

PURCHASING DEPARTMENT Nancy Escobar 8224 White Settlement Road White Settlement, Texas 76108 nancy.escobar@wsisd.net

# **REQUEST FOR PROPOSAL #2223-006**

# **For: Transportation Services**

# Date of Issue: April 13, 2023

You are invited to submit a proposal to provide Transportation Services for the White Settlement Independent School District ("WSISD" or "District"). The initial term of the contract will be for a three year period beginning July 1, 2023 and ending June 30, 2026, with the option to renew for seven additional one- (1) year periods, not to exceed ten (10) years total.

#### SUBMIT PROPOSAL NO LATER THAN 2:00 P.M. LOCAL TIME ON MAY 11, 2023.

Your proposal <u>MUST</u> be signed by an individual authorized to contractually bind the firm or individual submitting the proposal. Failure to sign the proposal will cause it to be rejected as NON-RESPONSIVE. Person signing the Proposal should show title or authority to bind his/her firm in a contract.

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Proposals will be opened publically, Monday, May 15, 2023 at 9:00 a.m.

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Transportation Services

You are representing to wSISD that you a	are authorized to submit this propose	al by signing below.
Company Name		
Address	City	
State Zip		
Signature of Authorized Representative		Date
Printed Name & Title		
Email		
Phone	Fax	
	REQUIRED SUBMITTAL	]
White Settlement ISD RFP #2223-006	L	

# NOTICE REGARDING SUBMISSION OF RESPONSE TO THIS REQUEST FOR PROPOSALS ("RFP")

The District recommends you either hand deliver your response/proposal to the Purchasing Office at the following address:

#### WSISD Purchasing Department

8224 White Settlement Road White Settlement, Texas 76108

or have it delivered by a courier type service, such as FedEX or UPS, etc., with a recipient's signature and documented time of delivery.

Proposals submitted via the U. S. Postal Service must be mailed to:

**WSISD Purchasing Department** 8224 White Settlement Road White Settlement, Texas 76108

Proposals received at the WSISD Purchasing Department after the time and date specified above will not be considered and will be filed unopened. The District shall not be liable for late proposals.

Proposals must be plainly marked on the outside of the envelope: "SEALED PROPOSALS FOR RFP #2223-006 TRANSPORTATION SERVICES"

#### NOTE:

The U.S. Postal Service mail goes to the District's Central Office Receptionist to be processed before delivery to the departments. Delivery of the Proposal to other departments within the White Settlement Independent School District is <u>not</u> considered as delivery to the Purchasing Department. This means you may mail the response in time, but it may not be received in the Purchasing Office in a timely fashion, and therefore will be rejected.

Oral, e-mail, or telegraphic proposals transmitted via the District's facsimile machine are not acceptable.

#### DO NOT E-MAIL OR FAX YOUR SUBMISSION.

#### SUBMIT ONE ORIGINAL AND ONE (1) COPY OF YOUR PROPOSAL.

#### **RESTRICTED CONTACT PERIOD**

"Restricted Contact Period" shall mean a prohibition on any communication during the solicitation, evaluation and award process regarding this RFP, between:

- a) any person who seeks an award from the District or its affiliated entities including a potential Proposer or Proposer's representative; and
- b) any Board Member, the Superintendent, senior staff member, principal, department head, Coordinator, manager or other District employee who has influence in the evaluation or selection process.

#### WSISD REGULAR HOURS:

#### **Open Monday through Friday, 8:00am – 4:00pm, excluding District holidays**

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#### **1.0 INSTRUCTIONS TO PROPOSERS**

Issuance (Public Notices)	April 13, 2023 and April 20, 2023
Deadline for Questions	May 5, 2023 by 2:00 pm
Proposal Due Dates	May 11, 2023 by 2:00pm

#### 1.1. **PROCESS OVERVIEW**: This section outlines the steps in the procurement process.

#### 1.2. DISCUSSIONS / NEGOTIATIONS

The District's Purchasing Department and key representatives and proposers may enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, WSISD reserves the right to award a contract without discussions/negotiations. The competitive range and responsiveness of the proposal submitted will be determined by WSISD's Coordinator of Purchasing and the evaluation will include only those initial proposals that the Coordinator determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers may be required to submit a best and final proposal.

#### 1.3. QUESTIONS

Questions, requests for additional information/interpretation, omissions, or requested corrections shall be emailed to the Purchasing Department, in writing, by <u>May 5, 2023 by 2:00 pm</u> You may e-mail this information to <u>nancy.escobar@wsisd.net</u>. Only questions answered by formal posted written addenda will be binding.

#### 1.4. TEXAS PUBLIC INFORMATION ACT

White Settlement Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this Solicitation may be subject to release as public information unless the response or specific parts of the response are excepted from public disclosure under such Act. Proposers should consult their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information not properly identified and documented in accordance with the enclosed *Confidentiality Declaration Form* – **See Required Forms**. The District assumes no liability or responsibility or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

#### 1.5. CONFIDENTIAL & PROPRIETARY INFORMATION DECLARATION

Proposals asserted to be copyright protected or confidential in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted or confidential materials as part of their proposal must review and complete the enclosed *Confidentiality Declaration Form*. By submitting copyrighted materials and completing the *Confidentiality Declaration Form*, proposers grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the proposal.

#### 1.6. WITHDRAWAL OF PROPOSAL

Subject to the restrictions discussed below, the District will consider a WRITTEN REQUEST from any Proposer to withdraw their proposal, but ONLY IN ITS ENTIRETY, and ONLY PRIOR TO THE DEADLINE FOR PROPOSAL SUBMISSION. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate his/her title along with his/her signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the Notice of Proposal Invitation.

If a Proposer requests to withdraw a proposal, and the District allows the withdrawal of the proposal, the Proposer may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in this RFP. If a Proposer resubmits a proposal that was withdrawn, and makes changes to any document in the proposal package, an authorized agent of the Proposer must initial all alterations made to any proposal document. All proposals in the possession of the District at the time proposals are due shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the deadline for proposal submission as stated in the RFP.

#### 1.7. EXCEPTIONS & DEVIATIONS

If any *exceptions or deviations* are taken to any portion of this RFP, the Proposer must clearly indicate the exception or deviation and include a full explanation on the *Deviation/Compliance Signature Form* – **See Required Forms**, or as a separate attachment to the RFP. The failure to identify exceptions, deviations, or proposed changes will constitute acceptance by the proposer of the terms in the District's RFP. The District reserves the right to reject a RFP containing exceptions, deviations, additions, qualifications, or conditions.

#### 1.8. **PROPOSED CONTRACT DOCUMENT(S)**

Proposer must include its *proposed contract* (if applicable) in its response to this RFP. Proposer shall also be prepared to submit the contract in Microsoft Word format per request by the District. The contract form should already have been used, and approved with other Texas public school districts, other units of local government, and/or State Agencies. This RFP and the Proposer's response <u>shall be</u> <u>added</u> by reference as an addendum to the Contract.

#### 1.9. LOBBYING

In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation as to the Proposer's response, directly or indirectly, through any contact with school board members or other District official from the date this RFP is released until the award.

#### 1.10. CONFLICT OF INTEREST

This RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the RFP on behalf of the District, is at any time while the RFP is in effect, an employee of any other party to the RFP in any capacity or a consultant to any other party of the RFP with respect to the subject matter of the RFP.

#### 1.11. ASSIGNMENT / DELEGATION

No responsibility or obligation created by a contract between the District and the awarded firm shall be assigned or delegated by the firm without prior written consent from the District. Any attempted assignment or delegation by the firm shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

#### 1.12. TAX EXEMPTION STATUS:

WSISD is exempt from, and will not be responsible for payment of, any taxes, federal excise taxes, state and local sales taxes, and use taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The proposer shall absorb the taxes entirely. The District will supply tax exemption information upon request. WSISD will not pay any taxes, fees, surcharges, or late payment charges incurred as result of billing errors by proposer regardless of any corporate policy, billing statement, tariff, or proposer contractual clause to the contrary.

#### 1.13. AWARD / EVALUATION OF PROPOSALS

- a. The White Settlement Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to provide the best value to the District.
- b. The District reserves the right to award to a primary and/or secondary vendor, single proposer, multiple proposers, each line item separately or in any combination it determines to be in its best interest.
- c. Responses and offers must remain open for acceptance for a period of thirty (30) days subsequent to the opening of RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
- d. The successful bidder(s)/proposer(s) will be notified in writing (in an award letter or properly executed purchase order) after review and acceptance by the District.

#### 1.14. COLLUSION / DISQUALIFICATION

Proposer may be disqualified before or after WSISD opens proposals upon evidence of:

- a. collusion with the intent to defraud;
- b. intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage;
- c. of debarment and/or suspension;
- d. indebtedness to the District.

Non-Responsive Proposals and deviations/exceptions stipulated in Proposer's response may also result in disqualification.

#### **END OF SECTION**

#### 2.0 GENERAL TERMS AND CONDITIONS

#### 2.1. TERMS AND CONDITIONS

In submitting a proposal, the Proposer understands and agrees to be bound by the following terms and conditions, which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the firm and the District. By submitting a proposal, the Proposer agrees to waive any claim it has or may have against the District, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the RFP Documents; acceptance or rejection of any proposal; and award of Contracts, if any. The District may elect to issue subsequent RFP's and approve additional firms for the same or similar items/services during the agreement period if it is determined to be in the best interest of the District.

#### 2.2. COMPLIANCE WITH LAWS

Proposer shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations. All applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulation, including EDGAR Certifications, are hereby integrated into this Contract.

#### **Student Confidentiality**

Proposer/Contractor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Any student information provided to awarded Contractor shall be provided in compliance with the requirements and exceptions outlined in FERPA. Contractor must comply with said law and regulations and safeguard student information. Contractor may not disclose student information to a third party without prior written consent from the parent or eligible student. Contractor must destroy any student information received from the District when no longer needed for provision of services to District.

#### 2.3. CONFLICT OF INTEREST

No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). WSISD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from Proposers or parties to subcontracts. WSISD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. For more information regarding conflicts of interest, visit the District Conflict of Interest policies located at: <u>https://pol.tasb.org/Policy/Search/1114?filter=conflict%20of%20interest</u>.

#### 2.4. TEXAS PUBLIC INFORMATION ACT (TPIA).

Proposer acknowledges that the WSISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, WSISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

- a. by WSISD; [or]
- b. for WSISD and WSISD
  - i. owns the information; or
  - ii. has a right of access to the information; or
  - iii. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; [or]
- c. by an individual officer or employee of WSISD in the officer's or employee's official capacity and the information pertains to official business of the WSISD.

