BEAUMONT INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT

RFP #22.24

REQUEST FOR PROPOSALS
FOR
Charter Bus Transportation Services

Release Date: 5/18/22
Advertising Dates: 5/21/22 & 6/4/22
Due Date: 6/20/22 at 2:00pm CST

For information:

Beau W. Carroll
Beaumont ISD, Purchasing
3395 Harrison Avenue
Beaumont TX 77706
(409) 617-5041
bids@bmtisd.com

Beaumont Independent School District (BISD) **Solicitation**

Solicitation #	**22.24**
Due Date:	**6/20/22 at 2:00pm**

DUE NO LATER THAN 2:00 PM (CST)
LATE BIDS WILL NOT BE ACCEPTED

Request for Proposal (RFP): Charter Bus Transportation Services

Beaumont Independent School District is receiving sealed proposals for Charter Bus Transportation Services, RFP# 22.24, as per the attached specifications. **Sealed Proposals will be accepted in the Business Office: 3395 Harrison Ave, Beaumont, TX 77706. Bid are available to download at: https://www.bmtisd.com/Page/7030. This will be a Multi-Award RFP**.

It is not the policy of Beaumont Independent School District to purchase on the basis of low proposal alone; "Best Value" being the controlling factor. The District will evaluate each bid received and make award(s) based on the criteria enumerated in Texas Education Code 44.031(b).

All proposals shall include the cost of transportation to schools within Beaumont Independent School District, Beaumont, Texas. Any exceptions to or deviations from these conditions must be stated in writing at the time of the proposal opening.

This proposal form must be used, and all proposals are to be signed. Please also list Fleet Size and Proof of Insurance with proposal. Failure to follow these instructions could be cause for the proposal not to be accepted.

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS CALL:
Beau W. Carroll
Purchasing Coordinator
bids@bmtisd.com

To ensure proper receipt of bid response, please include Company Name, Bid Number, and Bid Name on outside of the delivery envelope or package.

This Bid is a firm offer which shall be irrevocable and open for acceptance for 60 calendar days the day set for submission of bids (30-day minimum is usually required for School Board Approval).

SCOPE AND SPECIFICATIONS OF PROPOSAL REQUEST

Beaumont Independent School District (BISD) is soliciting proposals from vendors to supply the district Charter Bus and Coach Transportation Services. This is not an exclusive award contract and will only qualify the responding companies to negotiate with the district for purchases as needed by BISD. When the District needs service included in vendor proposals, the District will contact vendors for price and availability and make a selection based on the listed criteria below. The **contract will be effective from August 1, 2022 – June 30, 2023 after approval by the Board and may be extended for three (3) additional consecutive year from July 1, 2023 – June 30, 2026, if agreed to by both parties.**

SCOPE

The scope of the services will entail the furnishing of Charter Bus Transportation Services from a designated school location and return to the departing location in requested extracurricular activities.

EXCLUSIVITY

The contract will be awarded to multiple vendors due to vehicle availability issues. The award will list vendors awarded for calls for quotes and availability as needed by District. It is possible that all respondents will be awarded and placed on the list of vendors and individual transaction awards will be determined by criteria listed below.

PERMITS

All necessary and required transportation permits must be current and active. The company must be authorized to conduct business in the State of Texas and the United States of America.

DRIVERS

All drivers must be certified, licensed, and trained to conduct such transportation vehicles and perform the necessary services involved with charter services.

EVALUATION OF PROPOSALS & QUALIFICATIONS

As required in Texas Education Code 44.031 (b) in determining to whom to award this contract, the District shall consider:

1. Purchase price
2. Reputation of the vendor and vendor's goods or services
3. Quality of the vendor's goods or services
4. Extent to which the goods or services meet the district's needs
5. Total long-term cost to the district to acquire the vendor's goods or services
6. Vendor's past relationship with the district
7. Minority, woman, or veteran owned business.
8. Any other relevant factor specifically listed in the request for bids or proposals

ESTIMATED QUANTITIES

Purchases in this category are estimated to exceed $50,000 in the aggregate each 12 month period. Historical data indicates that the average trip will be 200 miles or less, roundtrip.

