM

**REQUEST FOR PROPOSAL
CHARTER BUS SERVICES
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Support relevant experience by providing three references from K-12 or other governmental institutions. PK-12 is experience is preferred but consideration will also be given to experience with other governmental entities, non-profits, and institutions of higher education. References must include the length of time the company provided service to the institution, phone number and email address of main contact. The District reserves the right to contact any reference, whether provided by the Supplier or obtained by the District in connection with evaluation of this RFP.

6.1 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe length of time and services performed

6.2 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe length of time and services performed

6.3 Company Name _____
Address _____
Contact Person _____
Telephone _____
Email _____
Describe length of time and services performed

7.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Supplier with limits and coverages that do not meet the requirements does not waive the requirements and the Supplier shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Email: risk@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Supplier. Supplier shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section 7.0 shall not reduce the indemnification liability that Supplier has assumed in section 7.1.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Coverage must be written on an "occurrence" basis.
- Volunteers shall be included as insureds
- Coverage shall not exclude claims for sexual abuse/molestation
- Coverage shall not exclude claims for corporal punishment
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

- Bodily Injury & Property Damage
Combined Single Limit Minimum \$5,000,000

If services involve transporting students, the following requirements apply:

- Medical Payment Coverage \$5,000
- Poudre School District and its elected officials and employees shall be named as an additional insured and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Agreement.
- Copy of policy endorsement must be attached to the Certificate of Insurance.

Workers’ Compensation and Employers’ Liability

If Supplier is exempt under the Colorado Workers’ Compensation Act, this requirement will be waived if proof a current Workers’ Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation and a copy is submitted to the District.

Minimum Limits

- State of Colorado Statutory
- Employer’s Liability \$100,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
- Waiver of subrogation in favor of Poudre School District R-1.

7.1 Supplier shall indemnify and hold harmless the District and the District’s Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Supplier’s operations, provision of services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District’s Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this contract shall be construed in any way or applied in any manner as a compromise or waiver of the District’s rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

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8.0 **MODEL FORMAT OF PROPOSAL**

To simplify the review process and obtain the maximum degree of comparability, proposals ***must*** be organized in the manner specified below.

8.1 **Title Page**

8.1.1 Show the solicitation subject, the name of the proposing Supplier, local address, telephone number, name of the contact person and the date.

8.2 **Table of Contents**

8.2.1 Include a clear identification of the material by section and by page number.

8.3 **Letter of Transmittal** – Limit to three (3) pages.

8.3.1 Briefly state the Supplier’s understanding of the work to be done and describe in detail the Supplier’s ability to fulfil the scope of services requested by the District.

8.3.2 State the names of the persons who will be authorized to make representations for the Supplier, their titles, addresses, phone numbers, and email addresses.

8.4 **Company Information**

8.4.1 Describe the company’s business and background including the number of years in business and experience with similar contracts/agreements.

8.4.1.1 Confirm the company has been engaged in the business of providing the services described in this solicitation for a minimum period of five (5) years prior to the issuance date of this solicitation.

8.4.2 Details about ownership of the company.

8.4.3 Size of company, including number of offices and number of employees.

8.4.4 Location(s) of offices identify which will be the primary location for the District’s account.

8.4.4.1 Provide address of the physical office location within one-hundred and fifty (150) miles of Fort Collins, Colorado.

8.4.5 Primary contact information for the company including contact name(s) and title(s), mailing address, phone number(s) and email address(es) and the individual(s) who will be directly servicing our account.

8.4.6 Provide company’s rating with Federal Motor Carrier Safety Administration (FMCSA) and Colorado Department of Transportation (CDOT).

8.4.7 Provide current U.S. DOT number.

8.5 **Supplier's Approach**

8.5.1 Submit a work plan to accomplish the scope and questions defined in the Scope of Work and Requirements (Section 3.0 and Exhibit A).

8.5.2 Responses should be formatted in order, labeled as such, and follow the exact sequence of the solicitation Scope of Work section.

8.5.3 Clarification questions and requests for information throughout the solicitation shall be clearly labeled with the section and subsection number and include the Supplier's response/information.

8.5.4 Any and all assumptions shall be clearly stated in the Supplier's response. Assumptions that are not clearly indicated, but raised later in the award process, may be grounds for the Supplier's response to be considered non-responsive.