Proposer is expected to fully cooperate with the WSISD in responding to public information requests. This includes, but is not limited to, providing the WSISD with requested documentation. In the event that the request involves documentation that Proposer has clearly marked as confidential and/or proprietary, as outlined in *Sections 1.4 and 1.5*, WSISD will provide Proposer with the required notices under the TPIA. Proposer acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

#### 2.5. RECORD RETENTION

Proposer shall preserve all records relating to this RFP, any submitted proposal, and/or Contract for a period of seven (7) fiscal years or for such longer period as may be required by law, after final payment relating to any contract awarded pursuant to this this RFP for Transportation Services.

#### 2.6. **RIGHT TO AUDIT**

Proposer shall maintain, on a current basis, complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, income, and expenditures. The books and records shall be original entry books, with a general ledger, itemizing all debits and credits for the work on this Agreement. In addition, Proposer shall maintain detailed payroll records, including all subsistence, travel and field expenses, canceled checks, receipts, and invoices for all items. These documents and records shall be retained for at least seven (7) fiscal years from the completion of this Agreement. Proposer will permit District to audit all books, accounts, or records relating to this Agreement; or all books, accounts, or records of any business entities controlled by Proposer that participated in this Agreement in any way. Any audit may be conducted on Proposer's premises or, at District's option; another location. Proposer shall provide all books and records within fifteen (15) days upon receipt of written notice from District.

#### 2.7. ASSIGNMENT

The successful Proposer may not assign its rights and duties under an award without the prior written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

#### 2.8. **TERMINATION**

WSISD shall have the right to terminate for default, all or part of a resulting contract if the Contractor breaches any of the terms hereof, or if the Contractor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to, and not in lieu, of any other remedies which WSISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

WSISD may terminate a resulting contract and debar the Contractor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

In the event of a failure by the Contractor to provide services in accordance with the terms of this RFP ("default"), the District may terminate the award/contract upon ten (10) calendar days' prior written notice of termination setting forth the nature of the default. The termination will not be effective if the default is fully cured prior to the end of the ten-day period.

Termination by District will not relieve Contractor from liability for any default or breach under a resulting contract or any other act or omission of Contractor. If Contractor fails to cure any default within ten (10) calendar days after receiving written notice of the default, the District will be entitled, but will not be obligated, to cure the default; and will have the right to offset against all amounts due

to Contractor, any and all reasonable expenses incurred in connection with the District's curative actions.

The District may terminate the award/contract for the District's convenience, at any time, with at least sixty (60) days prior written notice to the Contractor.

In the event the award/contract is terminated, then within thirty (30) calendar days after termination, Contractor will reimburse the District for all fees paid by the District to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that the District did not receive from Contractor prior to termination.

#### 2.9. DEFAULT AND REMEDIES

The Contractor shall be considered in default, and such default shall be grounds for the District to terminate any resulting award/contract for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Contractor fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District. Should any termination be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience as provided herein.

The parties shall be entitled to exercise any right or remedy available to them, either at law or in equity, subject to the choice of law, venue, and terms contained herein. Nothing in this RFP or any resulting contract shall commit the District to arbitration of any disagreement or claim under any circumstances. Any claim arising out of, or in relation to, the contract, except for those specifically waived under the terms of the contract, may, after denial of the District's Board of Trustees, be subject to non-binding mediation at the request of either party. Any issues not resolved by the parties must be referred to non-binding mediation, to be conducted by a mutually agreed upon mediator, as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Tarrant County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Trustees, signed by the parties (if approved by the Board of Trustees), and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

#### 2.10. **GRATUITIES**

The District may, by written notice to the Contractor, reject any proposal without liability to the Contractor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any Board Member, officer, or employee of the District with a view toward securing an award, or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of an agreement.

#### 2.11. FORCE MAJEURE

Neither Contractor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFP or resulting contract is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, pandemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including

the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed, prevented, or foreclosed by any Force Majeure event unless and until such product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

Failure of Contractor to fully comply with the terms and provisions of this RFP shall constitute grounds for declaring the Contractor in default.

#### 2.12. CONTROLLING DOCUMENTS AND INTEGRATION

Any Contract resulting from this solicitation consists of the RFP, including all Addenda, the Proposal submitted by Proposer that is accepted and awarded by the District, and the District's Contract form(s) which may include, but are not limited to, a written contract, an agreement letter, or a purchase order. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY PROPOSER FORM, PROPOSAL, OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE CONTRACT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.

To the extent that there is any conflict between or among the documents composing the Contract, the following hierarchy (from most to least authoritative) shall prevail:

- (i) the District's Contract forms (written contract, agreement letter, or purchase order as applicable);
- (ii) RFP as provided by the District and all Addenda;
- (iii) and/or any Proposal provisions submitted by Proposer and agreed to by the District.

#### 2.13. FIXED TERM OF ENGAGEMENT PRICING

All pricing proposed shall be maximums and be fixed as a maximum rate for the term of the engagement subject to the allowance by the District for the Contractor to decrease rates at any time. Any proposed annual increases in prices or rates must be clearly specified in the proposal for the District's consideration.

#### 2.14. THIRD PARTY BENEFICIARIES

Nothing relating to this RFP or any resulting contract shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this request.

#### 2.15. INDEMNIFICATION AND HOLD HARMLESS

Proposer acknowledges and agrees that WSISD is a Texas public school district, and political subdivision and therefore, is prohibited by Texas law from indemnifying the Proposer or any third parties for any damages arising under this Agreement.

PROPOSER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS, WSISD FROM AND AGAINST ALL CLAIMS, LIABILITY, LOSS AND EXPENSES, INCLUDING REASONABLE COSTS, COLLECTION EXPENSES, AND ATTORNEYS' FEES INCURRED, WHICH ARISE BY REASON OF THE ACTS OR OMISSIONS OF PROPOSER, ITS AGENTS, OR EMPLOYEES, IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER A RESULTING CONTRACT. THIS CLAUSE SHALL SURVIVE TERMINATION OF A RESULTING CONTRACT.

#### 2.16. NON-APPROPRIATION OF FUNDS

Any resulting contract shall be subject to all applicable federal, state, and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the State of Texas. The District will make a reasonable effort to obtain and appropriate funds each fiscal year for payment of its contractual obligations. In the event that the District does not appropriate funding for the next fiscal year for the services specified in this RFP, then the contract shall terminate at the end of the last fiscal year for which funding is appropriated. The rates and charges, terms and conditions of this Agreement may be subject to the review and/or approval by the regulatory authorities of the state of Texas.

#### 2.17. PAYMENT TERMS

WSISD pays net 30, or at point of sale, and complies with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. See Chapter 2251 for specifics or consult your legal counsel. Payment will be made within 30 days after the later of, the receipt of goods/services or receipt of a properly submitted and undisputed invoice. The District considers an invoice properly submitted when the following conditions are met:

- 1. Invoice is received at the address indicated on the purchase order or contract;
- 2. Pricing on the invoice matches the price on the purchase order or contract;
- 3. Invoice includes a description of the goods or services provided, the purchase order number, invoice number, and any applicable cash discount;
- 4. Quantities on the invoice do not exceed those specified on the Purchase Order or contract;
- 5. Unique invoice number used for each billing is included on the invoice;
- 6. Merchandise has been shipped, or service has been performed;
- 7. Description of goods and services on the invoice shall match the description on the Purchase Order or contract.

Cash/prompt payment discounts offered will not be considered in determining the award, but will be taken if earned.

Purchase Orders may serve as the award instrument(s) under this Request for Proposals. If so, Purchase Orders will be placed as goods or services are approved for purchase and funds become available.

Proposer agrees to pay any subcontractors the appropriate share of the payment received from WSISD not later than the tenth (10th) day after the date Proposer receives the payment from WSISD. Remedies for non-payment, and disputed invoices shall be governed by Chapter 2251.

#### 2.18. INVOICES

Proposer's invoices **must** contain the appropriate WSISD purchase order number or contract number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Proposer for correction. Corrected invoices will be subject to the same payment provisions as original invoices. A delay of payment may result if Proposer presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Proposer.

#### Invoices are to be mailed for payment of delivery to:

#### WSISD/Accounts Payable 8224 White Settlement Road White Settlement, TX 76108

#### or emailed to:

#### wsisdinvoices@wsisd.net

#### 2.19. CHANGE ORDERS/AMENDMENTS

WSISD reserves the right to make changes to a Purchase Order (e.g., increase/decrease quantities, change delivery date, delivery address). Once the performance of a contract has begun, any change orders may be made in accordance with Tex. Educ. Code Section 44.0411 and applicable WSISD procedures and policies. Any changes to a purchase order shall be communicated to Proposer by the issuance of a formal change purchase order. Only a WSISD procurement staff member may make a change to the purchase order by issuing and sending a formal change purchase order to Proposer. If Proposer acts on the direction of a District employee who is not authorized to make changes, Proposer does so at his or her own risk or peril, and risks termination of the contract for cause. If Proposer attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, No amendment of this Contract shall be permitted unless and until first approved in writing by WSISD, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the Superintendent or designee after any necessary approvals, if any, have been obtained from the WSISD Board of Trustees.

#### 2.20. GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

This RFP, any addenda or other additions, and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Any dispute arising out of or relating to this procurement process, or any resulting contract, or any contemplated transaction, shall be brought in a court of competent jurisdiction in Tarrant County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims shall be heard and determined only in any such court, and agrees not to bring any dispute arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court.

#### 2.21. ATTORNEY FEES

In any adjudication of a claim for breach of contract under any resulting contract, reasonable and necessary attorneys' fees that are equitable and just may be awarded to the prevailing party. Otherwise, no provision of this RFP or any resulting contract is a waiver of any immunity or defense or consent to suit..

#### 2.22. NOTIFICATION OF MATERIAL CHANGE

Proposer is required to notify WSISD when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

#### 2.23. WARRANTIES

PROPOSER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE CONTRACT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING CONTRACT, AND BE FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. PROPOSER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING CONTRACT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE CONTRACT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S AUTHORIZED REPRESENTATIVE.

#### 2.24. M/WBE PLAN

Women and minority owned businesses, and historically underutilized businesses (HUB), shall have equal access as compared to other vendors, to competitive bidding, competitive sealed proposals, and requests for proposals as defined by the Texas Education Code 44.031.

