Strategic Sourcing Department
780 Grant Street
Denver, CO 80203

Date: June 20, 2017

Subject: Request For Proposal, #BD1809, SECONDARY BUS TRANSPORTATION FOR EXCURSIONS & ATHLETICS

Enclosures: (1) Request for proposal cover sheet
(2) General terms and conditions
(3) Special terms and conditions.
(4) Scope of work/Specifications
(5) Pricing template

To: All prospective bidders:

Thank you for obtaining this Request For Proposal online.

Please note: Denver Public Schools' Strategic Sourcing Department is also using an on-line ‘Bid Provider’ service, 'Bid Net'. Please refer to Bids and Proposals section under Doing Business/Bids option on the DPS Strategic Sourcing website for official bid documents. Please, carefully review the proposal as the District’s proposal documents have been revised.

Enclosed, please find a Request for Proposal to provide Denver Public Schools with Secondary bus transportation services for the District Schools and Athletics. Unless otherwise noted, (bidders) must provide a proposal on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the services requested in a timely manner and conform to the material aspects of the scope of work enclosed. To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

Critical dates:

1) RFP Issue date – June 20, 2017.

2) Questions due date - June 28, 2017, 3PM, Mountain Standard Time. Responses to questions will be provided in writing to all prospective bidders, by July 5, 2017.

3) Proposal due date - Proposals must be received in the District’s Strategic Sourcing Office on or before July 18, 2017, 3PM, Mountain Standard Time. Proposals received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand delivering your response on the due date, allow enough time to find parking (the District does have a parking lot but space is limited and access may be denied) and security check-in. The District will not accept an e-mail or fax response to this Request for Proposal. You are responsible to address the envelope as follows-Denver Public Schools, Strategic Sourcing Department, 780 Grant Street, Denver, Colorado 80203, Attn: BD1809.

4) Proposal Expiration date- Bidder must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than (90) days from the proposal due date as indicated herein.

Please be advised that the award is based upon the content of the bidder’s proposal. Organized, succinct and straight forward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging. Prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the buyer: Rose Brady, rose_brady@dpsk12.org, via email.

Sincerely,

Rose Brady, Sr. Buyer
Date: June 20, 2017
Proposal number: BD1809
Proposal title: SECONDARY BUS TRANSPORTATION FOR EXCURSIONS & ATHLETICS

Proposals will be received until: July 18, 2017
3:00 p.m., local standard time at 780 Grant Street Denver, Colorado 80203

Goods or services to be delivered to or performed at: Various Locations

For additional information please contact the buyer: Rose Brady

Email Address rose_brady@dpsk12.org

Documents included in this package:
- Request for Proposal Cover Sheet
- General Terms and Conditions
- Special Terms and Conditions
- Scope of Work/Specifications
- Pricing Template

If any of the documents listed above are missing from this package or if you require additional information, email the Denver Public Schools buyer Rose Brady, Rose_brady@dpsk12.org.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: ________________________________ Fax: __________________
Address: ________________________________ City/State: ________________________________ Zip: __________________
Contact Person: ________________________________ Title: ________________________________ Phone: __________________
Authorized Representative’s Signature: ________________________________ Phone: __________________
Printed Name: ________________________________ Title: ________________________________ Date: __________________
Email Address: ________________________________ Approved by: ________________________________ Date: __________________
Reviewed by: ________________________________ Date: __________________
I. APPLICABILITY. These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” or “Responses”) made to the Denver Public Schools (hereinafter referred to as "District") by all prospective suppliers (herein after referred to as "Vendors") in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitations”).

II. CONTENTS OF OFFER

A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:

1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.

2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Strategic Sourcing Department's procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor’s Offer, it shall be construed that the Vendor's Offer fully complies with all conditions identified in this Solicitation.

4. Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.
B. **Open Records.** Disclosure of information to the District. The Vendor understands that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2006), and that in the event of a request to the District for disclosure of such information, the District shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

C. **Worker’s Compensation Insurance.** Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker’s Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker’s Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days’ prior notice to the District in writing.

D. **Clarification and Modifications in Terms and Conditions**

1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.

2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a written request for clarification to the District’s Contact person as stated in the Special Terms and Conditions. The Vendor submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

   **Any official interpretation of this Solicitation must be made, in writing, by an agent of the District’s Strategic Sourcing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District’s Strategic Sourcing Department.**

   The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the Strategic Sourcing Department web site (http://purchasingcts.dpstk12.org/bids/default.asp). Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial download. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

E. **Prices Contained in Offer--Discounts, Taxes, Collusion**

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.

2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.

3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District’s public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.
III. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed in blue ink by the authorized agent of the Vendor.

2. Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Offers. If the Vendor’s authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.

3. Unit prices shall be provided by the Vendor on the Solicitation’s Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4. Alternate Offers will not be considered unless expressly permitted in the Specification’s Special Terms and Conditions.

5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

6. Organization of BID response: (See scope of work section for additional details)

TAB A- Cover letter and transmittal sheet (identify any exceptions to specifications or terms and conditions within this section).

TAB B- Management Summary. Include a management summary which provides an overview of proposed services.

TAB C-Technical Summary. Include a summary of your technical offering; an overview of products and services to be provided to the District.

TAB D- Schedule and Implementation Plan. Provide a detailed implementation plan.

TAB E- Pricing. Submit a price proposal to perform all services detailed in your scope of work.

TAB F- Vendor Profile. Provide a Vendor Profile to include:
   A. An overview of the company
   B. The length of time the Vendor has been in business
   C. An outline of the Vendor’s background and overall qualifications
   D. Resumes of key personnel
   E. Provide a minimum of three client references; including complete addresses, telephone numbers and contact person.
      Describe the contract for each reference.