RESERVATIONS
All trips must be reserved upon the submission of an approved District Purchase Order, based on the date and quantity of buses in order to meet the transportation needs of Beaumont ISD. Delivery as stated on the PO. **Payment will occur after the service has been satisfactorily performed.**

PAYMENT TERMS
Beaumont ISD has payment terms of Net 30 from date of invoice. Bidder should indicate acceptance of these terms or specify any other required terms or payment discounts applicable to this contract. All billings must be submitted on an invoice basis, and **must reference the purchase order (PO) number**, the current price of the items or services purchased as per the bid awarded by Beaumont ISD. Invoices must be mailed to:

Beaumont ISD
Attn: Accounts Payable
3395 Harrison Avenue
Beaumont, TX 77706

Email: invoices@bmtisd.com

FLEET SIZE
The successful vendor(s) must provide a listing of their fleet size. The charter bus company must provide buses with operating air-conditioning equipment and restroom facilities.

INSPECTION
Beaumont ISD reserves the right to inspect the shop facilities, driver files and specific vehicles for road worthiness. At the request of BISD, all participating charter bus companies may be asked to provide a description of the buses proposed.

STOPS
The charter bus service must include any and all necessary stops to and from the destination as requested by the accompanying teacher, director, coach, and/or BISD representative.

STORAGE
All charter buses must be equipped with the necessary storage space for band instruments, sports equipment, uniforms, and other supplies. This should include but is not limited to any overhead storage space.

INSURANCE REQUIREMENTS

The selected supplier(s) shall carry insurance with responsible insurance carriers acceptable to BISD and with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. **The selected supplier(s) shall furnish certificates of insurance to BISD indicating compliance with this paragraph.**

	Type of Coverage	Minimum Limits
1.	Workers' Compensation and Employer's Liability	Statutory $100,000 per accident

Beaumont Independent School District will accept Employee Accident Insurance in lieu of Workman's Compensation Insurance.

2.	Texas Motor Carrier Insurance: As required by TXDOT Buses designed to transport 26 passengers or more (not including the driver).	$5,000,000 Combined Single Limit
3.	Commercial General Liability	$1,000,000 Combined Single Limit

The vendors shall submit evidence with the proposal and again at the time of any execution of this agreement that it has in full force and effect all insurance requirements listed above. The selected supplier(s) shall maintain such insurance in full force and effect throughout the duration of this Agreement. In the event that it is not commercially feasible to maintain insurance during the period required by this Agreement, selected supplier(s) shall supply BISD with equivalent assurance to the required insurance, acceptable to BISD.

BISD shall be named as an additional insured on the commercial general liability policy and Texas Motor Carrier Insurance. BISD shall be named as an alternate employer on the workers' compensation policy. BISD will be named as a beneficiary on the insurance policy. A waiver of subrogation shall be issued in favor of BISD in the workers' compensation, commercial general liability policies, and in Texas Motor Carrier Insurance.

The selected supplier(s) shall provide BISD with original certificates of insurance, acceptable to BISD. Such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to BISD. In the event there is a deductible on any policy, the selected supplier(s) shall provide evidence to the satisfaction of BISD that it is able to satisfy the deductible.

Subcontractors to the Selected Proposer shall be required to show evidence of coverage of the types of insurance indicated above. The required minimum limits of insurance for subcontractors of the selected supplier(s) shall be determined by the selected supplier(s), subject to written approval by BISD, and shall be proportionate with the type and level of involvement for service performed by the subcontractor regarding the Project.

REFERENCES
All vendors must submit a list of three (3) references with this proposal, for the BISD to contact during the evaluation process of their proposal pertaining to their history with the vendor. It is preferred that the references be from other school districts.

RESERVATION CANCELLATION
Cancellation will be made by the District at least 24 hours in advance; however, a cancellation may be made by the District with less than 24 hours notice due to unforeseeable circumstances, such as inclement weather or other situations beyond the control of the District. Beaumont ISD will fax, email or phone cancellation notices to the awarded vendor(s). The supplier shall provide at least 48 hours notice of cancellation to the District. Cancellations made according to this paragraph are exempt from any fees or cancellation charges levied against the district.

SUPPLIER/ VEHICLE REQUIREMENTS
It is the responsibility of the Supplier/Carrier to insure that the vehicle(s):

1. Is in safe, clean, and in good running condition.
2. Meet all DOT and TxDOT regulations and safety guidelines. Selected supplier(s) must prepare and retain pre-trip and post-trip documentation, as required by DOT.
3. The selected supplier(s) must maintain an "active" rating with TxDot.
4. Must have current and valid State Inspection Sticker.
5. Must have current and valid State and/or Federal Tax stickers as required for both intrastate and interstate travel.
6. Has a current and valid License Plate.
7. Supplier(s) must have, upon request, the availability of Americans with Disabilities Act Compliance (ADA) compliant buses.
8. The supplier will supply BISD a way of communicating with the Charter at all times.
9. In the event of a vehicle breakdown or accident, the vendor/carrier is responsible for all cost incurred for towing of vehicle and repair of vehicle, both parts and labor.
10. Shall accept changes to the original request regarding its pick-up/drop-off locations, event starting time, and/or number of vehicles required, up to twenty-four (24) hours prior to the original event time.