The term *Women or Minority Owned Business* shall mean a business in which at least 51 percent of the ownership and management is by minority group members or women, or in the case of a publicly owned business, at least 51 percent of the stock is owned and managed by minority group members or women, or as otherwise defined by federal law. Minority groups shall include African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans, or as otherwise defined by federal law. The District shall accept HUB certification from the comptroller of public accounts or D/M/WBE from any established certification organization or the District's women or minority owned business affidavit procedure.

#### **END OF SECTION**

# **GENERAL INFORMATION & REQUIREMENTS**

# **TRANSPORTATION SERVICE**

#### **General Information**

#### **District Overview**

- WSISD serves approximately 6,800 students, employs approximately 870 employees, and has an annual budget of approximately \$62,000,000.
- WSISD currently has one high school, one middle school, one intermediate school, four elementary school, one fine arts academy, and one virtual academy (total 9 campuses).

#### **General Conditions**

- 1. The White Settlement Independent School District (WSISD) is requesting sealed proposals for Transportation Services.
- 2. All relationships between your company and any company offering their services must be revealed, as well as any commission payments or fees that will be paid to the proposer as a result of this award.
- 3. Proposers must submit one (1) original and one (1) copy.
- 4. Proposals must be plainly marked on the outside of the envelope: "SEALED PROPOSALS FOR RFP #2223-006 TRANSPORTATION SERVICES"
- 5. WSISD reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal, and award the contract to the proposer that best serves the interests of the District. WSISD may negotiate with proposers as deemed advisable or necessary.

# 6. All proposals must be submitted on the Proposal Forms attached hereto, in accordance with all specified conditions.

- 7. The initial contract will be for a three (3) year period, beginning on July 1, 2023 and ending June 30, 2026, with the option to renew for seven additional one (1) year period, not to exceed (10) years total, based upon the same terms and conditions at the discretion of WSISD, subject to funding and Board approval. The contract shall be reviewed prior to renewal each and every year and any changes made by agreeing parties.
- 8. Any restrictions, deviations, or other modifications, which either restrict or broaden services, must be shown separately and explained in writing. Failure to attach any modifications or deviations to the specifications of this proposal will indicate your acceptance of the specifications as written.
- 9. Proposers are required to submit specimen agreements/contracts in order for WSISD to consider as part of your proposal. WSISD reserves the right to prepare its own form of the contract and to make any changes to any sample agreements/contracts provided by any proposer.
- 10. Due care and diligence has been used in the preparation of these specifications and the information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the

proposer. WSISD and its representatives will not be responsible for any errors and omissions in the specifications nor for the failure on the part of the proposer to determine the full extent of the exposures.

 In evaluating proposals, WSISD shall consider the following criteria contained in Section 44.031(b) Texas Education Code. All scores are 0-10 points per criterion, multiplied by the weighted percentage. A 5 equals a neutral score when applicable.

	EVALUATION CRITERIA	WEIGHT
1	The purchase price;	50
2	The reputation of the vendor and of the vendor's goods or services;	7
3	The quality of the vendor's goods or services;	10
4	The extent to which the goods or services meet the District's needs;	20
5	The vendor's past relationship with the District;	6
6	The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;	
7	The total long-term cost to the District to acquire the vendor's goods or services;	7
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state; and	0
9	Any other relevant factor specifically listed in the request for bids or proposals.	0

#### **Proposal Format and Content**

Proposer shall provide the following information in the sequence and format listed below. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. Costs of preparation of any proposal will be borne by the proposing firm. This request does not constitute an offer of employment or contract for services.

- Section 1: <u>Implementation Plan</u> Respondent shall detail their implementation plan and specific timelines to be followed, including a transition plan if Proposer is not currently providing transportation services to the District.
- Section 2: <u>Experience in School Transportation</u> Respondent shall provide a statement of its qualifications to provide the specific services requested herein. Within the qualifications, respondent should provide the number of years in business, any former names, and the type of organization (corporation, partnership, etc.).
- Section 3: <u>Staffing Plan</u>

Provide the names of all proposed potential Transportation Managers and his/her staff (all staff excluding drivers) that will be managing/supervising this contract award, if available. If candidates are not identified then please provide job descriptions for all positions you plan to hire for this location. The District reserves the right to interview, approve or deny the Transportation Manager position.

Respondent shall also submit a staffing plan that clearly shows how the daily operations of the will be managed during the normal hours of operation, plus during any emergency or after-hours situation that may arise. This plan must include both operations and vehicle maintenance functions.

Section 4: <u>Maintenance Program</u> Respondent shall provide a description of its proposed vehicle maintenance program and how it will be administered. The maintenance program shall include the description of the maintenance schedule.

> In addition to the maintenance schedule, Respondent must also provide procedures for maintaining clean buses. The District will require a minimum of 2 washes per semester.

- Section 5: <u>Driver Hiring and Retention Program</u> Respondent shall provide a description of its hiring process and the selection criteria used. The Proposer will implement an employee drug-screening program and pay all costs associated with ongoing screening process.
- Section 6: <u>Driver Safety and Training Program</u> Respondent shall provide an overall description of its training process and driver education program.

Section 7: <u>Student Safety Program</u> Respondent shall provide a description of how it will address the issue of student safety, including any educational programs it has implemented and all student training provided in order to educate students and teachers on school bus evacuation under DPS standards.

#### Section 8: List of Bus Driver Qualifications

The respondent shall submit a list of bus driver qualifications, certifications and indications of ability to meet all driver requirements under Texas statutes and regulations, and how the respondent proposes to supply these drivers, assuming existing drivers will not be available. Respondent shall specifically discuss how it obtains and reviews each driver's driving record and criminal history information.

- Section 9: <u>Mechanics Training and Certification Process</u> Respondent shall describe its mechanic training and certification process.
- Section 10: <u>Customer Feedback</u> Respondent shall provide a description of its formal customer feedback system and provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.
- Section 11: <u>Plan for Substitute Buses and Relief Drivers</u> Respondent shall address the provision for substitute buses and drivers needed for performance under the terms of the contract.
- Section 12: <u>Presentation to Constituents</u> Respondent shall outline in detail the procedure that it would use for presenting its proposal to the District's constituents.
- Section 13: <u>Customer Service Philosophy</u> Please describe the importance to customer service, and how that relationship is fostered with the District.

#### Section 14: <u>McKinney-Vento Students</u>

Federal and state laws protect the rights of homeless children and youth to receive free and appropriate public education. Homeless students must be given the opportunity to meet the same academic achievement standards all students are expected to meet. The McKinney-Vento Act and the Texas Education Code, Section 25.001(b)(5), entitle homeless students to attend their school of origin, or the school in the attendance area where the family resides. To facilitate attendance, school districts must provide transportation for homeless students to their school of origin. Typically, when coordinating with another school district, one district is responsible to provide transportation from home to school and the other will provide transportation from school to home.

As part of your proposal, please include your plan to accommodate McKinney- Vento students and how those charges will be billed to the District.

Section 15: <u>Student Transportation Software for Routing, Tracking, and</u> <u>Communication.</u> Please name and provide a general description of the student transportation software and applications to be used for student transportation; bus tracking, route building, fieldtrip scheduling, and fleet management.

> In addition to a student transportation software and application. Can proposer provide a method of communication to proactively notify parents and/or District staff of any pertinent information (i.e. route delays, route changes, bus number changes, etc.). Such method will preferably have the ability to send messages to specific groups as well as send broadcast messages District wide. A phone app is the preferred method as most parents typically have a cell phone. As part of your proposal, please include your preferred communication method.

Software and applications should be provided at no additional cost.

#### Section 16: <u>References</u>

Respondent shall supply a list of five references describing their experience in transporting all school age children, including children with special needs. Names, email addresses, and phone numbers of the references must be included. Please also indicate in this section if the Respondent has prior history with the White Settlement Independent School District.

#### Section 17: <u>Site Evaluation</u>

One or more members of the District's evaluation committee may conduct one or more site evaluations. If site evaluations are conducted, they will be conducted at facilities of the District's choice where the Proposer currently provides student transportation services. By submitting a Proposal, each Respondent agrees to make selected facilities and facility's personnel available to District evaluation upon reasonable notice.

#### Section 18: Financial Statement

Respondent shall submit one (1) copy of your firm's financial statement, preferably audited. Include your organization's latest balance sheet and income statement showing the following items:

• Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)

• Non-current assets (e.g., net fixed assets, other assets).

• Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes.)

• Non-current liabilities (e.g., notes payable).

• Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).

#### Obtaining Information.

1. Outside Sources. The District reserves the right to obtain, from any and all sources, information concerning a Respondent which the District deems pertinent to this RFP and to consider such information in evaluating the Respondent's Proposal.

2. Inspections. The District reserves the right to make on-site inspections of the Respondent's facilities which the District deems pertinent and necessary to evaluate the Respondent's Proposal and to consider any information received from such inspection in evaluating the Respondent's Proposal.

#### **Performance Bond**

The District may require, as a condition to granting a contract award, receipt of a renewable annual performance bond naming the District as obligee or beneficiary in the amount of the estimated annual amount of the contract. The performance bond must be issued by an approved surety duly licensed and authorized to transact business in the State of Texas, in a form acceptable to the District. The cost of such bond shall be stated separately on the Proposal Form and shall not be included in the Respondent's calculations in arriving at services prices per day. If the District elects to require the Respondent to provide a performance bond, it shall be separately invoiced to the District and paid by the District.