8.6 **Supplier's Additional Information**

Provide responses to the following clarification items below.

8.6.1 Company Procedures:

8.6.1.1 Provide your company's driver training procedures.

8.6.1.1.1 Include statements with regard to first aid training, CPR training and defensive driving and hazardous weather driver training.

8.6.1.2 Provide your company's drug and alcohol testing procedures and frequency of testing.

8.6.1.2.1 Describe how you comply with drug testing and alcohol testing requirements.

8.6.1.3 Include also any policy your company has regarding FBI fingerprinting and police department clearances.

8.6.1.3.1 Provide your company's hiring procedures with an explanation of how your company performs the criminal background checks.

8.6.1.4 Describe how your company selects drivers and the types of information your company keeps on file.

- 8.6.1.5 Describe how your company will provide criminal checks to the District and the frequency.
- 8.6.1.6 Include any policy statement regarding the maximum allowable points allowed for drivers at time of hire and during the course of employment.
- 8.6.1.7 Provide your company's procedure for handling emergency breakdowns.
- 8.6.1.8 Provide your company's procedure for providing substitute drivers in case the designated driver is incapacitated for any reason.
- 8.6.1.9 Provide your company's fleet maintenance procedure. Confirm which types of maintenance is completed in-house and which types of maintenance is contracted out.
- 8.6.1.10 Provide any other company procedures deemed necessary.

8.6.2 Motor Vehicle and Safety Records

- 8.6.2.1 Include copies of your company's safety records for the past five (5) years. Suppliers must be able to clearly demonstrate that they have safety measurements and guidelines for their drivers and inspections of equipment on an on-going basis. Suppliers must provide the total number of accidents they have had in the past twelve (12) consecutive calendar months, both nationally and in the State of Colorado.
- 8.6.2.2 Suppliers must provide current Motor Vehicle Records for all current and intended drivers.
- 8.6.2.3 Suppliers must demonstrate their ability to follow and adhere to the Federal Motor Carrier Safety Regulations, Code of Federal Regulations Title 49 Part 40, 325, 350 and 355-399, of the U.S. Department of Transportation, Federal Highway Administration and latest edition in its entirety.
- 8.6.2.4 Suppliers must provide documentation of the number of DOT inspections they have had in the past five (5) years, both nationally and in the State of Colorado.
 - 8.6.2.4.1 Suppliers must provide documentation of the number of buses that did not pass those DOT inspections.

8.6.3 Other Information

- 8.6.3.1 Provide the number of driver evaluations conducted from May 1, 2019 to April 30, 2021.

8.6.3.2 Provide the number of vehicle inspections from May 1, 2019 to April 30, 2021.

8.6.3.3 Provide the number of vehicle violations from May 1, 2019 to April 30, 2021.

8.7 **References**

8.7.1 Submit completed reference form in Section 6.0.

8.8 **Cost Proposal**

8.8.1 Provide a cost proposal as identified in Section 4.0. Cost proposal and supporting documentation, if applicable, shall be clearly labeled “RFP 21-720-001.”

8.9 **Proposal Certification Form**

8.9.1 Submit the completed form in Section 9.0.

8.10 **Appendices**

8.10.1 The content of this tab is left to the Supplier’s discretion. However, the Supplier should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific agreement and/or the abilities and qualifications of the Supplier.

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9.0 **PROPOSAL CERTIFICATION**

**REQUEST FOR PROPOSAL
CHARTER BUS SERVICES
RFP 21-720-001**

Proposals must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MT on July 12, 2021.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this proposal and that all information provided in the proposal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this solicitation, and fully understands and accepts these terms unless specific variations have been expressly listed in the proposal.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the solicitation and/or the company’s proposal responding to the solicitation.
- The company meets or exceeds all of the required criteria as specified by this solicitation, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s proposal is being offered independently of any other Supplier and in full compliance with the terms specified in Sections 1 and 2 of the solicitation.
- The company will accept any awards made to it, contingent on contract negotiation, as a result of this solicitation for a minimum of ninety (90) calendar days following the date and time of the solicitation opening.

Company Name: _____

Signature of Agent: _____

Printed Name: _____

Title: _____

E-mail address: _____

Mailing address: _____

Telephone: _____

Contact Person: _____

(If different from Agent, include e-mail address and phone number)

NOTE: Proposals submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.