

REQUEST FOR COMPETITIVE SEALED PROPOSAL RFCSP 2024-01 – STUDENT TRANSPORTATION

The Boyd Independent School District, hereinafter referred to as the District, is accepting competitive sealed proposals for Student Transportation Services. The specifications herein are intended to supply vendors with enough information to enable them to prepare a response to this CSP.

Responses shall be submitted in an envelope marked on the outside with the bidder's name, address, and bid number. Proposals can be delivered until 4:00pm, Thursday, April 11th, 2024, to:

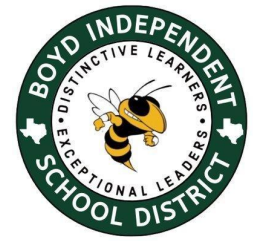
Boyd Independent School District Attn: Summer Mathis
600 Knox Ave. Boyd, Texas 76023

Please note that Boyd ISD will be closed for the holidays March 11th, 2024- March 15th, 2024. Proposals cannot be received by the District during the holiday break.

Proposals will be opened Friday April 12th, 2024, at 10:00 a.m. At that time, only the names of the vendors who submitted a proposal will be disclosed.

Proposals received after the published time and date cannot be considered. **Faxed bids will not be accepted.** The District accepts no financial responsibility for any costs incurred by the vendor in the course of responding to this invitation. The District reserves the right to accept or reject all or parts of the proposal, to waive all formalities, and to accept the proposal that best meets the needs of the district. In accordance with Texas Education Code Section 44.032, the District will attempt to execute a contract with the Vendor that offers the best value to the District. If the District is unable to negotiate a satisfactory contract with the selected Vendor, it will formally and in writing, end negotiations with that Vendor and proceed to the next Vendor in the order of the selection ranking until a contract is reached or all proposals are rejected. The District also reserves the right to accept a second vendor, without re-bidding or re-advertising, should the first selected vendor fail to deliver.

Bidders submitting a response must submit two (2) hard copies of their response. It is not necessary to submit every page contained in this bid packet.



All questions regarding this bid must be submitted in writing to Summer Mathis via e-mail at smathis@boydisd.net

In order to ensure the integrity of the selection process, the proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this CSP is released until the award. Any contact with District staff or the Board of Trustees concerning this CSP may result in the disqualification of the proposer.

1.0 TIMELINE FOR CSP

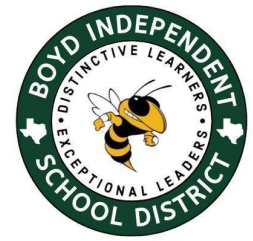
Release of CSP	March 14 th , 2024
District Closed	March 11 th - 15 th 2024.
Deadline for Questions	March 22 nd , 2024
Deadline for Submitted Response	April 11 th , 2024 @ 4pm
Tentative Board of Trustees Award	May 20 th , 2024 @ 6:30pm

2.0 INSTRUCTIONS TO PROPOSERS

2.1 Use of District Documents

Proposals must be submitted on forms or in the format provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions or interlineations, without written consent of the District. Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any proposal submitted in altered form shall result in rejection of such proposal at the option of the District. Alternate proposals from each Proposer are acceptable only if one (1) of such proposals is submitted on forms provided by the District and in the format stipulated.

by the District. Any such alternate proposals submitted must be clearly marked and identified as an alternate proposal.



3.0 Inspection of Documents

- 3.0.1** The failure or neglect of Proposer to examine any contract document, form, instrument, addenda, or other document, or to attend the pre-proposal conference, shall in no way relieve Proposer from obligations with respect to his/her proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.
- 3.0.2** Each Proposer reviewing this CSP is responsible for inspection of District documents attached to the CSP for missing or illegible pages, or other indication of incomplete information provided to the vendor.

3.1 Addenda to CSP

The District reserves the right to revise and amend the specifications prior to the date set for the opening. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the CSP in writing and request modification or clarification desired. Revisions or amendments, if any, will be made by issuing an addendum. **Any addenda or clarification that may be issued for this bid will be posted to District webpage, posted to Public Purchase, and emailed out to any vendors that indicated they would like to be included on the list of communications regarding the CSP.**

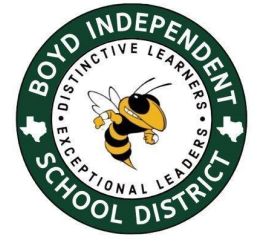
3.2 Proposal Costs

The District will not be liable in any way for any cost incurred by vendor in the preparation of their proposals in response to the Competitive Sealed Proposal nor the presentation of their proposals and/or participation in any discussion or negotiations.

Minority/disadvantaged and women's business enterprises are encouraged to submit proposals.

3.3 Proposal Disclosure

- 3.3.1** Boyd Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the responses are exempted from public disclosure under such Act. The firm must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a qualification that the firm claims is confidential or proprietary. All qualifications and parts of qualifications that are not marked as confidential or proprietary will be considered public information after the proposal is opened. The District assumes.



no liability or responsibility for the release of any information not properly marked.