#### **INSURANCE REQUIREMENTS**

A. Respondents shall furnish the District with Certificates of Insurance as evidence that the policies, providing the required coverage and limits of insurance, are in full force and effect. The successful respondent, and any District-approved subcontractor, shall deliver original Certificates of Insurance, naming the White Settlement Independent School District as additional insured, to the District, in care of the Purchasing Department, seven (7) working days before the effective date of any contract. The certificates shall state that the company issuing an insurance policy will provide not less than thirty (30) days advance notice, in writing, of cancellation, non-renewal, or material change in the policy of insurance. In addition, the Contractor shall immediately provide written notice to the District upon receipt of notice of cancellation of an insurance policy. Certificates shall reference the Transportation Services/contract number and be addressed as follows:

WSISD Administration Building Purchasing Department 8224 White Settlement Road White Settlement, Texas 76108

All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are "occurrence" type:

- 1. Workers' Compensation insurance with statutory limits;
- 2. Employers' Liability Insurance with a minimum limits of:]

a.	Each Accident	\$ 5,000,000
b.	Disease - Each Employee	\$ 5,000,000
c.	Disease - Policy Limit	\$ 5,000,000

#### 3. Commercial General Liability with a minimum limit of:

a.	General Aggregate	\$ 2,000,000
b.	Products-Completed Operations Aggregate	\$ 2,000,000
c.	Personal and Advertising Injury	\$ 1,000,000
d.	Each Occurrence	\$ 1,000,000
e.	Fire Damage (any one fire)	\$ 100,000

**4.** Commercial Automobile Liability insurance with a minimum liability of \$5,000,000 Any Auto (includes all owned, scheduled, hired and non-owned autos.);

5.	EXCESS LIABILITY	Limits
	Umbrella Form	
	1. Each Occurrence	\$ 9,000,000
	2. Aggregate	\$ 9,000,000

Satisfactory certificates of insurance shall be filed with the District's Purchasing office within ten (10) days of notification that the Contractor is the awarded contractor. The certificate(s) shall state that thirty (30) days advance notice to the school district is required before any change of coverage or cancellation of that policy.

B. With reference to the foregoing required insurance, the individual/agency shall endorse applicable insurance policies as follows:

- 1. A waiver of subrogation in favor of WSISD, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
- 2. The WSISD, its officials, employees and officers shall be named as additional insureds on the General Liability and Automobile Liability policy.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of A VII or better as assigned by A.M. Best Company or equivalent.

# **SCOPE OF SERVICES & SPECIFICATIONS**

#### **Scope of Services:**

<u>Student Transportation Services</u>: Proposer shall furnish Student Transportation Services in accordance with all applicable rules and regulations set forth by the State of Texas, District Policy and Regulation, and State law, as may be modified or amended from time to time. Student Transportation Services shall be provided throughout the term of any Agreement subject to the exceptions set forth herein. Proposer will require all of its employees assigned to provide Student Transportation Services to follow District polices pertaining to student transportation, field trips, athletic contests and extra-curricular trips, in addition to the District's administrative guidelines pertaining to the reporting and handling of student discipline incidents. No persons other than students, supervisors, District employees, approved chaperones or drivers in training are to ride the buses without the advance approval of the District.

**Transportation Data and Information:** Any information provided by White Settlement ISD in relation to this RFP is correct to the best of White Settlement ISD's knowledge. However, some information may have been obtained from third parties and White Settlement ISD hereby disclaims any warranty or representation as to the completeness or accuracy of said information.

# \*Transportation Data and Information should not be construed as a guarantee for future trends. This information may contain inaccurate information, flaws, and errors, be subject to change and vary from year to year depending on the budgetary and educational needs of the District.

#### **Facility information:**

## The White Settlement ISD Transportation Department: 1313 Mary Kay Lane, Fort Worth, TX 76108

WSISD currently operates its transportation program from a single location facility that is owned by the District. The District does not currently charge rent for the use of the facilities nor does WSISD anticipate charging rent for use of the facilities. All equipment necessary for operations at this location is the responsibility of the Contractor. WSISD does not own or provide heavy equipment for the Contractor. The Contractor is responsible for the maintenance and operations of vehicles contained and owned by its fleet. The facilities are intended for the use of District operations. Though the District currently utilizes 28 buses on daily basis, 44 buses are housed in the District. All buses housed within the District may or may not be used through the course of a school day. The District will at times request the use of all buses or request additional buses if available from the Contractor. This can be for a variety of reasons including athletic events, fine arts events, UIL competitions and field trips. The amount of buses housed at the District is at the Contractor's discretion. The Contractor should provide enough onsite buses to operate daily routes and to compensate in the event of mechanical failure, accident, or other circumstances that prevent a safe or reliable operation of buses. It is to be expected that buses stored on WSISD property shall be used to service the District's needs prior to the needs of any other third party. These facilities are District property and as such the Contractor will not restrict District employees' access on property for District assessment, inspections, or general District operations. The Contractor will keep the facilities neat, clean and free from trash, debris, clutter and in compliance with EPA regulations, state and federal laws including safety standards, and the disposal of transportation products.

This site currently houses:

- 21 Regular Education Buses
- 10 Special Education Buses
- 8 Sub and Coach Buses used for coach driven trips
- 5 Micro birds for Golf, track, McKinney Vento, etc. Total = 44 Total Buses

DISTRICT	# ROUTES	# RUNS	# STUDENT RIDERS	*21/22 YEARLY MILEAGE	# OF SCHOOLS
WHITE					
SETTLEMENT					
ISD	28	74	1,866	268,405	9

\*Mileage is from the 21/22 Operations Cost report and includes 71,808 extracurricular miles.

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

	MORNING DROP OFF TIME	CLASSES BEGIN	CLASSES END	PICKUP TIME
Elementary Schools/Intermediate	6:45am	7:30am	3:00pm	3:00pm
Middle Schools	7:30am	8:00am	3:30pm	3:30pm
High School	8:00am	8:25am	4:00pm	4:00pm
Fine Arts Academy	7:30am	8:00am	3:30pm	3:30pm

\*WSISD may alter schedules as needed in WSISD's sole discretion to ensure the needs of students are met.

**Bus Ownership & Information:** Below is a list of buses currently owned by WSISD that will be provided for use by the awarded Contractor. The District will lease its currently-owned buses, vehicles, and any additional buses purchased by the District, to the Contractor for ONE AND NO/100 DOLLARS (\$1.00) per year during the term of the Contract.

Proposers should assume the following replacement schedule and include pricing for **NEW** State/Federal bus requirement replacements starting with June 2023.

White S	Settleme	nt Flee	t Listing								
								Fleet	Replacem	ent Yr	
Bus #	Make	Year of Vehicle	Engine	Nov. 22 Mileage	Seats	Fuel Type	June '23	June '24	June '25	June '26	June '27
541	Freightliner	2017	Cummins ISB 6.7 Ltr	49,678		DIESEL					
542	Freightliner	2017	Cummins ISB 6.7 Ltr	62,924	77	DIESEL					
543	Freightliner	2017	Cummins ISB 6.7 Ltr	61,204	77	DIESEL					
544	Freightliner	2017	Cummins ISB 6.7 Ltr	63,127	77	DIESEL					
545	Freightliner	2017	Cummins ISB 6.7 Ltr	54,967	77	DIESEL					
546	Freightliner	2017	Cummins ISB 6.7 Ltr	66,088	77	DIESEL					
547	Freightliner	2017	Cummins ISB 6.7 Ltr	59,513	77	DIESEL					
548	Freightliner	2017	Cummins ISB 6.7 Ltr	53,716	77	DIESEL					
549	Freightliner	2017	Cummins ISB 6.7 Ltr	55,071	77	DIESEL					
550	Freightliner	2017	Cummins ISB 6.7 Ltr	67,900	77	DIESEL					
346	Freightliner	2018	Cummins ISB 6.7 Ltr	51,896	24+3WC	DIESEL				х	
347	Freightliner	2018	Cummins ISB 6.7 Ltr	55,269	24+3WC	DIESEL					х
342L	International	2007	Intl DT466E	174,652	14+1WC	DIESEL		х			
343	International	2009	Intl MaxxForce7	131,213	47	DIESEL	х				
344L	International	2011	Intl MaxxForce7	132,182	16+3WC	DIESEL			х		
345L	International	2014	Intl MaxxForceDT	77,477	24+1WC	DIESEL				х	
503	International	2009	Intl MaxxForceDT	128,348	77	DIESEL					
504	International	2009	Intl MaxxForceDT	101,189	77	DIESEL					
507	International	2007	Intl DT466E	126,297	77	DIESEL					х
508	International	2007	Intl DT466E	106,284	77	DIESEL					
509	International	2007	Intl DT466E	120,060	77	DIESEL					
534	International	2005	Intl DT466E	149,269	84	DIESEL	х				
538	International	2006	Intl DT466E	85,648	77	DIESEL		х			
540	International	2014	Intl DT466E	87,176	77	DIESEL					
506	International	2006	Intl DT466E	89,526	77	DIESEL	х				
539	International	2006	Intl DT466E	131,666	77	DIESEL					х
532	International	2005	Intl DT466	132,639	84	DIESEL			х		
531	International	2005	Intl DT466	137,953	84	DIESEL				x	
535	International	2005	Intl DT466	136,831	84	DIESEL				x	
530	International	2005	Intl DT466	131,248	84	DIESEL		х			
537	International	2005	Intl DT466	123,849	84	DIESEL					х
228	International	2005	Intl DT466	176,064	35+5WC	DIESEL		х			
505	International	2006	Intl DT466E	116,828	77	DIESEL			х		
340	International	2005	Intl DT466E	148,442	16+3WC	DIESEL			х		
533	IC	2005	Intl DT466E	134,216	84	DIESEL	х				
224	Chevy	2010	GM 6.0 Ltr	41,977	8+2WC	GAS					
370	Chevy	2018	Ford 3.7 Ltr	15,950	14	GAS					
371	Chevy	2018	Ford 3.7 Ltr	9,239	14	GAS					
372	Chevy	2018	Ford 3.7 Ltr	8,390	14	GAS					
373	Chevy	2020	Ford 3.5 Ltr	509	14	GAS					
374	Chevy	2020	Ford 3.5 Ltr	1,015	14	GAS					
Sped	Thomas	2023	Cummins ISB 6.7 Ltr		35+3WC	DIESEL					
Big Bus	Thomas	2023	Cummins ISB 6.7 Ltr		78	DIESEL					
Big Bus	Thomas	2023	Cummins ISB 6.7 Ltr		78	DIESEL					

#### **Bus Ownership & Information (continued):**

- All buses have full A/C and heat.
- District will provide digital camera recording devices (except as to the five (5) Micro Birds 370-374)
- District shall provide and maintain on all buses two-way radios compatible with District channels and provide a base radio, secure and renew proper Federal Communications Commission (FCC) licensing, and provide and maintain on all buses a repeater that will allow for District emergency channel, or such other communications capabilities as District and Proposer may agree upon
- All buses are equipped with a child-check system.
- All buses are equipped with a crossing control arm.
- Each bus must have a Global Position System (GPS) The Proposer shall equip all buses with active GPS tracking capabilities. Proposer shall describe in detail the GPS utilized and the reports the Contractor will provide the District on a monthly basis.
- All replacement buses must be similar in type/equipment unless approved by the District in writing.