SUPPLIER/ DRIVER REQUIREMENTS

1. Meet or exceed required standards for Beaumont Independent School District School Bus Drivers. Examples include but are not limited to possessing or using of any weapons, using tobacco products in District buildings or in the presence of students, unlawfully manufacturing, distributing, dispensing, or possessing drugs or alcohol while at school or school-related activities, permitting unauthorized persons to board and associate with students, and shall report any unsafe condition, practice, or misconduct.
2. Have a background check (performed and paid for by vendor) upon employment and at least annually thereafter.
3. Shall have a disposition compatible to interaction with children.
4. Shall be comfortable with the presence of high noise levels.
5. Shall be willing to cooperate with tour director and sponsors.
6. Shall be able to drive in inclement weather (rain, ice, etc.).
7. Shall be able to drive in heavily congested city traffic.
8. No Driver/Operator or employee of the vendor/carrier, with the following background(s) shall operate or be on vehicle while transporting, loading, or unloading BISD's students or employees.
   - Anyone convicted of a felony.
   - Anyone convicted of a sexually related crime.
   - Anyone under the influence.
9. No Driver/Operator shall drive a vehicle without the minimum of a current and valid Class "B" Commercial Driver's license with a "P", Passenger endorsement.
10. Complete an appropriate defensive driver's course and maintain certification which is not more that 3 years old.
11. Drivers with an "Intrastate" restriction shall only be allowed to drive the vehicle within Texas.
12. No Driver/Operator shall drive a vehicle without meeting all Texas requirements for the vehicle that will be used to provide the service. All drivers must be able to provide proof of compliance.
13. No Driver/Operator shall drive vehicle if convicted of a DWI, or with ten (10) or more points accumulated through traffic violations against his/her CDL.
14. Supplier shall provide replacement driver should, for any reason, original driver become either ill or incapacitated or is otherwise incapable of performing their assigned duties.
15. It is the responsibility of the supplier/carrier to provide compensation to the driver/operator.
16. It is the responsibility of the supplier/carrier to provide Workmen's Compensation, including $100,000.00 employer's liability.

SECONDARY SUPPLIERS

Any company sublet by the supplier must follow all of the above guidelines, rules, laws, and regulations. It is the supplier's sole responsibility to insure that the company it selects for sublet complies with all of the above. The supplier will give at least a forty-eight (48) hour cancellation notice to BISD location that is requesting services. If not the company will be responsible for all additional costs incurred to charter another bus. Payment for services will be made to the contracted supplier, only.

ALTERNATE VEHICLES

Under no circumstances will a student be transported in a (15) passenger van. All vehicles used for transporting students must meet current Federal Motor Vehicle Safety Standards (FMVSS).

SUBMISSION OF PROPOSALS

RFP # 22.24: Charter Bus Transportation Services

To Be Signed and Returned

Please specify the types of Charter Bus Transportation Services you propose to supply to the District. Attach or include a separate sheet or other information if necessary.

_____

_____

What action will be taken by company if coach becomes inoperable during trip?

_____

_____

How long until action will be taken?

_____

What method of communication do you use between central dispatcher and your drivers? Describe.

_____

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

Are criminal and civil arrest/charge records checked for drivers?	Yes ____	No ____
Is random drug testing performed in accordance to DOT requirements?	Yes ____	No ____
Are drivers required to wear uniforms, name badges, & company identification?	Yes ____	No ____
Are drivers trained and certified in CPR and first aid?	Yes ____	No ____

What is the standard size of your passenger charter bus? _____

Since fuel costs are volatile and the District knows firm, long term quotes are not feasible, this award may be to all qualified vendors and price quotes will be solicited semi-annually for the fall & spring semesters or per trip, and will be chartered according to bus availability by vendor at time of trip. A sample of the price quote form is attached and will be sent to awarded vendors prior to each trip.

Attach or list specific instructions for contract ordering procedures.

Company Location _____

Sales Contact Person_____Phone_____

Do you have any exceptions to our specifications you wish to note? (attach additional sheets if necessary)

Do you accept District Purchase Orders? (circle) yes no

Attach proof of all relevant insurance coverage relating to service and policy limits. _____

Attach list of references of other school districts; (3) with phone numbers & contact names.