- 3.3.2** Proposers shall not issue any news release(s) or make any statement to the news media pertaining to this CSP, or any proposal and/or contract or work resulting therefrom without the prior written approval of the District, and then only in cooperation with the District.
- 3.3.3** Proposers may only contact the District's Purchasing Director for questions or information. Any attempt to contact other District personnel or the Board will be grounds for rejection.

3.4 Agreement Document

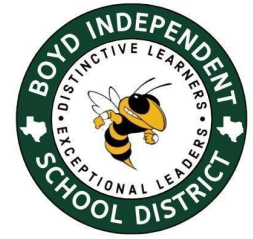
Proposer will provide a sample Agreement to the District. The District may, at its option, choose to modify the Agreement, or it may elect to contract according to the form of the enclosed Agreement without modification. Any proposal that is conditioned upon the District's acceptance of revisions to the enclosed form of Agreement may be rejected.

3.5 Transportation Data

Enclosed with the proposal documents is a collection of data summarizing operations from the most recently completed school year. This information is provided to assist Proposers in formulating their proposals. The District cautions, however, that the information is approximate. The District makes no warranty or representation about its accuracy, and the District does not intend any Proposer to rely on the accuracy of the information in submitting his/her proposal(s).

3.6 Withdrawal or Amendment of Submitted Proposal

- 3.6.1** Any proposal which has been submitted may be withdrawn prior to the scheduled time for opening. A request to withdraw a proposal must be in writing and be received by the District prior to the scheduled time for opening.
- 3.6.2** No amendment, addendum, or modification shall be accepted after the deadline for submitting the proposal. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the time scheduled for opening of proposals.
- 3.6.3** After the scheduled time for opening of proposals, proposals may not be withdrawn for 90 days.



4.0 TERMS AND CONDITIONS

In submitting a response to this CSP, Vendor 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 CSP between the Vendor and the District. If any exceptions are taken to any portion of the bid or proposal, the Vendor must clearly indicate in writing the exceptions taken and include a full explanation. Vendor's failure to identify exceptions or proposed changes will constitute acceptance by the Vendor of the bid or proposal as proposed by the District. The

District reserves the right to reject a bid or proposal containing exceptions, additions, qualifications, or conditions.

4.1 Indemnity

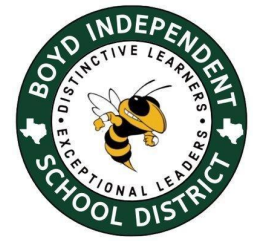
Vendor shall indemnify, hold harmless, and defend the District its trustees, employees, and agents from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this CSP.

4.2 Assignment

The contract will not be transferred or assigned to another vendor or contractor without the prior written consent of the District. In the event that the District approves a transfer or reassignment of this agreement, all terms and conditions of this agreement, and addenda to this agreement, will be honored throughout the period and option periods of the agreement.

4.3 Force Majeure

Neither the District nor Vendor 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 the 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"). For purposes of the contract, 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, weather-related emergencies, or other catastrophes, or events or conditions due to law, regulations, ordinances, order of a court of competent jurisdiction, or executive decree or order. However, in the event of such delayed non- performance, 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 or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided.



4.4 Non-Appropriation of Funds

If the Board of Trustees for any reason fails to appropriate funds for any service, the District will notify the vendor immediately and the district will no longer be obligated to fulfill its responsibilities under the contract.

4.5 Termination by Default

The District may terminate the contract resulting from this request at any time that a contractor fails to carry out provisions.

The District shall provide the contractor in writing a twenty-four-hour notice of conditions endangering performance. If after a thirty-day, or otherwise agreed upon cure period, the contractor fails to remedy the conditions contained in the notice, the District shall terminate the contract.

The District shall be obligated only for those services rendered and accepted before the date of notice of termination, less any damages that may be assessed for non-performance.

With mutual agreement of both parties upon receipt and acceptance of not less than thirty days' written notice, the contract may be terminated on an agreed date before the end of the contract period without penalty to either party.

4.6 Escalation Clause

The District, at its option, may allow the vendor to escalate the prices quoted, herein, not to exceed 5% per unit price. No price increases will be allowed within the first 12 months of the contract. Price escalation requests will be considered at renewal/extension dates only. If the District determines the price increase to be unreasonable, the District may terminate the contract in its entirety, or terminate that part of the contract subject to the increase. Vendor may not increase any price without written authorization from the District. The District reserves the right to request documentation to substantiate any price increases.

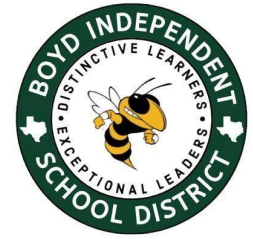
4.7 Venue

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

4.8 Waiver of Claims

By submitting a response to this CSP, each respondent agrees to waive any and all claims it has or may have against the school district and its trustees, employees and officers, including, but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this CSP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.