**<u>Fuel</u>:** The Vendor will supply all liquids and lubricants (with the exception of vehicle fuel) needed in the performance of the Contract. The District shall be responsible for providing all fuel utilized under the terms of any resulting Contract.

**Staffing:** Contractor shall employ a competent manager authorized to act on behalf of the Contractor. Contractor shall provide sufficient support staff during the hours of 5:30 a.m. to 10:00 p.m. or beyond depending on the season and trip count on school days; and on weekends and holidays if requested by District. Currently the transportation support staff has 1 general manager, 1 Safety Supervisor, 1 Dispatcher, 1 Lead Technician, 1 Maintenance Technician, 30 bus drivers, 11 bus monitors, and 35 WSISD Coach/drivers for Athletic events only. If your proposed staffing is different, please provide a detailed explanation of proposed changes.

Criminal history record information must be obtained on all persons employed by the Contractor for the District. This includes but is not limited to persons working as a bus driver, bus monitor, or bus aide. Criminal History records must meet all requirements of 19 Texas Administrative Code Chapter 153 including subchapters, and Texas Education Code Section 22.0834 and any applicable state and federal laws. The Contractor shall provide any and all information regarding its employees and subcontractors that is needed by the District to perform a criminal history background check, and Contractor bear all expenses associated with this process.

# Please provide the organizational structure that your company will set in place for the duration of the contract on a separate attachment.

<u>Agreement to Interview Current Drivers</u>: By submitting a proposal in response to this request, the proposer hereby agrees to interview all driver/monitors currently serving WSISD's current transportation contractor who request interviews for school bus driver/monitor positions.

WSISD has a firm belief that service levels are directly impacted by the ability of the Contractor to recruit, train, and retain an adequate supply of qualified transportation professionals. WSISD is requiring each proposer to provide adequate pay to maintain a full staff of drivers and special needs monitors. The current driver wage ranges from \$23.25 per hour to a top wage of \$25.40 per hour. The current starting bus monitor wage ranges from \$14.00 per hour to a top wage of \$20.89 per hour. WSISD does not typically approve of overtime hours. As such, the Contractor should adequately and consistently staff enough employees to ensure overtime hours White Settlement ISD RFP #2223-006 Transportation Services Page 25 of 58

are not billed to the District. Please provide your anticipated wages and benefits for the 2023-2024 school year in your proposal.

**Drivers:** Proposer shall provide drivers for the buses used in providing Student Transportation Services who are qualified and competent both in the operation of the buses that they drive and in managing students with whom they will interact. All drivers shall be employees of the Proposer and the Proposer retains the right to control the manner in which the drivers perform their duties under this Agreement. District shall notify Proposer in writing of a request to remove a driver, and Proposer will investigate the matter and work with the District in determining a resolution that satisfies the needs of the District and complies with applicable state and federal laws. Any driver posing a safety hazard to District students or staff shall be immediately removed from providing services to the District.

All transportation services will be performed by trained, qualified drivers who have passed criminal and child abuse/ neglect background checks, as well as drug screening tests, to the satisfaction of the District. Drivers will have Class B operator permits with an "S" endorsement as minimum qualifications.

All drivers will be Commercial Driver's License (CDL) Class B qualified as required by Texas law. Each driver shall have a certified safe driving record. Additionally, all Proposer employees providing Student Transportation Services to the District shall be fingerprinted in accordance with Texas law. All new drivers shall attend basic CDL training that includes training in both defensive driving and student management. This pre-service training for new drivers must also include at least twenty (23) hours of classroom instruction and at least fifteen (18) hours of behind the wheel instruction. Drivers with previous school bus driving experience and appropriate credentials will receive at least ten (10) hours of training to include at least six (6) hours of classroom and at least four (4) hours behind the wheel. All drivers shall receive at least eight (8) hours of inservice training per year from Proposer.

All drivers shall be carefully selected as to character and ability and must pass all requirements and tests provided for or required by the State of Texas.

Proposer agrees that in recruiting drivers for positions, it will make all reasonable efforts to recruit from White Settlement and surrounding communities. In the event that qualified and acceptable applicants are not forthcoming from these communities, then the Proposer may look elsewhere to fill vacant positions.

Proposer shall conduct pre-employment drug testing and probable cause, post-accident and random drug and alcohol testing of all safety-sensitive employees as required by law and in compliance with U.S. Department of Transportation standards.

Proposer shall investigate all complaints of improper conduct on the part of any driver and will report the complaint and the results of the investigation to the District. No person will be permitted to drive a bus if there is reason to believe that such person has engaged in any improper conduct. Proposer shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Proposer shall not permit its drivers to smoke on or near the bus or on District property, to drink any intoxicating beverage, or be under the influence of any illegal drugs or alcohol prior to or while operating any bus.

<u>Monitors</u>: Proposer shall provide bus monitors, as determined by the District in writing, who shall ride the buses used in providing Student Transportation Services provided for hereunder. Such monitors shall be carefully selected as to character and ability and shall be subject to approval of District.

**<u>Ridership</u>**: The Proposer shall enforce all District Policies and School Board regulations governing the conduct of school bus operations and the behavior and discipline of students transported on school buses. The Proposer shall provide a program for the training of students in accordance with the provisions of Texas law.

Proposer shall notify the Superintendent or designee by 5:00 AM of any adverse weather or road conditions that would have a bearing on the decision to close or delay school. The decision to close or delay the opening of school is within the sole discretion of the Superintendent or his/her designee. The Proposer shall adjust the transportation schedule to provide transportation within a reasonable time after being notified of the Superintendent's decision to close or delay the opening of any school building at any time whether before or during the school day as a result of inclement weather or other circumstances.

**Dry Runs:** A dry run day will be conducted by Contractor prior to opening of school, at Contractor's sole cost and expense. All routes will be run as though it were the first day of school.

**<u>Routing</u>**: The Proposer shall provide a computerized routing program for use under this RFP.

Proposer shall pick up students identified by the District at any location, and at times designated by the District for transport to District programs. Proposer shall transport designated students to such locations, arriving at times designated by the District, and return them to their homes, over routes set up by Proposer and approved by District. All bus routes shall conform to the building schedule and school calendar of the school serviced and shall be established in such a fashion that no student shall be required to ride a bus to or from the student's assigned school for a period longer than thirty (30) consecutive minutes unless a longer time is approved by the District in writing. Subsequent to approval by the District of Proposer's routing plan, Proposer shall make no changes thereto without prior notice to and approval of the District.

In the usual and customary manner, Proposer shall notify each student of the applicable pick-up times and shall notify each student as to any subsequent change in time of pick-up or route that will affect any student.

Proposer agrees to work in cooperation with the District to establish the most advantageous routing plan for the safety and convenience of students within the guidelines provided for in this Agreement. Proposer agrees to promptly, courteously and continuously address any and all complaints or concerns brought to its attention by guardians, family members, District staff or other parties representing the interests of any student.

Proposer shall make every effort to ensure driver consistency for all regularly scheduled daily service to District students. The District desires to ensure consistency of driver assignment for all regular, special education and early childhood special education services, including daily Home-to-School service and all regularly scheduled mid-day services. The District expects Proposer to place the need for consistency of drivers on all regularly scheduled daily services above the need for drivers for extracurricular and outside charter services. As such, Proposer shall award extracurricular and outside charter services to regular education route drivers first. The occurrence of special education and early childhood special education route drivers being assigned work other than regularly scheduled route work will be allowed only when no other driver resources are available for such work assignments and such assignments do not interfere with special education and early childhood special education and early

**Maintenance:** The Proposer shall maintain all equipment in accordance with applicable federal and state laws and industry accepted maintenance standards. District shall have the right at any and all times to inspect any equipment for purposes of assuring Proposer's compliance with the terms of this paragraph. Proposer shall provide periodic reports summarizing the repairs made to all equipment.

In the event of a mechanical failure or breakdown that prohibits further operation of any bus while in use providing the services required hereunder, Proposer agrees that a spare bus and driver shall respond to the site of the breakdown for transfer of students for delivery to destination in accordance with this Agreement and free of charge to District.

**Compensation:** All rates on the Proposal Form may shall be adjusted annually by an amount equal to the rates in effect for the Agreement year ending on June  $30^{\text{th}}$  of each year multiplied by the percentage increase, if any, in the Dallas/Fort Worth Consumer Price Index for all Urban Consumers ("CPI-U"), for the twelve (12) month period ending February 28<sup>th</sup> of that year, not to exceed 3% unless agreed upon by both parties. Notwithstanding the preceding sentence, in no event will the adjusted rates be less than two percent (2%) above the rates for the immediately preceding year. If the CPI-U calculation described above results in an increase of less than two percent (2.0%), then the two percent (2.0%) minimum rate increase shall apply. The new rates will become effective with each anniversary date of this Agreement.

Proposer shall receive, for providing Student Transportation Services as described herein, final rates of compensation as described on the Proposal Form Price Schedule attached hereto and made a part hereof, operating a minimum of 170 regular school year days per year.

<u>Visitations</u>: White Settlement Independent School District expects a corporate or regional executive to be in the District at <u>least monthly</u> at the District's transportation facility. Timely advanced notification to the appropriate WSISD staff by phone or email is expected.

Prior to the start of any service under this Agreement, District and Contractor shall cooperatively establish routes and schedules conforming to the needs of the District.

#### Texas Education Agency (TEA) reporting & School Health and Related Services (SHARS) Reporting:

The Proposer shall provide to the District all information required to be reported to the TEA for the Route Service Report and the Operations Report at least 30 days prior to the due date of the report to TEA. The Proposer shall provide all required information to the District for the SHARS Cost Report by March 1st of each year. The Proposer shall train staff including bus drivers to accumulate the necessary information required in the reports. The Proposer agrees to maintain all detailed information for auditing purposes. The District's school calendar and sample monthly invoices (with pricing redacted) is attached as Appendix A and Appendix B.

#### PROPOSAL RESPONSE FORMS

#### TRANSPORTATION SERVICES RFP #2223-006

To:	White Settlement Independent School District Nancy Escobar, Purchasing Coordinator 8224 White Settlement Road White Settlement, Texas 76108
From:	
	Company Name
	Address
	City/State/Zip
	Area Code & Telephone Number

Fax Number

I/We the undersigned, having carefully read the Invitation to Vendors, General Information, and Instructions to Proposers sections, do hereby agree, if awarded a contract by WSISD, to enter into a contract with WSISD by tendering this offer to perform the work required and/or provide the products/services specified in this solicitation for the price(s) indicated.