Company_____

Name_____Date_____

(Signature) _____

REFERENCES

Please provide at least three (3) references that have used your company for the same goods Beaumont ISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address.

Company Name:	**Contact Name:**
Telephone:	**Email:**
Address:	**Brief Description of Business with Company:**

Company Name:	**Contact Name:**
Telephone:	**Email:**
Address:	**Brief Description of Business with Company:**

Company Name:	**Contact Name:**
Telephone:	**Email:**
Address:	**Brief Description of Business with Company:**

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X

Form **W-9** (Rev. 11-2017)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____ _____

Signature of vendor doing business with the governmental entity Date

NOTE: FORM MUST BE COMPLETE WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, 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".

This notice is not required of a Publicly Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions 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 (Printed):_____

Check one of the following and sign as appropriate.

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official:_____

☐ My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official:_____

☐ 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:_____

VENDOR DEBARMENT STATEMENT

I have read the conditions and specifications provided in the bid document attached.

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

_____

Name of Company (Please Type/Print)

_____

Mailing Address City State Zip

_____

Printed Name (Please Type/Print)

_____ _____

Signature Title

_____ _____ _____

Telephone Number Fax Number Date

HOUSE BILL 89 – SECTION 2270.001 VERIFICATION

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I,_____, the undersigned representative of _____(Company or Business Name) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2270:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract the above-named company, business or individual with Beaumont Independent School District.

_____ _____

Printed Name Title

_____ _____

Signature Date

SENATE BILL 252 – CHAPTER 2252 VERIFICATION

Effective September 1, 2017 contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I,_____, the undersigned representative of _____(Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names above 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 above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Beaumont Independent School District's Purchasing Department.

_____ _____

Printed Name Title

_____ _____

Signature Date

STANDARD TERMS AND CONDITIONS

THE WORDS "BIDS, PROPOSAL, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, REQUESTS FOR PROPOSALS, QUOTES, COMPETITIVE SEALED QUOTES, PROPOSALS, QUOTES" AND THEIR DERIVATIVES.

BIDS ARE TO BE DELIVERED TO BEAUMONT ISD F.O.B. DESTINATION OR SUBMITTED by 2:00 p.m., June 20, 2022.

LATE BIDS: Late bids will not be accepted or considered. Late Bids will be returned to vendors unopened. BEAUMONT ISD will not be responsible for undelivered or misplaced bids. The date/time stamp in the Purchasing Office shall be the official item of receipt.

UNSIGNED BIDS will NOT be considered. ONLY SEALED BIDS will be accepted. FAXED BIDS will NOT be accepted. The District reserves the right to reject any and/or all proposals and waive any and/or all formalities.

BID MUST COMPLY with all federal, state, county, and local laws concerning these types of goods/services. ALL ITEMS MUST MEET OSHA STANDARDS OF COMPLIANCE AND BE ASBESTOS FREE.

REMEDIES: BIDDER OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidder.

ALTERING BIDS: bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of BEAUMONT ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on unresponsive vendor list.

TO EXPEDITE EVALUATION of the bids, BIDS must be submitted on BEAUMONT ISD forms; although additional information may be attached for evaluation purposes.

SALES TAX: BEAUMONT ISD is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

EVALUATION CRITERIA. In determining to whom to award a contract, the District may consider: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the district; (6) the long-term cost to the district to acquire the vendor's goods or services; and (7) Minority, woman, or veteran owned business; (8) any other relevant factor listed in the specifications or that a private business entity would consider in selecting a vendor.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171.

ETHICS: The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of BEAUMONT ISD.

DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the District's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidder taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. BEAUMONT ISD will not accept substitutes after item(s) have been awarded as specified. BEAUMONT ISD reserves the right to accept any and all or none of the exception(s)/substitution(s) bid which are deemed to be in the best interest of BEAUMONT ISD.

ADDENDA: Any interpretations, corrections, or changes to this bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in BEAUMONT ISD Purchasing Manager. Addenda will be mailed to all who are known to have received a copy of this bid.

ADDENDA MUST BE ACKNOWLEDGED WITH BID SUBMITTAL. An addenda acknowledgment form will be provided with bids requiring acknowledgment of addenda.

CHANGE ORDERS: No oral statement of any person shall modify otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by BEAUMONT ISD Purchasing Director.

BEAUMONT ISD may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

BIDDER SHALL PROVIDE with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of bid.