4.9 Order of Precedence



In the event of conflict, the following order of precedence shall be followed:

- a) The terms, conditions, and special provisions of this CSP
- b) Any exhibit, schedule, or addendum to this CSP
- c) Proposer's Agreement

5.0 SPECIAL PROVISIONS

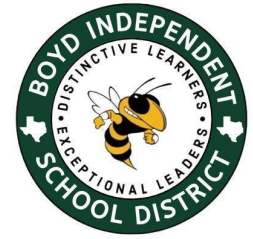
5.1 Obtaining Information

- 5.1.1 The District reserves the right to obtain from any and all sources information concerning a Proposer which the District deems pertinent. to this CSP and to consider such information in evaluating the Proposer's proposal.
- 5.1.2 The District reserves the right to make on-site inspections of the Proposer's facilities which the District deems pertinent and necessary to evaluate the Proposer's proposal and to consider any information received from such inspection in evaluating the Proposer's proposal.

5.2 Bus Ownership

- 5.2.1 Vendors must submit a Proposal under which the Vendor will own all school buses and replacement vehicles. In addition, the Vendor shall submit a description of buses to be provided for the first year of the contract to include passenger capacity, year of manufacture, make and mileage. **At no time during the duration of the contract shall any individual bus be older than twelve years, nor shall the average age of the entire fleet exceed seven years.**
- 5.2.2 The Vendor shall maintain all vehicles in a clean, non-offensive smelling, safe, and reliable mechanical condition.
- 5.2.3 The Vendor shall provide to the District, upon request, a list of vehicles used under this contract which states the vehicle number, license number, model year and odometer reading, passenger capacity, fuel type, air conditioned or not, W/C lift or not, and assignment (route, spare, ETC.).

The District understands the Vendor may have a fleet of vehicles nationwide and at times may bring a vehicle(s) from other states to use in the District. Texas Education Code 34.002 requires school buses to meet Texas School Bus Specifications and authorizes the Texas Education Agency to withhold state transportation funding if a district fails to meet the requirements. The Vendor is required to provide a letter for each vehicle indicating the vehicle identification number, year model, and state specifications the school bus was



manufactured. The letter must indicate this vehicle has been brought into compliance with the Texas School Bus Specification that was in place the date the school bus was manufactured. The District may have a third party inspect each school bus to verify the school bus meets Texas specifications. The cost for inspection will be at the expense of the Vendor.

The Vendor will be responsible for any lost state funds resulting from the loss of funding as a result of any school buses not in compliance with TEC 34.002.

5.3 Field Trips and Other School Sponsored Activities

The Vendor shall be prepared to fulfill all of the district's field trip and extracurricular transportation needs. Should the district require additional transportation service, such,

as coach bus or other forms of charter transportation, the awarded vendor will assist the District in securing and scheduling the alternative service.

5.4 Transportation Department Employees

By submitting a proposal in response to this request, the Vendor agrees to interview all Transportation Department employees currently serving the District. The employees that meet the Vendor's and District's requirements will have the right of first refusal for the awarded Vendor's positions. All transportation employees will be hired at least at the current hourly wage.

5.5 Fuel

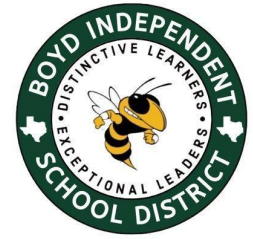
The Vendor will supply all liquids and lubricants (with the exception of vehicle fuel) needed in the performance of the Contract. The District shall be responsible for providing all fuel utilized under the terms of this agreement. **All proposers should consider that the District is providing fuel and should not include charges and/or surcharges for fuel in calculating proposals.**

5.6 Use of Maintenance Facility

The District hereby grants the awarded Vendor the nonexclusive right to use the District's transportation facility in the conduct of its operations. The awarded Vendor shall comply with all federal, state, and local environmental quality laws and rules.

The Vendor will be responsible for electricity, water, heat, snow/ice removal, trash removal, waste oil disposal, waste metal disposal, and general cleaning of the building. The Vendor shall, as well, supply its own telephone service and insurance coverage.

The District shall be responsible for structural repairs to the facility, and any pre-existing environmental conditions, except to the extent that such repairs or conditions are due to negligence on the part of the proposer or its employees.



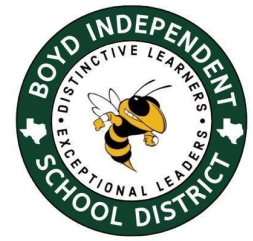
5.7 Equipment

- 5.7.1 All buses will be equipped with active digital video cameras in the front and rear of the buses.
- 5.7.2 Vendor will notify the District as to whether the Vendor will provide seatbelts for buses provided under this agreement. Vehicles provided by the Vendor will meet all Federal and State school bus requirements for the term of the contract. Vehicle upgrades mandated by law during the life of the agreement will remain the responsibility of the awarded Vendor. Costs for such upgrades will be the responsibility of the awarded Vendor.
- 5.7.3 All buses will be equipped with two-way radios with a base station at the Vendor's terminal. This system must reach all areas of the District.
- 5.7.4 All buses will be equipped with strobe lights.
- 5.7.5 Global Position System (GPS) – Vendor shall describe in detail the GPS utilized and the reports the contractors will provide the District on a monthly basis.
- 5.7.6 All transportation vehicles will be clearly marked with "BOYD ISD" and a number distinguishing that vehicle from the other vehicles in the fleet for easy public identification. Please include a photo rendition of the bus design proposed.
- 5.7.7 All school buses proposed must be equipped with air conditioning.
- 5.7.8 All school buses must include white top roofs. Roofs painted with white elastomeric reflective paint.
- 5.7.9 The expectation of the District is for the Vendor to provide any additional safety equipment needed for students. This includes but is not limited to child car seats and child safety restraints.
- 5.7.10 Due to the volume of Athletics and Fine Arts activities, the district would like two (2) buses reserved for student activities. These buses are not to be part of the day-to-day fleet, nor used as a backup for mechanical failures. Our expectation is that this reserve fleet will be available, serviced, and fueled for activities as they arise.