This proposal is made without any previous understanding or verbal or written agreement with any other firm or corporation making a proposal to WSISD for this same RFP and this proposal is in all respects fair and without collusion or fraud and the contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

1. To hold my Proposal open for thirty (30) days after the deadline to submit a proposal for review of the Proposal.

2. That the signing of this Proposal form will constitute an offer to the White Settlement Independent School District by the Respondent.

3. To furnish services in strict compliance with the Request for Proposal.

4. My Proposal does not include any tax for which an independent school district is not liable.

Owner or Legally Authorized Representative

Title

Signature

#### COST PROPOSAL DETAILS TRANSPORTATION SERVICES RFP #2223-006

List Prices for the following:

### Rates for July 1, 2023 – June 30, 2024

#### PROPOSAL FORM PRICE SCHEDULE

Proposed prices shall be submitted based on a Daily Rate that includes the first four (4) hours of service each day. Each invoice period, total home-to-school charges submitted to the District shall be the sum of the applicable Daily Rates and the sum of all excess hours incurred beyond the hours included in each individual bus. The District reserves the right to require the Proposer to add and delete buses to or from service at the rates specified below subject to any price escalation clause included in the negotiated Transportation Service Agreement.

#### Regular and Special Education Home-To-School (HTS) Transportation Normal District School Year - Based on 4.0 hours.

Bus Capacity	Daily Rate per bus up to 4.0 hours	Hourly Rate per bus over 4.0 hours
20 psgr & smaller	\$	\$
21 - 47 psgr	\$	\$
48 - 77 psgr	\$	\$
78 psgr and larger	\$	\$

**Regular and Special Education Home-To-School Transportation Extended District School Year - Based on 4.0 hours.** 

Bus Capacity	Daily Rate per bus up to 4.0 hours	Hourly Rate per bus over 4.0 hours
20 psgr & smaller	\$	\$
21 - 47 psgr	\$	\$
48 - 77 psgr	\$	\$
78 psgr and larger	\$	\$

#### PROPOSAL FORM PRICE SCHEDULE

In addition to home-to-school transportation, the District expects the Proposer to provide transportation services in support of other District-related activities. If the District requests bus service that conflicts with normal home-to-school service, the Proposer shall provide that service to the best of their ability. Conflicting trips will require additional staff beyond the numbers needed to provide regular home-to-school service and will preclude the use of home-to-school vehicles.

#### Additional Transportation Services Extracurricular Trips, Mid-day Runs and Other District Requested Bus Service

Hourly Rate		Mileage Rate	Minimum Call-out Charge
Contractor Driven Per Hour	\$	\$	\$
Coach Driven Per Trip	\$	\$	\$

#### Additional Cost for a Proposer Provided Bus:

Bus Capacity	Daily Rate added to HTS rate
20 psgr & smaller	\$
21 - 47 psgr	\$
48 - 77 psgr	\$
78 psgr and larger	\$

Non-School Bus Vehicle Maintenance Labor: \$ Rate per Hour and \_\_\_\_\_\_ charge for parts above the actual cost.

**Bus Monitors & Bus Aides:** The District may require the use of bus monitors and/or bus aides in the performance of a resulting contract. If monitors or aides are required the District shall compensate the Proposer <u>\$</u> per hour. Billable time is to be based on total driving time, including layover time. Monitors or Aides working in excess of eight hours (8) per day or forty (40) hours in one week shall be billed at one-and-one-half times the hourly rate stated.

Rates provided for all transportation trips shall begin and end at the transportation center, and shall include total driver's time, including time for bus pre-trip checkout, clean up, fueling and layover time. For drivers' time in excess of forty (40) hours per week, or eight (8) hours in any one-day, the charge will be one-and-one-half time the hourly rates stated above.

## OTHER INFORMATION/BENEFITS OR EXTRAS PROVIDED WITH CONTRACT

List any other items you would provide as a part of the contract, and cost (if any).

## **OTHER CONSIDERATIONS**

Any additional items or services not included in the school's specifications should be listed on a separate sheet and attached to RFP.

#### **Interlocal Agreement Clause:**

White Settlement ISD is a member of the Educational Purchasing Cooperative of North Texas and other purchasing cooperatives. Governmental entities utilizing interlocal contracts with the White Settlement ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a governmental entity other than White Settlement ISD will be billed directly to that governmental entity and paid by that governmental entity. White Settlement ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own materials/services as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <a href="http://www.epcnt.com">http://www.epcnt.com</a>

Do you agree to allow other government entities, as described above, to purchase the materials and services specified in your proposal?

Yes \_\_\_\_\_ No \_\_\_\_\_

Owner or Legally Authorized Representative

Title

Signature

Date

#### PROPOSER INFORMATION AND CHECKLIST

#### TRANSPORTATION SERVICES RFP #2223-006

Proposer Name _			
Proposer Address			
Website Address			
Phone		Fax:	
Contact for this	proposal		
Name <u>&amp; Title</u>			
Address			
City/State/Zip			
Phone		Fax	
Email			
Number of years in			
-			
Proposer is a:	<ul><li>[ ] sole proprietorship</li><li>[ ] partnership</li></ul>		
	[] corporation		
	[]		
Proposer is:	[ ] an agent		
1	[ ] a principal		
[] Proposed sta	affing with names is attached.		

- [ ] Signed Proposal Form is attached.
- [ ] Exceptions to specifications or alternate proposals are attached.

#### **PROPOSAL QUESTIONNAIRE**

#### Please answer the following questions:

- 1. Who will have primary responsibility for the District's account?
  - a. Number of years in the business:
  - b. Number of other public entities serviced:
- 2. Who will be the back-up person for the District's account?
  - a. Number of years in the business:
  - b. Number of other public entities serviced:
- 3. How many Texas school districts does your agency (this office, if a national business) provide services on behalf of?
- 4. What is your (this office, if a national business) estimated volume with Texas school districts?
- 5. Will you provide an annual summary of sales and commissions if requested?
- 6. Please list any added benefits included with the proposal.

# REFERENCES

<b>REFERENCE #1:</b>
School district Name:
Name of Contact Person:
Phone Number of Contact Person:
E-Mail Address of Contact Person:
Contract period?
REFERENCE #2:
School district Name:
Name of Contact Person:
Phone Number of Contact Person:
E-Mail Address of Contact Person:
Contract period?
REFERENCE #3:
School district Name:
Name of Contact Person:
Phone Number of Contact Person:
E-Mail Address of Contact Person:
Contract period?

# **REQUIRED FORMS**

- 1. Agreement funded by US Federal Grant
- 2. Proposer Questionnaire
- 3. Deviation/Compliance Signature Form
- 4. Confidentiality Declaration Form
- 5. Commitment to Provide Insurance Affidavit
- 6. Certification for Criminal History Check
- 7. Non-Collusive Bidding Certificate
- 8. Legal Compliance
- 9. Conflict of Interest Disclosure Statement
- 10. Conflict of Interest Questionnaire
- 11. Notification of No Conflict of Interest
- 12. Family Conflict of Interest Questionnaire
- 13. Campaign Contribution Disclosure Instructions and Form
- 14.SB 252, Chapter 2252 Certification
- 15. Affidavit
- 16. Suspension or Debarment Certificate
- 17. HB 1295 Instructions and Example Form
- 18. MWBE/HUB Certification (Historically Underutilized Business)
- 19.W9
- 20. Proposed Contract

# ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONSE, OR THE RESPONSE WILL BE DEEMED NONRESPONSIVE.

## **Transportation Services #2223-006**

# AGREEMENT FUNDED BY U.S. FEDERAL GRANT (NON-CONSTRUCTION CONTRACTS)

The White Settlement Independent School District (*WSISD* or *the District*) is required to obtain certain certifications from organizations receiving District payments paid from federal funds. Pursuant to Circular A-110, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix A to Circular A-110, as applicable. Accordingly, the parties agree that the following terms and conditions apply to any agreement ("Agreement"), between the District and the proposer ("Proposer") in all situations where the Proposer has been paid from federal funds.

- 1. Equal Employment Opportunity In fulfilling its obligations under the Agreement, Proposer shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. **Rights to Inventions Made Under a Contract or Agreement** To the extent that the Agreement requires the performance of experimental, developmental or research work, Proposer agrees that the District shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the District from which received financial assistance to carry out the work contemplated by the Agreement.
- 3. Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier, up to the Proposer.
- 5. Debarment and Suspension (E.O.s 12549 and 12689) Proposer certifies that it and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and Proposers declared ineligible under statutory or regulatory authority other than E.O. 12549. Proposers with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

- 6. Access to Records Proposer agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Proposer that are directly pertinent to Proposer's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
- 7. **Applicability to Subcontractors** Proposer agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

Company Name

Corporate Officer's Signature

Printed Name and Title

Street Address

City, State and Zip Code

# **PROPOSER QUESTIONNAIRE**

1.	Is your company certified by the state of Texas or the North Central Texas?	YES	NO
2.	Proposer's principal place of business (or main corporate office) is located in		(state).
3.	Proposer's principal place of business is located within the boundaries of WSISD?	YES	NO
4.	Does your firm employ at least 500 persons in the state of Texas?	YES	_NO
5.	Is your firm willing to honor the terms & conditions of this contract if awarded a	contract a	s an alternate?
	YES NO		
6.	Does your firm fit the IRS definition of an independent contractor?	YES	_NO

# DEVIATION/COMPLIANCE SIGNATURE FORM RFP #2223-006

If the proposer intends to deviate from the General Conditions, Standard Terms and Conditions, Item Specifications, or any terms listed in this RFP, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its award decision, and the District reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions. The District also reserves the right to award a contract contingent on the proposer withdrawing any deviation listed below.

In the absence of any deviation entry on this form, the proposer assures the District of their full compliance with all information contained in this RFP.

 $\Box$  No Deviation

 $\Box$  Yes, Deviation

If yes is checked, please list below:

Company Name				
Address	City	State	Zip	
Phone Number		Fax Number		
Signature:				
Printed Name:				
Title:				

White Settlement ISD RFP #2223-006 Transportation Services

# **CONFIDENTIALITY DECLARATION FORM**

#### CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUEST FOR WSISD IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal as confidential information and/or subject to copyright, and therefore not subject to disclosure pursuant to Chapter 552 Tex. Gov't Code or other laws, you <u>must</u> make a <u>copy</u> of all claimed confidential materials within your proposal and put this COMPLETED form as a coversheet to said materials and place this completed form and the copied materials in a separate envelope and include the confidential materials envelope with your proposal submission. (You must include the confidential information in the submitted proposal as well. The copy in the envelope is to show WSISD which material in your proposal you deem confidential only in the event of a Public Information Request.) WSISD will follow procedures of the Public Information Act regarding any claim of confidentiality. Pricing of solicited products or service may be deemed as public information under Chapter 552 Tex. Gov't Code.