TAB G – Redacted Bid Response

B. Submission

1. The original offer shall be sealed in an envelope with the vendor’s name and the RFP number on the outside and marked, ‘Master’. This master copy shall be sent or delivered to the District’s Strategic Sourcing Offices- Denver Public Schools, 780 Grant Street, Denver, Colorado 80203.

2. Furnish one complete copy of your Proposal on portable storage drive device (thumb drive). The District will distribute this electronic version for evaluation. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing.

3. In the event that there is an “Open Records Request” the District asks that each vendor furnish one (1), electronic redacted version of their proposal. Be sure to clearly mark each proposal as “Master” or “Redacted”. The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled.
4. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.

5. Offers submitted via facsimile machines or email will not be accepted.

6. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors’ Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District’s terms and conditions, or if they are not in the best interests of the District.

C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor. **(Note: If you are hand delivering your response to the District on the due date, please allow ample time for parking. Space is limited in the District’s parking lot and additional time may be required for security check in).**

D. Supplier Portal. All Vendors are required to register on the DPS Supplier Portal. Access to the portal is at: [http://purchasing.dpsk12.org/suppliersvendors/](http://purchasing.dpsk12.org/suppliersvendors/).

IV. MODIFICATION OR WITHDRAWAL OF OFFERS

A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District’s Strategic Sourcing Department must have the Vendor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District’s Strategic Sourcing Department will be considered the valid modification.

B. Withdrawal of Offers

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

V. REJECTION OF OFFERS

A. Rejection of Offers. The District may, at its sole and absolute discretion:

1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;

2. Re-advertise this Solicitation;

3. Postpone or cancel the process;

4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or

5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.

B. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:

1. The Vendor misstates or conceals any material fact in its Offer;

2. The Vendor’s Offer does not strictly conform to the law or the requirements of the Solicitation;
3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation’s Special Terms and Conditions;

4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation’s Special Terms and Conditions and/or Technical Specifications; or

5. The Offer has not been executed by the Vendor through an authorized signature on the Specification’s Cover Sheet.

C. Elimination From Consideration

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

D. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

VI. COMPLIANCE WITH LAW AND DISTRICT POLICIES.

The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees’ citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance.

A. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.

B. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

C. DEBARMENT, SUSPENSION CERTIFICATION

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement)."

VII. AWARD OF CONTRACT. The District shall award a contract to a Vendor through the issuance of a Purchase Order or a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor’s Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Denver Public Schools and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.
VII. APPEAL OF AWARD. Vendors may appeal by submitting, in writing, a detailed request for reconsideration to the District's Director of Strategic Sourcing within 72 hours after the recommendation of award is posted on the Strategic Sourcing Department's web site at http://purchasingts.dpsk12.org/bids/viewawardedbids.asp, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.

IX. CONTRACTUAL OBLIGATIONS

A. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

B. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.

C. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.

1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.

2. The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.

3. In accordance with the District’s policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.

4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Strategic Sourcing Department.

D. Delivery. Prices, quotes and deliveries are to be FOB destination, freight prepaid, and shall require inside delivery unless otherwise specified in the Solicitation’s Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor’s price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort.

E. Material Priced Incorrectly. As part of any award resulting from this process, vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

X. MODIFICATIONS TO EXISTING CONTRACT.

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.
XI. TERMINATION OF CONTRACT

A. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.

B. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals.

During this negotiation period, the District will not disclose any information derived from proposals submitted or from discussions with other Vendors.

CONFIDENTIALITY, DATA PROTECTION

1. The vendor shall adhere to the mandates of federal, state, and local ordinances and statutes, and DPS Board Policy, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501–6505 and Colorado’s Student Data Transparency and Security Act, with regard to the protection of data made available by the District.

2. The vendor shall carefully select the personnel entrusted with the data, inform them about all of the legal aspects of data protection, and oblige them to preserve data secrecy. The obligation is to be made on record and evidence of this is to be provided to the District upon its request.

3. The vendor shall be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of data with appropriate administrative, technological, and physical safeguards. The vendor shall store on encrypted volumes all confidential and sensitive data that is placed on mobile computing devices including laptops and PDAs. All data transmitted over the Internet must be encrypted.

4. Upon request, at the latest, upon the cessation of the contractual relationship between the District and the vendor, all existing data in this context is to be returned to DPS or is to be irretrievably deleted by the vendor. The deletion shall take place, at the latest, upon the expiry of mandatory data protection law periods. Upon request by the District, the deletion is to be confirmed in writing.

5. In the event a breach of the obligations herein detailed or if indications of such a breach exist, the vendor hereby undertakes to inform the District of that fact without undue delay.

6. The District shall be entitled to monitor the compliance with the data protection provisions by the vendor. For this purpose, the individual authorized by the District to monitor the data protection compliance shall have access to the business of the vendor after written prior announcement at the usual business times, insofar as the business will not be unduly interrupted. Support is to be given to this individual in the monitoring process.

7. The vendor must provide clear notice to the District before making any material changes to vendor’s privacy policy.

8. The District shall be entitled to timely access data and correct data held by the vendor that is factually incorrect in response to a parent/guardian request.

9. The vendor can only utilize the student data for the purposes specifically authorized by the District and cannot set up a personal profile of a student unless to support purposes authorized by the District.

10. Vendor cannot sell data or use/share data for targeted advertising to students.

11. Vendor cannot re-disclose data to sub-contractors, partners, or other third parties unless expressly authorized by District and sub-contractors, partners, or other third parties agree to District’s Terms of Use.