5.8 Hourly Rates

Hours calculated for billing to the District do not include time for bus pre/post trip, checkout, and cleanup. Rates provided for all transportation trips shall begin and end at the transportation center and shall include layover time. District will not be billed for pre/post trip, checkout, and clean-up. For a driver's time in excess of 40 hours per week, the charge will be one-and-one-half times the hourly rate stated above.

5.9 Dry Runs



At Vendor's cost, a dry run day will be conducted by contractor prior to opening of school. All routes will be run as though it were the first day of school.

5.10 Personnel Requirements

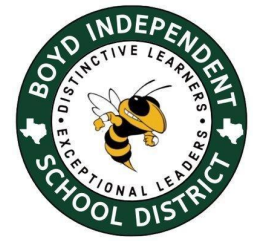
The Vendor shall ensure that all drivers employed to drive in the District meet all state and federal requirements for a driver, including a fingerprint based criminal history check. The Vendor will cooperate with the District's Human Resources Department to ensure all drivers have the acceptable fingerprint-based checks. Any additional background checks required will be at the expense of the Vendor. A driver may not drive a school bus transporting students unless all requirements have been met. The District shall be the sole judge if a driver may be used to fulfill the contract. The District shall retain the authority to examine all personnel records of the contractor to determine compliance with the contract.

- 5.10.1** The Vendor shall ensure that all drivers display their current driver's license, certification card, or medical card upon request of a school official or District authorized individual.
- 5.10.2** The Vendor, at their expense, shall provide uniform vests approved by the District to be worn by all drivers and bus monitors while on duty performing services under the contract for the District.
- 5.10.3** The Vendor shall maintain an adequate number of sub drivers to cover routes when regular drivers are absent or driving field trips. Office personnel must be available in the office to answer telephone calls from customers and respond to driver communications during operation of routes.
- 5.10.4** Minimum staff requirements are: One (1) Full Time dedicated Location Manager; one (1) Full Time Dispatcher, (1) Administrative Assistant, and two (2) dedicated Maintenance Technicians/Mechanics.

5.11 Performance

It is the goal of the District to contract with a provider that enhances the services provided by the District. Monthly on time performance reporting by route and trip will be required. The report will include a monthly percentage for on-time performance. The District understands that unplanned weather conditions, detours and traffic delays (other than normal traffic delays) will occur. The monthly report will include a section detailing route delays not included in the counts for the performance rate of 95%. However, the Vendor must be able to demonstrate a communication plan for such occurrences to maintain a minimum number of delays not counted.

- 5.11.1** Any complaint directed to the District and/or Vendor must be responded to within a seventy-two (72) hour time frame. The resolution must be written and presented to the District via email with all parties listed and involved.
- 5.11.2** The District expects complaints (gathered from all sources)



performance to be measured as a percentage based on total miles (excluding non- district charter miles) and shall provide monthly reports, quarterly reports, and annual reports to the District.

5.11.3 The Vendor will be responsible for completing all transportation state reports on the behalf of the District. Copies of the reports and all supporting documents will be provided to the District in digital format.

5.12 Term of Contract

The District is seeking a five (3) year contract beginning on August 1, 2024, and ending on July 31, 2028. The contract may be extended for one (1) additional three (3) year term.

5.13 Number of School Days

The District school calendar will be provided to the selected Vendor. In an event the District does not require students to attend all days included on the calendar, the District will not be charged for days students are not in school.

5.14 Safety

The selected Vendor shall provide monthly reports, quarterly reports, and annual reports to the District detailing:

- Number of minor crashes per 100,000 miles. A minor crash is defined as physical contact with a school bus to another vehicle or any object, no police report was filed, and medical treatment was not required.
- Number of crashes per 100,000 miles. A crash is defined as an event that caused over \$1,000 in property damage or was severe enough to cause someone to seek medical attention.
- Injury Report of injuries not listed in the crash report.
- The Vendor is required to supply digital day/night video cameras for all route buses at contractor expense and the contractor is to maintain the video cameras in working order at the contractor's expense.

The District reserves the right to outline specific crash and injury notification processes and reporting procedures to the Vendor, not listed in this CSP.

6.0 PROPOSAL FORMAT AND CONTENT

The proposer shall provide the following information in the sequence and format prescribed. 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 Proposal will be borne by the proposing firm. This request does not constitute an offer of employment or contract for services.

Section 1: Implementation Plan



Respondent shall detail their implementation plan and specific timelines to be followed, including a transition plan if selected Proposer is different than the current provider.