You must complete one (1) of the sections below.

Name of company claiming confidential status of material

<u>This Proposal contains material that is confidential and/or subject to copyright.</u> Complete this section of the form and affix a copy to the envelope containing the copies of the confidential materials.

Enclosed are copies of pages of confidential material from our response to RFP #2223-006.

This envelope contains material for our proposal that I classify and deem confidential under Tex. Gov't Code § 552 and I invoke my statutory rights to said confidential treatment of the enclosed materials:

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address

City

.....

Zip

Zip

Phone

# This Proposal does NOT contain material that is confidential and/or subject to copyright.

<u>Express Waiver</u>: I desire to expressly waive any claim of confidentiality of any information contained within our response to the competitive procurement process by completing the following and submitting this sheet with our response to the WSISD procurement process (e.g. RFP, CSP, Bid, RFP, etc.).

State

Name of company expressly waiving confidential status of material

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

Address

City

State

Phone

#### THIS EXPRESS WAIVER IS FOR RESPONSE TO RFP #2223-006

White Settlement ISD RFP #2223-006 Transportation Services

# COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT RFP #2223-006

By submitting a proposal response and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten-day requirement is not met, the WSISD Purchasing Department has the right to reject this proposal and award the contract to the next ranked firm meeting all requirements. If you have any questions concerning these requirements, please contact the Purchasing Department at (817) 367-1305.

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title:

#### Texas Education Code Chapter 22 Certification for Criminal History Check

**Introduction:** Texas Education Code Chapter 22 requires that entities who contract with school districts to provide services, <u>must</u> obtain or provide information need by the District for the District to obtain criminal history record information regarding covered employees. Proposers must certify to the District that they have complied. Covered employees with disqualifying criminal histories are prohibited from providing services to the District.

# **Definitions:**

*Covered employees:* Employees of a Proposer or subcontractor who have or will have continuing duties related to the services to be performed at or to the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying criminal history*: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

- a) a felony offense under Title 5, Texas Penal Code;
- b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or
- c) an equivalent offense under federal law or the laws of another state.

On behalf of \_\_\_\_\_

("Proposer"), I certify that

[check one]:

[] None of the employees of Proposer or any subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Proposer has taken precautions or imposed conditions to ensure that the employees of Proposer and any subcontractor will not become *covered employees*. Proposer will maintain these precautions or conditions throughout the time the contracted services are provided.

#### 0r

[] Some or all of the employees of Proposer and any subcontractor are *covered employees*. If this box is checked, I further certify that:

- 1. Proposer has obtained all required criminal history record information regarding its covered employees and/or will provide all information needed by the District to obtain all required criminal history information. None of the covered employees has a disqualifying criminal history.
- 2. If Proposer receives information that a covered employee subsequently has a reported criminal history, Proposer will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- 3. Upon request, Proposer will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- 4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Proposer agrees to discontinue using that covered employee to provide services at or to the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company Name

Printed Name/Title of Company Representative

Signature

By submission of this bid or proposal, the Proposer certifies that:

- 1. This bid or proposal has been independently arrived at without collusion with any other Bidder, Proposer, Competitor, or Potential Competitor;
- 2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for Transportation Services, to any other Bidder, Proposer, Competitor, or Potential Competitor;
- 3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4. The person signing this bid or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Proposer as well as to the person signing in its behalf.

# Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature	Printed Name and Title
Company Name and Address	

Telephone Number

# LEGAL COMPLIANCE

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules, and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the firm agree to comply, in all relevant respects, with all Federal, State, and Local laws, rules, and regulations related to the performance of services or supply of goods to WSISD?

YES NO

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature

Printed Name and Title

Company Name and Address

Telephone Number

# Notice to Proposers Conflict of Interest Disclosure Statements Texas Local Government Code, Chapter 176

Proposers are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the Proposer's company and an officer of the District. Proposers are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and: (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or (3) has a family relationship with a local government officer of that local governmental entity. The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of: (1) the date that the vendor: (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or (2) the date the vendor becomes aware: (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a); (B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer. Local Government officers of the White Settlement Independent School District include:

I Government officers of the White Settlement Independent School Dist

- Ben Davis, President
- John Bradley, Vice President
- Amanda Sanchez, Secretary
- Leticia Carr
- Jeremy Lelek
- Glen Lowry
- Raymond Patterson
- Frank Molinar, Superintendent of Schools
- David Bitters, Assistant Superintendent Finance and Operations

If you are required to file, send the completed form to: White Settlement Independent School District Purchasing Department 8224 White Settlement Road White Settlement, TX 76108

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1 Name of vendor who has a business relationship with local governmental entity.	
<ul> <li>Check this box if you are filing an update to a previously filed questionnaire. (The law r completed questionnaire with the appropriate filing authority not later than the 7th busine you became aware that the originally filed questionnaire was incomplete or inaccurate.</li> <li>Name of local government officer about whom the information is being disclosed.</li> </ul>	ss day after the date on which
Name of Officer	
4       Describe each employment or other business relationship with the local government off officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attac CIQ as necessary.         A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor?         Yes       No         B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable local government and up receive taxable income, other than investment officer or a family member of the officer AND the taxable local government and the local government officer or a family member of the officer AND the taxable local government and the local government officer or a family member of the officer AND the taxable local government and the local government officer or a family member of the officer AND the taxable local government and the local government officer or a family member of the officer AND the taxable local government and the local government officer or a family member of the officer AND the taxable local government and the local government officer or a family member of the officer AND the taxable local government and the local government officer or a family member of the officer AND the taxable local government and the local government officer or a family member of the officer AND the taxable local government and the local government officer or a family member of the officer AND the taxable local government and the local government and the local government officer or a family member of the officer of	th the local government officer. ch additional pages to this Form likely to receive taxable income, income, from or at the direction income is not received from the
Describe each employment or business relationship that the vendor named in Section 1 r other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	
<ul> <li>Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.</li> </ul>	
7	
Signature of vendor doing business with the governmental entity	Date

Form provided by Texas Ethics Commission

# NOTIFICATION OF NO CONFLICT OF INTEREST RFP #2223-006

# White Settlement ISD

8224 White Settlement Road White Settlement, TX 76108

If applicable, please sign and return this form to the attention of:

# Nancy Escobar, Coordinator of Purchasing

(at the above address)

WSISD requires this notification to document the Proposer's acknowledgement of requirements of Texas Local Government Code, Chapter 176 for disclosure of Conflicts of Interest. Submission of this form is an affidavit that the Proposer submitting this form is stating that <u>no conflict exists, as detailed in</u> <u>Texas Local Government Code Chapter 176.</u>

*This form is in addition to any other reporting requirement required under Texas state law and does not supplant any additional reporting requirements.* 

Company Name (Print or Type)

(\_\_\_\_) Phone

Signature

Date

Printed Name & Title

# THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)

# CONFLICT OF INTEREST QUESTIONAIRRE RFP #2223-006

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Purchasing Coordinator not later than the seventh (7TH) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or change of facts.

"Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter <u>B</u>, Chapter <u>573</u>, Government Code. "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter <u>B</u>, Chapter <u>573</u>, Government Code.

For individuals who contract or seek to contract with the District for the sale or purchase of any property, goods, or services:

• Identify each and every family relationship between yourself (and any member of your family) and any District Employee (and any member of such employee's family) (please include name and sufficient information that will allow proper identification of any named individual).

For entities that contract or seek to contract with the District for the sale or purchase of property, goods, or services:

• Identify each and every District employee (and any member of the employee's family) who serves as an officer or Coordinator of the entity, or holds an ownership interest of one percent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual).

If more space is required, please attach a second page. If the answer to any question is none, or not applicable, please write "None" or "Not Applicable" in the space reserved for that answer.

"I certify that the answers contained in this questionnaire are true and correct."

Individual:	
Entity:	
Ву:	
Signature:	Date:
Title:	

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM RFP #2223-006 TRANSPORTATION SERVICES

#### Please sign and include this form in your response:

A prospective Proposer seeking to enter into a contract to provide services for the White Settlement Independent School District ("the District") must file this form with the District's Purchasing Department. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Proposer must disclose whether they, a family member or a representative of the prospective Proposer has made a campaign contribution to any current Board of Trustee member of the District during the two years prior to the date on which the Proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Proposer signs the contract, if the aggregate total of contributions given by the prospective Proposer, a family member or a representative of the prospective Proposer, to the current Board of Trustee member of the District the District exceeds two hundred and fifty dollars (\$250) over the two years priord.

Furthermore, the District may cancel a solicitation or proposed award for a proposed contract, or a contract that is executed may be terminated if: 1) a prospective Proposer, a family member of the prospective Proposer, or a representative of the prospective Proposer gives a campaign contribution or any other thing of value to any Board of Trustee member of the District during the pendency of the procurement process or 2) a prospective Proposer fails to submit a fully completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM.

THIS FORM MUST BE INCLUDED IN THE RESPONSE FOR THIS REQUEST FOR PROPOSALS FOR FINANCIAL ADVISOR SERVICES AND MUST BE FILED BY ANY PROSPECTIVE PROPOSER WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

#### The following definitions apply:

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective Proposer, if the prospective Proposer is a natural person; or (b) an owner of a prospective Proposer.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective Proposer" means a person or business that is subject to the competitive sealed proposal process set forth in the Purchasing Code or a person or business that is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective Proposer" means an officer or Coordinator of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Proposer, or an employee or agent of the prospective Proposer acting on behalf of the prospective Proposer.