CONFIDENTIAL INFORMATION BELONGS SOLELY TO THE DISTRICT. The District's Confidential Information and all other confidential information and data relating to the District's business are the District's exclusive property, and the Contractor therefore agrees that:
A. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the District;

B. At all times while this Agreement is in effect, the Contractor will keep secret and will not disclose to any third party, take or misuse any of the District's Confidential Information, or any other confidential information the Contractor acquires or has access to because of its provision of services;

C. At all times while this Agreement is in effect, the Contractor will not use or seek to use any of the District’s Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to the District's interests;

D. On the District's request or on termination of this Agreement, the Contractor will promptly return to the District all its property, specifically including all documents, disks or other computer media or other materials in the Contractor's possession or control that contain any of the District's Confidential Information;

E. After termination of this Agreement, the Contractor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the District’s Confidential Information; and

F. The Contractor will promptly advise the District of any unauthorized disclosure or use of the District's Confidential Information by any person or entity.
SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribute Request For Proposal</td>
<td>June 20, 2017</td>
</tr>
<tr>
<td>Deadline for submitting questions</td>
<td>June 28, 2017</td>
</tr>
<tr>
<td>Response to Questions</td>
<td>July 5, 2017</td>
</tr>
<tr>
<td>Proposal deadline</td>
<td>July 18, 2017</td>
</tr>
<tr>
<td>Notification of On-Site Presentation</td>
<td>Week of July 24, 2017</td>
</tr>
<tr>
<td>Estimated Date of Award contract</td>
<td>September 2017</td>
</tr>
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PURPOSE OF SOLICITATION - TO ESTABLISH A CONTRACT FOR SERVICES: The purpose of this Solicitation is to purchase secondary bus transportation services for the District Schools and Athletics as specified herein from a source(s) of supply that will give prompt and efficient service to the District.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE AND ORAL PRESENTATION: It is the intent of the District to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the District's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses in two phases. In the first phase, the Committee will score written Responses by reviewing documentation submitted by the Vendors. Evaluation will be based on the following criteria:

- Management Summary
- Vendor profile
- Cost Quotation
- Safety Records and Driver qualifications
- Ability to meet Insurance requirements
- History of Vehicle Maintenance

In the second phase, the Committee will invite a limited number of Vendors who received the highest scores during phase one to provide an oral presentation. The number of Vendors who are invited to provide an oral presentation will be determined by the Committee after the written Responses have been scored. The evaluative score from the oral presentation will be added to the score from the written Response to determine the awarded Vendor.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

TERM OF CONTRACT: This contract shall commence on 9/2017 and shall remain in effect through 8/31/2018. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

OPTION TO RENEW FOR SUBSEQUENT YEARS (WITH PRICE ADJUSTMENT): The prices or discounts quoted in this Solicitation shall prevail for a one-year period from the effective date of the contract, at which time the District shall have the option to renew the contract for subsequent one year periods. This option is a District prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the District. The optional renewal periods shall not exceed two years. During each annual option period, the District will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor by the manufacturer or supplier. The Vendor shall notify the District of such adjustments during the option period at least thirty calendar days prior to the effective date of the new price to be charged to the District. The District reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.
METHOD OF PAYMENT - PERIODIC INVOICES FOR COMPLETED SERVICES: The successful Vendor shall submit an invoice to the District's Payment Services Department. The invoice shall reference the appropriate Purchase Order, the service address(s), a detailed explanation of the work that was performed at the location, and, if applicable, the model and serial numbers of each piece of equipment that was serviced and/or repaired by the Vendor in conjunction with the corresponding invoice. The periodic invoices shall not exceed thirty calendar days from the date of the service. Under no circumstances shall the invoices be submitted to the District in advance of the service being performed.

PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT: If the Vendor is awarded a contract under this Solicitation, the prices proposed by the Vendor shall remain fixed and firm during the term of the contract, provided, however, that the Vendor may offer incentive discounts from this fixed price to the District at any time during the contractual term.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.

EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.

SALES TAX: The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor’s contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

**General Liability**

<table>
<thead>
<tr>
<th>Policy form</th>
<th>Occurrence</th>
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<tr>
<td>Policy form</td>
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<tr>
<td>Policy Aggregate</td>
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<td>Products/completed operations aggregate</td>
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<td>Each occurrence limit</td>
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<tr>
<td>Personal &amp; advertising injury limit</td>
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<td>Per location / per job aggregate limit</td>
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<td>Blanket contractual</td>
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<td>Independent contractors</td>
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<td>Primary &amp; non-contributory</td>
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<tr>
<td>Show Waiver of Subrogation in favor of the District</td>
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<tr>
<td>All locations / operations</td>
<td>(if not, show district job/location specifically)</td>
</tr>
</tbody>
</table>
Sexual Abuse, Molestation or Misconduct: $ 100,000

Automobile Liability:
Combined single limit: ................................................................. $ 1,000,000
Any auto (or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the District
Primary & non-contributory
Auto pollution liability (IF you carry any hazardous cargo)
(If the Vendor is providing repairs to District vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)

Professional Liability: { IF you render professional services }
Policy form: Occurrence
(if not, claims-made retro date must predate our contract or date of service)
Per claim or occurrence limit: ................................................................. $ 1,000,000
Blanket contractual
Primary & non-contributory
Show Waiver of Subrogation in favor of the District
Per location / per job aggregate limit
Defense in excess of limits
Designated profession must be applicable to your work for our company

Umbrella:
Policy form: ................................................................. Occurrence - Umbrella
Each occurrence or claim limit: ................................................................. $ 2,000,000
Excess commercial general liability
Excess Products/completed operations
Show Waiver of Subrogation in our favor
Excess automobile liability

Excess employer's liability
Blanket contractual
Per location / per job aggregate limit
Defense in excess of limits
Primary & non-contributory
All locations / operations (if not, designate specific project or location)

Workers' Compensation:
Workers Compensation benefits: per Colorado Statute
Employers liability – limit per accident $ 100,000
Employers liability – limit per disease 100,000
Employers liability – disease aggregate 500,000
All owners/officers who will be on District property or job site must be covered
Show Waiver of Subrogation in favor of the District
Coverage must apply to workers in Colorado

Additional Insured: Vendor’s insurer(s) shall name School District No. 1 in the City and County of Denver, d/b/a Denver Public Schools, and its elected officials, employees, representatives, and agents, as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Vendor.