Section 2: Experience in School Transportation

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: Staffing Plan

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. 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 local compound(s) 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: Maintenance Program

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: Driver Hiring and Retention Program

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 the ongoing screening process.

Section 6: Driver Safety and Training Program

Respondent shall provide an overall description of its training process and driver education program.

Section 7: Student Safety Program

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. Additionally, the respondent shall include a recommendation and cost information for a Student Tracking System to be included. Respondent shall further provide documentation on staff training related to handling student misconduct, professionalism, and appropriate behavior when picking up, dropping off, and transporting



students.

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: Mechanics Training and Certification Process

Respondent shall describe its mechanic training and certification process.

Section 10: Customer Feedback

Respondent shall provide a description of its formal customer feedback system, provide sample tools used to gather data, and describe how results were shared with customers and used to improve service.

Section 11: Plan for Substitute Buses and Relief Drivers

Respondent shall address the provision for substitute buses and drivers needed for performance under the terms of this contract.

Section 12: Presentation to Constituents

Respondent shall outline in detail the procedure that it would use for presenting its proposal to the District's constituents.

Section 13: Customer Service Philosophy

Please describe the importance of customer service, and how that relationship is fostered with the school district.

Section 14: McKinney-Vento Students

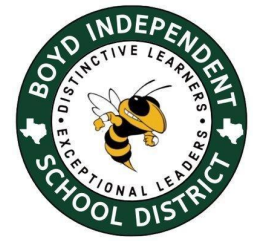
Federal and state laws protect the rights of homeless children and youth to receive free and appropriate public education. Homeless students must be given the opportunity to meet the same academic achievement standards all students are expected to meet. The McKinney-Vento Act and the Texas Education 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: Student Transportation Software for Routing, Tracking, and Communication

Please name and provide a general description of the student transportation software and applications to be used for student transportation, en route



tracking, route building, fieldtrip scheduling, and fleet management. En route application must enable parents to track the en route status of buses being used for their children.

In addition to a student transportation software and application, Proposer shall 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.). Method will have 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 carry 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: References

Respondent shall supply a list of five references describing their experience in transporting all school age children, including 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 District.

Section 17: Site Evaluation

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 Proposer agrees to make selected facilities and facility's personnel available to District evaluation upon reasonable notice.

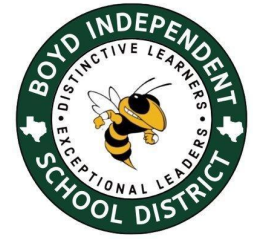
Section 18: Cost Proposal

Respondent must provide a fixed cost proposal for the services requested. Use the format provided in section 8.0 Cost Proposal for cost proposal.

Although cost is an important consideration, proposals will also be evaluated in terms of the quality of the respondent's proposal relative to the other criteria listed here.

Section 19: All other documents which include:

- a. 3 years of financial statements
- b. Description of buses (Bus Inventory Excel Sheet)
- c. Proof of Workers Compensation Coverage
- d. Evidence of Current Insurance of Insurability if Selected.
- e. Proposed Contract Document
- f. Bid Security
- g. Affidavit of Non-Collusion
- h. Certification Regarding Debarment and Suspension
- i. Felony Conviction Notice



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- j. Conflict of Interest Questionnaire
 - k. W-9 Form
 - l. State and Federal Certifications

7.0 PROPOSAL EVALUATION

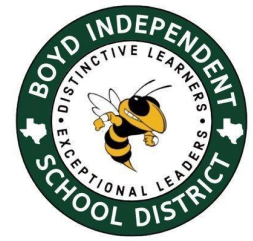
- 7.1** In evaluating bids/CSPs submitted and per the Texas Education Code 44.031(b), the following shall be considered to determine the best value for the District.

- 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 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.
- 8. if applicable to this bid/CSP: 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
- 9. any other relevant factor listed in the request for bids or proposals.

- 7.2** A Student Transportation Selection Committee has been established to review all proposals. The Student Transportation Selection Committee will utilize a point structure in the evaluation of the Proposal(s). Included in this evaluation is a weighted total for each section. The highest rated Proposers may be invited by Boyd ISD to make an oral presentation to the Student Transportation Selection Committee and/or receive a site visit(s). The site evaluation will be made to confirm information contained in the response and any deviation from exemplary operations may impact the final ranking. Any information obtained during a site visit will be included as an attachment to the ranking criteria. The Boyd ISD Designee(s) will then negotiate a proposed contract with the most qualified Proposer. If a satisfactory proposed contract cannot be negotiated with the most qualified Proposer, negotiations will be formally terminated. Negotiations shall then be undertaken with the next most qualified Proposer and so on until a contract agreement is reached or all proposals are rejected. If the school board elects to pursue a contract with a Proposer, the contract will be awarded at a Board meeting.

7.3 Evaluation Criteria and Weights

In order to receive point credit for any criterion listed below, proposals must include evidence that the specific requirement has been met. This evidence may take the form of written documentation, or any other form required by the



CSP. The quality and completeness of those submittals will be judged by the evaluation committee to determine the appropriate score to be awarded.