IN ACCORDANCE WITH TEXAS LAW, SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless BEAUMONT ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless BEAUMONT ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against BEAUMONT ISD growing out of such injury or damages.

CONTRACT: This bid, when properly accepted by BEAUMONT ISD, shall constitute a contract equally binding between the successful bidder and BEAUMONT ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and /or performance of services is concluded subject to the following conditions. BEAUMONT ISD reserves the right to review the performance of vendor at all times and will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to BEAUMONT ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, BEAUMONT ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

BEAUMONT ISD reserves the right to terminate contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

TERMINATION FOR DEFAULT: BEAUMONT ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of BEAUMONT ISD in the event of breach or default of this contract. BEAUMONT ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:

A. meet schedules;
B. defaults in the payment of any fees;
C. otherwise perform in accordance with these specifications.

REPRESENTATION: The vendor represents that the items and/or services provided by the vendor hereunder shall conform to the representations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason BEAUMONT ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of BEAUMONT ISD, BEAUMONT ISD may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by BEAUMONT ISD for the unexpired term of the Agreement.

BREACH OF CONTRACT or default authorizes BEAUMONT ISD to exercise any or all of the following rights:

A. BEAUMONT ISD may take possession of the assigned premises and any fees accrued or becoming due to date;
B. BEAUMONT ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
C. BEAUMONT ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of BEAUMONT ISD. In such event, the District shall charge the successful bidder the difference for any additional cost of such bid item.

IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, BEAUMONT ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of BEAUMONT ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

BIDDER, IN SUBMITTING THIS BID, agrees that BEAUMONT ISD shall not be liable to prosecution for damages in the event that BEAUMONT ISD declares the bidder in default.

GRACE PERIOD: BEAUMONT ISD requests the right to continue to enforce this contract for a period not to exceed sixty (60) days after expiration date for unforeseeable reasons.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by BEAUMONT ISD shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Beaumont, Texas, with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS/COPYRIGHTS: The successful bidder agrees to protect BEAUMONT ISD from claim involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, BEAUMONT ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between BEAUMONT ISD Purchasing Department and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by BEAUMONT ISD to the successful bidder(s). **The purchase order number must appear on all invoices.** BEAUMONT ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to BEAUMONT ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

WARRANTY: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by BEAUMONT ISD and an invoice has been approved for payment.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Beaumont, Kendall County, Texas.

ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of BEAUMONT ISD.

SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best
commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulations.

PAYMENT will be made upon receipt and acceptance by BEAUMONT ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful bidder(s) is required to pay subcontractors within ten (10) days.

INVOICES shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:

BEAUMONT ISD
ATTN: Accounts Payable
3395 Harrison Avenue
Beaumont, TX 77706

Email: invoices@bmtisd.com

ALL VENDORS DOING BUSINESS WITH BEAUMONT ISD must have on file a Form W-9 Request for Taxpayer Identification Number and Certification. A copy of this form is included for your use and is to be submitted with your bid if not on file.

ALL VENDORS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.

Dear Vendor:

Beaumont ISD wishes to be a good customer and pay for authorized bills in a timely manner. Achieving this goal will require that we inform BISD vendors of the procedures necessary to be a good customer and still follow State Purchasing Law and Board Policy:

All purchases from Beaumont ISD must be on a properly drawn purchase order issued by the Purchasing Department. To be paid, you must have a Beaumont ISD purchase order that was issued before the goods are ordered, delivered or the services rendered. In the event that an order for merchandise or services is placed without a purchase order, Beaumont ISD will not be responsible for payment of the goods or services and you will need to invoice the person that placed the order.

We need your help with the following:

Invoices:

1. **All invoices should be mailed to Beaumont ISD, Attn: Accounts Payable, 3395 Harrison Avenue., Beaumont TX 77706 or emailed to invoices@bmtisd.com. Mailing your invoice to the BISD Business Office facilitates timely payment. Obtaining an original invoice that was delivered or mailed to another address is time consuming and will delay payment.**
2. **All invoices should reference PO number.**
3. **All orders must be full/complete. We will not pay partials orders.**

Any changes to an issued purchase order involving price, amounts ordered or items ordered may be changed only by the Purchasing Department in writing: Please call 409-617-5041 or email purchasing@bmtisd.com to help on your purchase.

Please note that this letter serves as notice that Beaumont ISD will not be responsible for any merchandise/goods or services purchased or delivered without an authorized BISD purchase order or contract.

END