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than “A-” VIII by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required below.

Insurance Certification: Vendor shall cause its insurer(s), (or the insurer(s)’ agent, broker or authorized representative), to furnish the District’s Strategic Sourcing Department with a Certificate of Insurance which indicates that insurance coverages have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.
Non-Compliance: If the Vendor fails to submit the required insurance documents within 10 calendar days after verbal or written notice to submit such policies is given to the Vendor by a District representative, the Vendor shall be in default of the contractual terms and conditions and will not be awarded the contract. The next qualified bidder will be notified.

Cancellation/Modification: The Vendor shall be responsible for notifying the District thirty days in advance of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy, any decrease in coverage limits or lessening of coverage scope.

Impaired Aggregate: If Vendor is threatened by any claim which, if paid, may impair any aggregate limit by more than 25%, Vendor shall notify the District representative, and the District representative may require purchase of additional coverage, as appropriate to protect the District.

FELONY EMPLOYMENT: The contractor shall not employ, retain, hire, or use any individual that has been convicted of any felony charges. The same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this proposal unless the contractor receives prior written permission from the District.

COOPERATIVE PURCHASING EFFORTS: Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO-Multiple Assembly of Procurement Officials, CEPC- Cooperative Educational Procurement Council). Example below is not all-inclusive.

We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting therefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.

EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

Any official interpretation of this Solicitation must be made by an agent of the District’s Strategic Sourcing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District’s Strategic Sourcing Department.

In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.
Profile of the Denver Public Schools

The Denver Public Schools is the largest school district in Colorado representing the largest employer in Denver. DPS is comprised of 199 schools, including traditional, magnet, charter and pathways schools, with a current total enrollment of 92,331 students. District size is 155 square miles.

School communities have been given authority to make decisions on many issues affecting their local schools. Each school has a collaborative decision-making team consisting of parents, teachers, students (in the high schools), and business representatives who are elected yearly by their peers, and the school principal.

The Denver Public Schools are governed by a seven-member Board of Education. Members are publicly elected to four-year staggered terms. Five members of the School Board represent a geographic district of the city and two are at-large. Board members are responsible for setting policies for the overall operation of the District, as well as evaluating and hiring a superintendent to oversee the District’s daily operations.

The Superintendent is responsible to the Board of Education for carrying out District policy, administering the operation of the District and schools, supervising all District personnel and advising the Board of Education on all educational matters for the welfare and interest of the students.

Purpose

It is the purpose of this Request for Proposal (RFP) to solicit proposals from vendors who can provide safe secondary bus Transportation services for student athletics, Field Trips, other extracurricular trips, throughout the district, in addition to any other approved activities in our out of the District as requested and in conjunction with the District's total needs. The District will use services for overflow needs and special trips that DPS Transportation cannot accommodate at the time of any given request.

Athletic Trips

Athletic trip services will be provided as required to school sites within and out of district. The estimated value of this portion of the bid is $400,000.00 annually based upon previous years’ expenditures; however, this amount is not guaranteed, and may be more or less depending on the District's needs. During the course of a typical school year, the District schedules between 900 and 1,100 individual athletic trip buses. These trips are primarily scheduled after school or on weekends, with the highest demand typically occurring on Wednesday, Thursday and Friday nights and Saturdays.

Field Trips

Field trip services will be provided as needed for various school sites throughout the District. The estimated value of this portion of the bid is $900,000.00 annually based upon previous years’ expenditures; however, this amount is not guaranteed, and may be more or less depending on the District’s needs. During the course of a typical school year, the District schedules between 1,300 and 1,800 individual field trip buses.

The Contractor shall provide bus transportation from “a designated” school location and return to the departing location for all extracurricular activities trips.

Each vendor who submits a proposal and has passed an on-site inspection by our Transportation Department will have an opportunity to provide services to the District based on their availability for trips. This inspection can and may include a review of the company’s vehicle maintenance program and inspection of all audits conducted by CDOT. There will be a preferred vendor list and the schools and departments will have an opportunity to solicit rates and decide which vendor can best meet their needs.
The RFP is designed to provide interested suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or to exclude any relevant or essential data herefrom. Vendors are at liberty and are encouraged to expand upon the specifications to demonstrate service capability under this proposal.

**Section II**

**Scope of Work**

**EQUIPMENT REQUIREMENTS**

The District prefers school buses Type A, C or D, mini buses. - **No Limo buses, party buses, entertainer buses,**

Equipment Requirements to support Special needs students who attend trips – wheelchair lifts and securements

Contractor shall equip all Special Needs and other vehicles as necessary to accomplish services covered under this contract, in accordance with all applicable laws and regulations, at Contractor’s own expense, with the following special equipment:

- Seat restraints and other pupil restraining support systems deemed necessary by District or required by law for securement of pupils in the seats of the bus.