CRITERIA		WEIGHT
Section 1	Implementation Plan	15 points
Section 2	Experience in School Transportation	15 points
Section 3	Staffing Plan	15 points
Section 4	Maintenance Program	15 points
Section 5	Driver Hiring and Retention Program	15 points
Section 6	Driver Safety and Training Program	15 points
Section 7	Student Safety Program	15 points
Section 8	List of Bus Driver Qualifications	10 points
Section 9	Mechanics Training and Certification Process	10 points
Section 10	Customer Feedback	5 points
Section 11	Plan for Substitute Buses and Relief Drivers	10 points
Section s 12-14	Presentation to Constituents, Customer Service, McKinney-Vento	15 points
Section 15	Parent Communication Tool & Bus Tracking apps	20 points
Section 16	References and Past Performance	25 points
Section 17	Site Evaluation	5 points
Section 18	Cost Proposal	80 points
Section 19	All Other Documents	15 points
Total Score		Max 300 points



8.0 COST PROPOSAL

Each Proposer is required to complete the following form to provide the District with the most realistic projection of their expected annual cost. Each cost category of service provided should be clearly annotated, allowing the District to easily determine the specific level of service being proposed. If the Proposer is quoting services or other items not specifically included in this specification, the expected billing calculation for each item should be clearly detailed on the tabulation form.

Proposed prices shall be submitted based on a Daily Rate that includes the first 4 hours of service each day. Please provide daily staffing levels in the daily rate proposal. Base rate will be calculated based on total driving time lot-to-lot including dead head and live hours. This form may not be altered. 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 Contractor to add and delete buses to or from service at the rates specified below subject to any price escalation clause included in the attached Transportation Service Agreement.

Regular and Special Education Home-to-School Transportation Normal District School Year

BASED ON FOUR (4) HOURS			
Bus Capacity	Unit	Daily Rate	Yearly Rate
72 Passenger AM & PM	10 (# of current runs)	\$	\$
Regular Mid-day Routes	0	\$	\$
Regular Late Activity Runs	0	\$	\$
Special Education	3	\$	\$

Regular and Special Education Home-to-School Transportation Extended District School Year

BASED ON FOUR (4) HOURS		
Bus Capacity	Daily Rate	Hourly Rate
20 and smaller	\$	\$
21 – 47 passengers	\$	\$
48 – 77 passengers	\$	\$
78 and larger	\$	\$



The District requires the Proposer to submit rates for the performance of Extended Year and/or Summer School programs without regard to the current status of these programs in the District. The rates submitted here shall apply to all transportation services provided after the conclusion of the District's normal school year.

In addition to home-to-school transportation, the District expects the Vendor 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 Vendor 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**

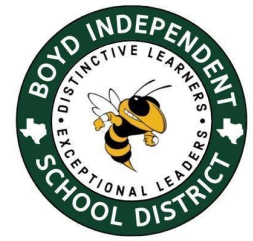
	Hourly Rate	Mileage Rate	Minimum Call-out Charge
All Bus Capacities	\$	\$	\$

Bus Monitors and Bus Aides: The District may require the use of bus monitors and/or bus aides in the performance of this contract. If monitors or aides are required, the District shall compensate the Vendor an hourly rate which will be set during contract negotiations. Billable time is to be based on total driving time, including layover time. Monitors or aides working in excess of 40 hours in one week shall be billed at one-and-one-half times the hourly rate stated. Bus aides will need to identify all duties allowed and not allowed.

Maintenance on District Non-Student Transportation: The District may require the Vendor to provide maintenance on District Non-Student Transportation Fleet. The District shall compensate the Contractor an hourly rate which will be set during contract negotiations plus a parts reimbursement of cost + 10%.

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, and layover time. For driver's time in excess of 40 hours per week, the charge will be one-and-one-half time the hourly rate stated above.

Boyd Independent School District
Summer Mathis – Chief Financial Officer
600 Knox Ave. Boyd, Texas 76023
940-433-2327 ext. 5030
Smathis@boydisd.net



THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE NOTICE TO PROPOSERS, INFORMATION FOR PROPOSERS, AGREEMENT FOR FURNISHING STUDENT TRANSPORTATION SERVICES, AND ALL OTHER PARTS OF THE PROPOSAL PACKAGE.

A BID BOND OR CASHIERS CHECK IN THE AMOUNT OF 5 PERCENT (5%) OF THE ANNUAL HOME-TO-SCHOOL BASE COST IS ENCLOSED WITH THIS COST PROPOSAL AS SECURITY.

Each of these costs should be calculated from your prices above.

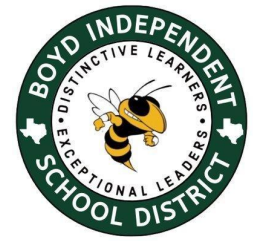
Company Name

Signature of Authorized Agent

9.0 INSURANCE COVERAGE

The Vendor will be required, at their own expense, to secure and furnish to the District the following Certificates of Insurance and shall maintain same throughout the contract. The Certificates of Insurance shall name the Boyd Independent School District as Certificate Holder; the District will be named additional insured on General Liability and Automobile Liability Certificates. Certificates should be mailed to: Boyd ISD. The selected Contractor will be required to supply the insurance certificate(s) prior to the start of the contract.