Current Members of the Board of Trustees of the White Settlement Independent School District:

- Ben Davis, President
- John Bradley, Vice President
- Amanda Sanchez, Secretary
- Leticia Carr
- Jeremy Lelek
- Glen Lowry
- Raymond Patterson

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

# DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:

Contribution(s) made by:	
Relation to Prospective Proposer:	
Date(s) Contribution(s) Made:	
Amount(s) of Contribution(s):	
Nature of Contribution(s):	
Purpose of Contribution(s):	
(Attach extra pa	ges if necessary)
Signature	Date
Title (position)	
-OR-	
NO CONTRIBUTIONS IN THE AGGREGATE TOT (\$250) WERE MADE to any applicable Board of Trus representative of this prospective Proposer.	TAL OVER TWO HUNDRED FIFTY DOLLARS stees member of the District by me, a family member or

Signature

# **CHAPTER 2252 CERTIFICATION**

# As per Section 2252.151-154 of the Texas Government Code, all bidders/proposers must complete the following:

I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

Pursuant to Texas Government Code, Section 2252.152 and Section 2252.153, I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the company named below have contracts with or provide supplies or services to a Foreign Tterrorist Organization, I will immediately notify the WSISD Purchasing Department.

I, \_\_\_\_\_, the undersigned and representative of

(Company or Business Name)

Name and Title of Company Representative (Print)

Signature of Company Representative

# SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to, or in excess of, \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the proposer:

- Certifies the owner/operator has not been convicted of a felony except as indicated on a separate attachment to this offer, in accordance with Sec. 44.034 Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (Sec. 36)

Vendor Name

Authorized Company Official's Name and Title

Authorized Company Official's Signature

Email Address

Date \_\_\_\_\_

#### **PROPOSAL FORM**

#### FELONY CONVICTION NOTICE

Texas Education Code Section 44.034, Notification of Criminal History of Contactor, Subsection (a) states: "A person or business entity that enters into a contract with a school district must give **advance notice** to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states: "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:

Authorized Company
Official's Name (please print):\_\_\_\_\_

A. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official

B. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):\_\_\_\_\_

Details of Conviction(s):

Signature of Company Official:\_\_\_\_\_ Date:\_\_\_\_\_

C. My firm is a publicly held corporation; therefore, this reporting requirement is not required.

Signature of Company Official:

# **Instructions - Form 1295**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

For more information about Form 1295, please visit the FAQ page of the Texas Ethics Commission website at <u>https://www.ethics.state.tx.us/resources/FAQs/FAQ\_Form1295.php</u>

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

The business entity must **print a copy** of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be **signed by an authorized agent** of the business entity. The **business entity must then submit the completed**, **signed Form 1295 to the school district**.

CERTIFICATE OF INTE	FORM 1295	
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	ere are interested parties. if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, entity's place of business.	and the city, state and country of the busi	ness , ustile
2 Name of governmental entity or stat which the form is being filed.	e agency that is a party to the contract fo	×t.VS
3 Provide the identification number us and provide a description of the server	ed by the governmental entity or state ag vices, goods, or other property to be prov	ency to track of identify the contract, ided updat the contract.
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) Controlling Intermediary
	thil	
	* www.ethic	
	- nns	
	à.	
	ຬ	
5 Check only if there in interes	ted Party.	]
6 UNSWORN DECLARATION My name is	, and my date o	of birth is
My address (street) (street) (street)	egoing is true and correct.	(state) (zip code) (country)
Executed in County,	State of , on the day of	, 20 (month) (year)
		agent of contracting business entity Declarant)
ADI	DADDITIONAL PAGES AS NECE	SSARY
Form provided by Texas Ethics Commission	www.ethics.state.tx.us	Revised 12/22/2017

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# **MWBE/HUB CERTIFICATION**

A bidder/proposer that has been certified as a Minority/Women Business Enterprise (aka: *Historically Underutilized Business* or *HUB*, and also referred to in this form as *MWBE*) is encouraged to indicate its MWBE certification status when responding to this Bid/Proposal Invitation.

- □ I certify that my company has been certified as a MWBE in the following categories. (Please check all that apply)
  - □ Minority Owned Business
  - □ Women Owned Business

Name of Certifying Agency:
----------------------------

□ My company has **NOT** been certified as MWBE.

By my signature below, I certify that the above is true, complete and accurate, and that I am authorized by my company to make this certification.

Company

Signature of Authorized Company Official

Printed Name and Title

# **APPENDIX A**



White Settlement ISD 401 S Cherry Lane Fort Worth, TX 76108 January 31, 2023 FY23 5330160123

ROUTES	SERVICE	PERIOD	HOURS	DAYS	RATE	TOTAL
	REGULAR BASE SERVICE					
19	Home-to-School Transportation	31-Jan-23		14		AND STREET OF THE STREET OF THE STREET
	Home-to-School Transportation	31-Jan-23				
	Additional Services Excess Hours	31-Jan-23	402.23			
	SPECIAL NEEDS BASE SERVICE					
7	Home-to-School Transportation	31-Jan-23		14		
1	Home-to-School Transportation	31-Jan-23		17		
	Additional Services Excess Hours	31-Jan-23	145.44			
10	MONITORS	31-Jan-23	711.34		Sector Card	
	SHUTTLES	31-Jan-23	0.00			
	MCKINNEY VENTO	31-jan-23	62.80	14	ALC: NOT	
1	McKinney Vento Monitors	31-Jan-23	62.31	14		
	PASS THROUGH COSTS					and the second second
10	Monthly Insurance Charge for Buses Over 26				THE PARTY PARTY	
10	Monthly Zonar Charge for Buses Over 26					
36	Daily Bus Sanitation			3		
	OTHER MISC BILLING		a da			A DECK OF COLUMN
						\$183,322.3
	GRAND TOTAL					\$183,322



White Settlement ISD 401 S Cherry Lane Fort Worth, TX 76108 February 28, 2023 FY23 5330160223

ROUTES	SERVICE	PERIOD	HOURS	DAYS	RATE	TOTAL
	REGULAR BASE SERVICE					
19	Home-to-School Transportation	28-Feb-23		16		
	Home-to-School Transportation	28-Feb-23		STRAND .		
	Additional Services Excess Hours	28-Feb-23	504.40		and the second	
	SPECIAL NEEDS BASE SERVICE					
7	Home-to-School Transportation	28-Feb-23		16		
1	Home-to-School Transportation	28-Feb-23		16		
	Additional Services Excess Hours	28-Feb-23	150.48			
10	MONITORS	28-Feb-23	793.92			
	SHUTTLES	28-Feb-23	0.00			
	MCKINNEY VENTO	28-Feb-23	71.27	16	The state of the state	
1	McKinney Vento Monitors	28-Feb-23	66.44	16		
	PASS THROUGH COSTS					
10	Monthly Insurance Charge for Buses Over 26					
10	Monthly Zonar Charge for Buses Over 26					
36	Daily Bus Sanitation			3		
				A. C. S.		
1						
Par de la						
	GRAND TOTAL	The second second second				\$229,187.

**APPENDIX B** 

# WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT

# 23|24 ACADEMIC CALENDAR

)) Wh	itese	ttleme	ntisd	1
f	0	y		/



AUGUST 2023									
Sun	Μ	Т	W	Т	F	Sat			
	7/31	1	2	3	4	5			
6	7	8	9	10	11	12			
13	14	15	16	17	18	19			
20	21	22	23	24	25	26			
27	28	29	30	31					
July 31 Aug. 3 Develo Aug. 16	& 4 & A pment	Aug. 7-	11 & A	Aug. 1	4-15				

SEPTEMBER 2023								
Sun	Μ	Т	W	Т	F	Sat		
					1	2		
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
Sept. 4		Holida	ay					
-								

	OCTOBER 2023									
Sun	Μ	Т	W	Т	F	Sat				
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								
Oct. 5 & 6 Staff Development/ Student Holiday										
Oct. 9 Oct. 13		Holida	ay Weeks							
Oct. 16			Week							

1	NOVEMBER 2023									
Sun	Μ	Т	W	Т	F	Sat				
			1	2	3	4				
5	6	7	8	9	10	11				
12	13	14	15	16	17	18				
19	20	21	22	23	24	25				
26	27	28	29	30						
Nov. 17 Staff Development/ Student Holiday										
Nov. 21	-25	Thank	sgivin	g Bre	ak					

DECEMBER 2023								
Sun	Μ	Т	W	Т	F	Sat		
					1	2		
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
31								
Dec. 5-15 EOC Testing Window Dec. 15 2nd 9 Weeks Ends Dec. 18-29 Winter Break								

	FEBRUARY 2024									
Sun	Μ	Т	W	Т	F	Sat				
				1	2	3				
4	5	6	7	8	9	10				
11	12	13	14	15	16	17				
18	19	20	21	22	23	24				
25	26	27	28	29						
Feb. 16     Holiday       Feb. 19     Staff Development/ Student Holiday										
	,	Slude	nt Hoi	lday						

MAY 2024								
Sun	Μ	Т	W	Т	F	Sat		
			1	2	3	4		
5	6	7	8	9	10	11		
12	13	14	15	16		18		
19	20	21	22	23	24	25		
26	27	28	29	30	31			
May 1-10 STAAR/EOC Testing Window May 17 Inclement Weather Makeup Day May 24 4th 9 Weeks Ends/Last Day May 27 Holiday May 28-30 Staff Development								

<b>MARCH 2024</b>								
Sun	Μ	Т	W	Т	F	Sat		
					1	2		
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
31								
March 8	8	3rd	9 Wee	eks En	lds			
March	11-15	Spri	ng Bre	eak				
March	18	4th	9 Wee	eks Be	gins			
March 2	29	Incle	ement	Weat	her M	akeup		

<b>JUNE 2024</b>									
Sun	Μ	Т	W	Т	F	Sat			
						1			
2	3	4	5	6	7	8			
9	10	11	12	13	14	15			
16	17	18	19	20	21	22			
23	24	25	26	27	28	29			
30									
June 18	8-28	5	STAAF	R Rest	testing	)			

	JANUARY 2024								
Sun	Μ	Т	W	Т	F	Sat			
	1	2	3	4	5	6			
7	8	9	10	11	12	13			
14	15	16	17	18	19	20			
21	22	23	24	25	26	27			
28	29	30	31						
Jan. 1-2	2	Winte	r Brea	k					
Jan. 3-	5	Staff D	Develo	pmen	t/				
Student Holidays									
Jan. 8	:	3rd 9 \	Weeks	s Bégi	ns				
Jan. 15		Holida		Ŭ					

APRIL 2024									
Sun	Μ	Т	W	Т	F	Sat			
	1	2	3	4	5	6			
7	8	9	10	11	12	13			
14	15	16	17	18	19	20			
21	22	23	24	25	26	27			
28	29	30							
April 1 Staff Development/ Student Holiday									
April 16					/indow	/			

JULY 2024								
Sun	Μ	Т	W	Т	F	Sat		
	1	2	3	4	5	6		
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30	31					
July 1-	5 Offic	ces Cl	osed					