- Securement (anchorages) for crutches, braces, walkers, and other orthopedic devices in possession of pupil passengers.

- Wheelchair stations, wheelchair securement anchorages with four (4) point floor mounted tie downs for all types of wheelchairs, as required by law.

- Safety vests and required attachments/securing devices as required.

All buses with wheelchair stations shall have an electric powered hydraulically actuated wheelchair lift with a platform size measuring no less than forty-five (45) inches in length and thirty (30) inches in width, with a minimum lift capacity of seven hundred fifty (750) pounds.

Contractor shall modify, maintain, and enforce the use of securement systems per standards established by District and Colorado Department of Education Regulations and all Federal laws pertaining to school buses.

**OPERATIONAL REQUIREMENTS**

Contractor will ensure that all drivers assigned to any trip requiring the securement of students, have no physical, medical or other conditions that may affect their ability to lift, bend, or twist, or that may otherwise restrict their physical mobility.

Contractor shall provide bus service at times requested by request originator.

Contractor shall contact the affected school or office designee to advise of any schedule that is running fifteen (15) minutes or more behind schedule. As part of this requirement, Contractor drivers shall notify their dispatch office whenever they become fifteen (15) minutes or more behind schedule.

**Special Conditions**

- Buses must have passed an annual inspection by the Colorado Department of Public Safety, Colorado Department of Transportation, State Patrol or Colorado Department of Education.

- Company must have obtained authority from the Federal Motor Carrier Safety Administration to travel across state lines.

- All bus drivers must have a current Commercial Driver’s License with the “P” Passenger endorsement and “S” endorsement if driving a school bus.

**General Conditions**

- No smoking or use of any tobacco products is permitted on school property.

- No alcoholic use
• Motor coaches to be used under this contract shall be constructed and meet all applicable Colorado and Federal Motor Vehicle Safety Standards.

• All buses shall be approved and appropriately certified prior to the beginning of the contract by authorized representatives of the Colorado Department of Transportation and shall, at all times during the contract

**Required Qualifications**

Selection of the most suitable vendors and proposals is essential. Therefore, proposals will only be accepted from vendors that demonstrate the following qualifications:

1. Vendors shall demonstrate a successful track record of providing this type of service to students for the past five years.
2. Vendors shall provide at least three (3) references that note similar services provided in other contractual arrangements.
3. Vendors shall identify key personnel providing this service, to include the person who has general management responsibilities for the company. No sub-contracting will be permitted on this contract, unless prior approval has been obtained from the Department of Transportation for Denver Public Schools.
4. Vendors will provide two quarterly reports to Nicole Portee, Executive Director of Transportation Services at 2909 West 7th Avenue, Denver CO. 80204-4118. The reports should include the following:
   - Quarterly update of vehicle maintenance
   - Copy of the most recent Compliance Review/Safety Audit (CSP Motor Carrier Safety Section)
   - Update of safety records of drivers
   - Any other information deemed necessary to monitor the quality of service
   - Reports of any incidents involving students
   - Copies of all contracts and services provided to Denver Public Schools
5. Vendors must be licensed with PUC and ICC.
6. Vendors should have knowledge, and be members for at least two years, of the Federal Government’s program “Moving Kids Safely – By Bus Program.”
7. Please include a copy of your pre-trip checklist with your response

**Subcontractors**

The District would prefer not to use Subcontractors; however, if a situation should arise, it will be the responsibility of the “awarded vendor” to make sure the subcontracted company can comply with the requirements set forth in this proposal. The District must be notified if a Subcontractor is being used, prior to the trip.

All invoices and payment will be made to the awarded vendor and it will be the responsibility of that vendor to pay the Subcontractor.

**CRIMINAL BACKGROUND HISTORY/CHECKING**

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

a) Any offense against a child
b) Any sex offense
c) Any crimes against persons involving weapons or violence
d) Any felony offense involving controlled substances
e) Any felony offense against property
f) Any other offense the District believes might compromise the safety of students, staff, or property.
All contractors, subcontractors and their employees must submit to Denver Public Schools proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal history must be obtained by the successful Bidder/Proposer before any work is performed.

Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property.

Fuel Surcharge

The District is acutely aware of the volatile fuel market and will work with vendors to accommodate these fluctuations. If a fuel charge is to be added to any invoice it must be accompanied with a printout verification of price from the following website: https://www.eia.gov/petroleum/gasdiesel/.

Site Visits

As part of the RFP process, the District will be conducting a Site Visit to the proposer’s facility.

VENDOR SPECIAL TERMS AND CONDITIONS

- The Contractor shall provide bus transportation from “a designated” school location and return to the departing location in all extracurricular activities.
- Proposals shall be based on a four (4) hour trip and the total costs shall include the rental of the bus, driver, vehicle maintenance, tolls, fuel, taxes and all insurance.
- Trip confirmation will be made by the District Transportation Department between 9:00 A.M. and 12:00 noon on Friday confirming the following week’s trip(s).
- Cancellation will be made at least two (2) days in advance, when possible. The District Transportation Department will fax cancellation notices to the successful Contractor.
- Contractor’s Duties within these specifications are intended to secure bus charter services to and from various locations. This specification describes the bus rental services required. The Contractor shall supply all the necessary administrators, supervisors, labor, materials, supplies and equipment necessary for the services described herein.

Buses and Vans - Seating Capacity per passenger age within the boundaries of the District.

- 10 years and under - 3 per seat
- 11-15 years 2 per seat
- 16 years and over 2 per seat
- Coach style seats 1 per seat

Buses and Vans - Seating Capacity per passenger age outside the boundaries of the District.