Boyd Independent School District
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PROPOSAL ACKNOWLEDGEMENT

The undersigned, in submitting this Bid/Proposal and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/Proposal; that he/she will abide by all the policies and procedures of Boyd ISD; that any and all exceptions to the terms and conditions of this bid have been noted in writing; and that he/she has read this entire Bid/Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this Bid/Proposal.

RETURN THIS DOCUMENT IN SEALED BID PACKAGE

Date: _____

Signed: _____

Print Name: _____

Company Name: _____

Remit to Address: _____

City/State Zip: _____

Telephone Number: _____

Contact- Email _____

—



FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 9, Section 44.034 of Texas Education Code, 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 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.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code §22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner's property or other location where students are regularly present. Owner shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school.
2. Any sex offense.
3. Any crimes against persons involving:
 - i. Controlled substances; or
 - ii. Property; or
4. Any other offense the District believes might compromise the safety of students, Staff or property.

Please complete the information below:

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on LISD campuses have 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 or type): _____

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

Signature of Company Official: _____ Date: _____

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 applicable.

Signature of Company Official: _____ Date: _____

RETURN THIS FORM WITH BID RESPONSE

RETURN THIS FORM WITH BID RESPONSE

Boyd Independent School District
Summer Mathis – Chief Financial Officer
600 Knox Ave. Boyd, Texas 76023
940-433-2327 ext. 5030
Smathis@boydisd.net



BOYD INDEPENDENT SCHOOL DISTRICT

AFFIDAVIT OF NON-COLLUSION

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

- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any other competitor.
- b. This bid or proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other bidder, competitor prior to the opening of bids or proposals for this project.
- c. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not submit a bid or proposal.
- d. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing on his behalf.

Company Name _____

Printed Name: _____

Authorized Signature: _____

Title: _____

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned certifies on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

The undersigned agrees to notify the District in the event that the company or any of its key employees are proposed for debarment, debarred or suspended by any Federal Agency or by any State of Texas agency. Notification shall take place within five (5) business days after the company or employee is notified of either debarment or suspension or possible debarment or suspension. Notification shall be sent to Summer Mathis Chief Financial Officer, Boyd Independent School District.

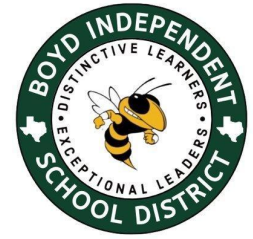
I attest that I have answered the questions regarding debarment and suspension truthfully and To the best of my knowledge.

Corporate Officer's Signature

Printed name

Title

RETURN THIS FORM WITH BID RESPONSE



VENDOR CERTIFICATIONS

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) vendor is not a sole proprietorship; (b) vendor has ten (10) or more full-time employees; and (c) this agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), vendor hereby certifies and verifies that vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the agreement. For purposes of this agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If a vendor is not a sole proprietorship, has ten (10) or more employees, and the value of vendor's contract has a value of \$100,000 or more, vendor certifies by submitting vendor's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with Boyd ISD, unless excepted from that law.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Vendor is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the vendor for product warranty and support purposes. Vendor, certifies that neither it nor its parent company nor any affiliate of vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The vendor verifies and certifies that vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

_____ Initials of Authorized Representative of Vendor, if applicable



CERTIFICATION REGARDING ISRAEL BOYCOTT

If vendor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit, has ten (10) or more full-time employees, and the value of the contract with Owner is \$100,000 or more, pursuant to Texas Government Code Ann. Chapter 2271, as amended, vendor certifies to Boyd ISD, by submitting a bid or proposal or signing a contract with Boyd ISD, that the vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Pursuant to Texas Government Code Ann.. Chapter 2252, vendor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If vendor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CONTRACTING WITH ABORTION PROVIDERS

Pursuant to Texas Government Code Chapter 2272, Boyd ISD is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by Boyd ISD is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a bid or contracting with Boyd ISD, you are certifying to Boyd ISD that you do not have such an affiliation or contractual relationship.

_____ Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING FELONY CONVICTION

Texas Education Code, 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 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. A vendor is responsible for the performance of the persons, employees and/or subcontractors. Vendor assigns to provide services for Boyd ISD pursuant to this proposal on any and all Boyd ISD campus or facilities. Vendor will not assign individuals to provide services at a Boyd ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Boyd ISD Purchasing Department. Please select the statement that applies to your company regarding the Felony Conviction Notification

___ Publicly held corporation N/A

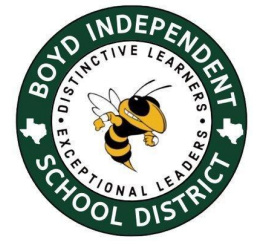
___ No, my firm is not owned nor operated by anyone who has been convicted of a felony.

___ Yes, my firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If your firm is owned or operated by a convicted felon, please list the name of the felon and the details of the conviction. If not applicable, please enter N/A (not applicable).