- 10 years and under - 3 per seat
- 11-15 years 2 per seat
- 16 years and over 2 per seat
- Coach style seats 1 per seat

Contractor Personnel.

- Contractor shall ensure that each and every bus driver, who supplies services under this contract, completes, has and/or maintains the following:
  - Complete an appropriate defensive driver course, any mountain and first aid and maintain certification, which is not more than three (3) years old. (For operators of School Type Buses only)

Contractor Personnel, continued

- Possess a valid Colorado Commercial Driver’s license as defined by the U. S. Department of Transportation.
- All drivers must have no history of either habitual or severe traffic violations on their driving records. NO BUS DRIVER WITH A RECORD OF EITHER DRIVING WHILE INTOXICATED/UNDER THE INFLUENCE OF DRUGS (DWI/DUI) OR HAVING BEEN CONVICTED OF CHILD ABUSE IS ACCEPTABLE TO PERFORM SERVICES UNDER THIS CONTRACT.
- All drivers must have successfully completed the State of Colorado required School Bus Driver’s Certification Course. (For operators of School Type Buses)
- The contractor shall furnish the District with the driving history of all employees of the contractor. The latest Department of Motor Vehicle “Affidavit of Compliance” along with the recent “Abstract of Driving Record” for each driver must be submitted with this proposal.
• Shall have a disposition, which is to be compatible with children.
• Shall know how to navigate the city
• Shall be compatible with high noise levels.
• Shall be willing to cooperate with tour director and sponsors.
• Shall be able to drive in inclement weather (rain, snow, etc.).
• Shall be able to drive in heavily congested city traffic.
• Contractor shall supply appropriate equipment and drivers for scheduled event when supplied with two (2) days written advance notification from the District Transportation Department.
• Contractor shall accept changes to the original request regarding its pick-up/drop-off locations, event starting time, and/or number of vehicles required, up to twenty-four (24) hours prior to the original event time.
• Contractor shall not charge the District for travel time (deadheading) to or from contractor’s place of business sites for trips.
• Contractor shall provide replacement driver should, for any reason, original driver become either ill or incapacitated.

Provide a brief description and history of your company including current size, organization and a general overall profile. Include at least three (3) references in this section. References must be similar in services requested by the District. Identify key personnel providing this service, to include the person who has general management responsibilities for the company.

State the total number and type of vehicles and the number and type of vehicles available for this service. Include availability and timeliness of back-up vehicle(s) and driver. Include how many vehicles are wheelchair accessible and number of wheelchairs each piece of equipment holds.

Describe how your vehicles are serviced. State whether this function is available in-house or contracted out. Describe intervals of routine maintenance and what this includes. Include vehicle turnover, stating time intervals and vehicle mileage. Include statement on pre-trip and post-trip inspections, and compliance with CDL requirements for transporting students.

Copies of yearly insurance renewals must be mailed to Denver Public Schools Department of Transportation at time of renewal each year.

Although vendors are encouraged to be creative with the format and content of responses within each section, at a minimum, the following should be addressed by each section.

C. Safety Record and Driver Qualification

Each proposal should include copies of safety records for the past five (5) years. Vendors must be able to clearly demonstrate that they have safety measurements and guidelines for their drivers and inspections of the equipment on an on-going basis. Vendors must provide the total number of accidents they have had in the past twelve months both nationally and in the State of Colorado.

Vendors must also demonstrate their ability to follow and adhere to the Federal Motor Carrier Safety Regulations, Code of Federal Regulations Title 49, Parts 40, 325, 350 and 355-399, of the U.S. Department of Transportation, Federal Highway Administration, and latest edition in its entirety.

Vendors must provide documentation of the number of DOT inspections they have had in the last five years both nationally and in Colorado. Vendor must provide documentation of the number of buses that did not pass those DOT inspections.

State training and experience necessary to be a driver. Include statements with regard to first aid training, CPR training, and defensive driving and hazardous weather driver training.

Describe how you select drivers and type of information your company keeps on file (i.e. how do you do criminal checks and provide that information to the District). Include your policy on driver retention and state causes for dismissal. Include also any policy statement regarding the maximum allowable points allowed for drivers at time of hire and during the course of employment.

Describe how you comply with drug testing and alcohol testing requirements. Include also any policy your company has regarding FBI fingerprinting and police department clearances.

D. Insurance

Each vendor must provide a copy of current insurance policy along with the proposal. (See Indemnification and insurance requirements under Special Terms and Conditions).
E. History of Vehicle Maintenance

Provide a brief description and history of your vehicle maintenance program.

SUBMIT WITH PROPOSAL – TAB C:

1) An overview of your Driver Training Procedure.
2) An overview of your Drug Testing Procedure and frequency.
3) An overview of Hiring Procedures with explanation of how your company performs the criminal background checks.
4) State if your company, upon request, will provide a copy of an employee’s criminal history record information and be willing to fax to the District within fifteen (15) minutes.
5) Submit your Procedure for handling emergency breakdowns.
6) Enclose with the bid your Department of Transportation (DOT) number.
7) Enclose with the bid your Department of Transportation (DOT) rating.
8) Include the size of your fleet.
9) Number of driver inspections from January 2016 to June 2017.
10) Number of driver violations from January 2016 to June 2017.
11) Driver SEA Rating.
12) Number of vehicle inspections from January 2016 to June 2017.
13) Number of vehicle violations from January 2016 to June 2017.
14) Vehicle SEA Rating.
15) ISS-D Recommendation.
16) An overview of the fleet Maintenance procedure, state if it is done in-house or contracted out.
17) Three references.
18) Include any Value Added incentives that are available to the District.
SPECIFICATIONS/SUBMITTALS - TAB C

1. Please describe the method of communication utilized between your central dispatcher and your drivers during a trip?

2. Describe the procedure utilized by your company for providing substitute drivers in case the designated driver is being incapacitated for any reason.

3. Describe, in detail, your method of supplying alternate transportation due to either a breakdown or accident during a charter service.

4. Describe, in detail, your procedure whereby drivers notify your company/dispatcher of problems, which may affect the safe transportation of students during charter.

5. What is the average length of service for full and part-time drivers?

6. What is the method for contacting the customer when trips are cancelled?

7. What is the method of responding to DPS if you are unable to support a trip?

Employment procedure for drivers

1. Are criminal and civil arrest/charge records checked? Yes No
2. Is random drug testing performed in accordance to Department of Transportation requirements? Yes No
3. Are drivers required to wear uniforms, name tags/badges, and company identification? Yes No
4. How often is a defensive driving course required to be successfully completed by the drivers? Yes No
5. Are the drivers trained and certified in CPR and first aid? Yes No
6. What is the standard size (seating capacity) of your passenger bus, for local trips
7. How long has your company been in business?
8. Is your company regulated by the Colorado Department of Transportation?
9. Is your company authorized to do business within the state of Colorado as well as the United States?
PRICE TEMPLATE

All prices quoted by the various proposers must be firm for the 2017-2018 school year. Proposal prices shall be from September 1, 2017 thru September 30, 2018. The contract shall be for a period of one (1) year, with the option to renew annually for an additional four (2) years if the renewal is agreed to in writing by both parties.

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing bid. Also, correction made with corrections tape or fluid is to be initialed.

PROPOSAL FORM

GROUP 1
Price/rate for School Bus (with no Air Conditioning), for departure from Denver Public Schools and return to Denver Public Schools

Price
The first four (4) hours $_______________
Each additional hour $_______________
Cancellation of the trip within two (2) hours of scheduled pick-up time $_______________
Cancellation of the trip within four (4) hours of scheduled pick-up time $_______________
Cost per mile of travel if such costs are in addition to the above items $_______________

GROUP 2
Price/rate for Local Tour Bus, 47 passenger, (with/without Air Conditioning), for departure from Denver Public Schools and return to Denver Public Schools

Price
The first four (4) hours $_______________
Each additional hour $_______________
Cancellation of the trip within two (2) hours of scheduled pick-up time $_______________
Cancellation of the trip within four (4) hours of scheduled pick-up time $_______________
Cost per mile of travel if such costs are in addition/or lesser to the above items $_______________

GROUP 3
Price/rate for 55 passenger, (with/without Air Conditioning), for departure from Denver Public Schools and return to Denver Public Schools

Price
The first four (4) hours $_______________
Each additional hour $_______________
Cost per mile of travel if such costs are in addition/or lesser to the above items $_______________
The vendor should clearly specify the costs of the proposed charter services. The vendor should base their cost on round-trip rates and include any incidental costs associated with their services. The following is a list of destinations that the District has traveled in the past please provide pricing as specified.

a. Submit a price proposal to perform all services detailed in your scope of work.

b. Submit any other pricing/cost data necessary to carry out the project.

Cost per charter /round trip

<table>
<thead>
<tr>
<th>Destination</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamosa</td>
<td>$_____________</td>
</tr>
<tr>
<td>Cheyenne, Wyoming</td>
<td>$_____________</td>
</tr>
<tr>
<td>Cortez</td>
<td>$_____________</td>
</tr>
<tr>
<td>Colorado Springs</td>
<td>$_____________</td>
</tr>
<tr>
<td>Fort Collins</td>
<td>$_____________</td>
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<tr>
<td>Grand Junction</td>
<td>$_____________</td>
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<tr>
<td>Greeley</td>
<td>$_____________</td>
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<tr>
<td>Loveland</td>
<td>$_____________</td>
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<tr>
<td>Local</td>
<td>$_____________</td>
</tr>
<tr>
<td>Pueblo</td>
<td>$_____________</td>
</tr>
<tr>
<td>Rocky Mountain National Park</td>
<td>$_____________</td>
</tr>
<tr>
<td>Vail</td>
<td>$_____________</td>
</tr>
<tr>
<td>Winter Park</td>
<td>$_____________</td>
</tr>
</tbody>
</table>

For requests not identified above provide rates Include mileage and hourly rate if applicable. $_____________

The number of passengers varies but an estimate of passengers for past trips are 13-55 passengers. Some buses will also need luggage racks to accommodate trips for our bands.

**Gratuities:** Vendors are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Vendors, whom the chief financial officer or designee finds to have violated these provisions, may be barred from doing business with the District. Employees may be disciplined according to district policy.

**Proposal Questionnaire** Questions in this package shall be completed and returned with the proposal. Offerors shall answer each question. Use additional pages if necessary, maintaining proper identification of items. If any question is not applicable (N/A) to your proposal, Offeror shall indicate in space for answering the question “N/A” rather than leaving the question blank.

**Information on Your Organization.** Submit general information about your organization. Comment, in detail, any potential changes anticipated in the organization structure or ownership. The District requires that if there are changes made in your organization which may affect the proposal submitted or the contract to be entered into with the District, it shall be incumbent upon the new organization to comply and meet with the terms of the proposal submitted and/or negotiated.
REFERENCES
(School Districts preferred, Denver Public Schools will consider Three (3) Large Organizational references)

<table>
<thead>
<tr>
<th>School System</th>
<th>Contact Name</th>
<th>Email Address</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Section III
Proposal Preparation and Submission Requirements

To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The District reserves the right to reject submittals that do not follow the requested format.