_____ Initials of Authorized Representative of Vendor, if applicable

Boyd Independent School District
Summer Mathis – Chief Financial Officer
600 Knox Ave. Boyd, Texas 76023
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Smathis@boydisd.net



CERTIFICATION REGARDING SB 9 CRIMINAL BACKGROUND CHECKS

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. Under statute SB 9, a contractor is required to conduct a criminal history review of an employee only when the following criteria has been met: 1) The employer has contracted with the district to provide services. 2) The particular employee will have continuing duties relating to the contract with the district. 3) The particular employee will have contact with students.

To obtain more information regarding SB 9 procedures, visit the [Human Resources Contract/ Vendor](#) page.

_____ **Initials of Authorized Representative of Vendor, if applicable**

Name of Company

Name of Company Representative (Print)

Signature of Company Representative



2 CFR SECTION 200 REQUIRED PROVISIONS ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when Boyd ISD (the District) expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

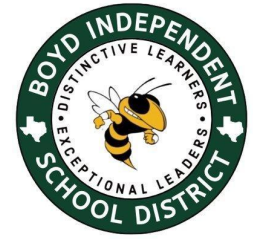
APPENDIX II TO 2 CFR PART 200

(A) *[Applicable ONLY to contracts in excess of \$250,000.]* **Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when the District expends federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) *[Applicable ONLY to contracts in excess of \$10,000.]* **Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement.**

Pursuant to Federal Rule (B) above, when the District expends federal funds, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if the District believes, in its sole discretion, that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.



(C) *[Applicable ONLY to federally assisted construction contracts.]* **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) *[Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project]* 3.

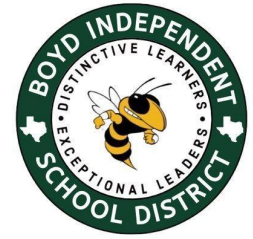
[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when the District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

(E) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 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 awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(F) *[Applicable ONLY to contracts in excess of \$250,000.]* **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as



amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(H) *[Applicable ONLY to contracts in excess of \$100,000]* Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.



- (I) **Procurement of Recovered Materials** – When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

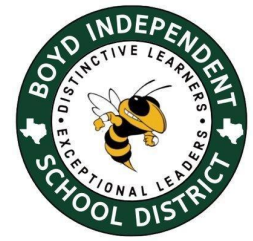
- (J) **Domestic Preferences for Procurements** – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- (K) **Ban on Foreign Telecommunications** – Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as

defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.



RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

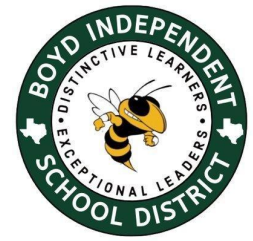
CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for

Boyd Independent School District
Summer Mathis – Chief Financial Officer
600 Knox Ave. Boyd, Texas 76023
940-433-2327 ext. 5030
Smathis@boydisd.net



the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____



BOYD ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, and submitted with proposal to Boyd ISD).

Boyd ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 applies to a contract of Boyd ISD that (1) requires an action or vote by the Boyd ISD Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov’t Code Chapter 305. If applicable, the business entity must submit a Disclosure of Interested Parties (Form 1295) to Boyd ISD at the time business entity submits the signed contract/proposal. The Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom Boyd ISD contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(1).

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TX. GOV’T CODE § 2252.908(3).

“Controlling interest” means:

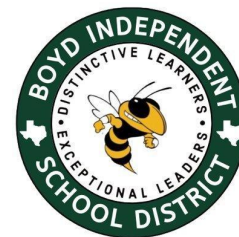
- a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent.
- b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members:
or
- c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries. TEX. ETHICS COMM. RULE 46.3(c).

“Intermediary” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

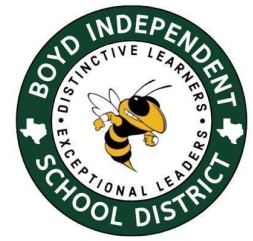
- a) receives compensation from the business entity for the person’s participation.
- b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” vendors must electronically complete, print, sign, and submit

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Form 1295 with their proposals even if no interested parties exist.



Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. Form 1295 must be signed by an authorized agent of the business entity.

The completed Form 1295 with the certification of filing must be filed with Boyd ISD by attaching the completed form to the vendor's proposal. Boyd ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the contract is approved by Boyd ISD. After Boyd ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from Boyd ISD.

PROPOSAL CHECKLIST

To help ensure that you include all the materials necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the "Verified" column indicating that the item is included in your bid proposal packet.

Verified	Description of Item
☐	Submittals 1-19
☐	Worker's Compensation Certificate
☐	Insurance Certificate
☐	Proposed Modifications to the Agreement
☐	Contract Document
☐	Proposal Acknowledgement
☐	3 Years of Financial Statements
☐	Bus Inventory List (Excel Sheet List)
☐	Bidder's Certification
☐	Bid Security
☐	HB 1295
☐	Affidavit of Non-Collusion
☐	Certification Regarding Debarment and Suspension
☐	Felony Conviction Notice/Criminal History
☐	State and Federal Vendor Certifications