TAB A- Cover letter and transmittal sheet (identify any exceptions to specifications or terms and conditions within this section).

TAB B- Management Summary. Include a management summary which provides an overview of proposed services.

TAB C- Technical Summary. Include a summary of your technical offering; an overview of products and services to be provided to the District.

TAB D- Schedule and Implementation Plan. Provide a detailed implementation plan.

TAB E- Pricing. Submit a price proposal to perform all services detailed in your scope of work.

TAB F- Vendor Profile. Provide a Vendor Profile to include:
  F. An overview of the company
  G. The length of time the Vendor has been in business
  H. An outline of the Vendor’s background and overall qualifications
  I. Resumes of key personnel
  J. Provide a minimum of three client references; including complete addresses, telephone numbers and contact person. Describe the contract for each reference.

TAB G – Redacted Bid Response
This RFP will be evaluated by a team consisting of District employees representing our Transportation Department. The evaluation team will evaluate and score proposals based upon the established criteria below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bidders Capabilities</strong></td>
<td></td>
</tr>
<tr>
<td>• Terms and conditions compliant</td>
<td>15</td>
</tr>
<tr>
<td>• Description of firm and organization, size and background</td>
<td></td>
</tr>
<tr>
<td>• Financial condition of the Vendor</td>
<td></td>
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<tr>
<td>• Ability to perform services</td>
<td></td>
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<tr>
<td></td>
<td></td>
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<tr>
<td><strong>Past Performance and References</strong></td>
<td></td>
</tr>
<tr>
<td>• Past performance for similar requirements</td>
<td>20</td>
</tr>
<tr>
<td>• References - School Districts, Municipalities or other industries for compensation experience</td>
<td></td>
</tr>
<tr>
<td>• Responsiveness</td>
<td></td>
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<td></td>
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<tr>
<td><strong>Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>1. Scope of work compliant</td>
<td>15</td>
</tr>
<tr>
<td>2. Analysis &amp; evaluation capabilities</td>
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<tr>
<td>3. Safety record &amp; driver Qualifications</td>
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<td>4. Insurance</td>
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<tr>
<td>5. History of Vehicle Maintenance</td>
<td></td>
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<td></td>
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<tr>
<td><strong>Project Implementation Schedule</strong></td>
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<tr>
<td>• Ability to supply appropriate equipment and drivers for scheduled event when supplied with two (2) days written advance notification from the District Transportation Department</td>
<td>10</td>
</tr>
<tr>
<td>• Ability to fulfill districts requested schedules</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Customer Service</strong></td>
<td></td>
</tr>
<tr>
<td>• Customer Service Support and Contacts</td>
<td>20</td>
</tr>
<tr>
<td>• Customer Service offered for administrators and staff</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pricing/Value Added Components</strong></td>
<td></td>
</tr>
<tr>
<td>• Pricing per options</td>
<td>20</td>
</tr>
<tr>
<td>• Value Added Components</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100</td>
</tr>
</tbody>
</table>

A. **Round One**: Evaluation scores will be based upon the written responses provided to the District for the RFP using the table above.

   **Please Note**: Round One will have a maximum point value of 100.

B. **Round Two**: Will be an on-site presentation/interview to the Evaluation Committee. Vendors will be notified via e-mail that they have been invited to participate in this round. Round Two will be based on a ranking scale.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals.

During this negotiation period, the District will not disclose any information derived from proposals submitted or from discussions with other Vendors.
File the following in TAB A

Does your offer comply with all the terms and conditions? If no, indicate exceptions.  
Yes ________  No ________

Does your offer meet or exceed all specifications? If no, indicate exceptions.  
Yes ________  No ________

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified?  
Yes ________  No ________

State percentage of prompt payment discount, if offered.  
__________ %

The District has a VISA Procurement Card Program. Will you accept the District's Visa as payment for goods and/or services purchased from this Proposal?  
Yes ________  No ________
DENVER PUBLIC SCHOOLS SUPPLIER PORTAL

Effective July 1, 2013, all new business conducted with Denver Public Schools will require you to be registered on the DPS Supplier Portal.

The Denver Public Schools (DPS) District is modernizing its Financial Management and Strategic Sourcing business processes to include two-way web-based communication with its Suppliers and Vendors. The benefits extended to our supplier/vendor business partners that register with DPS include:

- Electronic Bidding Events/Solicitations.
  - Bids and Proposals sent directly to your personal Supplier Portal account
  - On-line bid responses, negotiations, awards, and much more
- Direct submission of electronic invoices (depending on your contractual relationship).
- Complete view of your contracts, purchase orders, invoices and payments online through your “Supplier Portal”.
- Ability to maintain your business profile, points of contact, diversity qualifications, list of commodities you wish to provide, W-9s, certifications and insurance documentation, along with optional subcontractor tracking.
- Historical record of your interaction and performance with DPS

Access to the supplier portal can be found here: http://purchasing.dpsk12.org/suppliersvendors/

Supplier Portal User Guides are available at same link (under the ‘Suppliers/Vendors’ link on the right-hand of the page).

DPS’s mission is to provide all students the opportunity to achieve the knowledge and skills necessary to become contributing citizens in our society.

With this purpose comes responsibility: we must ensure that we fulfill DPS’s commitments while upholding a high standard of integrity and ethical business conduct. We are proactively taking steps to assist in that aim by implementing IntegraReport.

**Letter from the CFO**

To **anonymously** submit information on potential fraud, waste, or abuse of District property, assets, and resources, please visit:

**IntegraReport.com**

DPS Subscriber Code: DPSK12

You can also call our automated phone hotline 24 hours a day, seven days a week

**855-858-3344**