

# South Dallas County Transportation Cooperative

## **I. REQUEST FOR COMPETITIVE SEALED PROPOSALS RFCSP No. 2018.03.27 STUDENT TRANSPORTATION SERVICES**

Three school districts in Dallas County; Cedar Hill, DeSoto, and Lancaster Independent School Districts (“Member Districts”) have formed, through an inter-local agreement, the South Dallas County Transportation Cooperative (“SDCTC”), to solicit competitive sealed proposals from qualified contractors to provide the management expertise, the necessary regular and standby drivers, vehicle maintenance, driver training and safety personnel to operate the student transportation services operation for the three districts in the South Dallas County Transportation Cooperative. This RFCSP process is being conducted in accordance with TEC §44.031 and Board Policy (CH) Local. Proposals should be submitted in a sealed envelope and marked in the lower left corner of the envelope as follows:

Student Transportation Services  
RFCSP No. 2018.03.27  
Deadline: March 27, 2018 – 2:00 p.m. CST

### **MANDATORY PRE-PROSAL MEETING WEDNESDAY, MARCH 7, 2018 9:00 A.M. (CST) LANCASTER ISD BOARD ROOM 422 S. CENTRE AVENUE LANCASTER, TX 75146**

Please submit three (3) originals and six (6) copies of your proposal along with the pdf version. Please be sure originals and copies are labeled accordingly.

Proposals will be received at:

Lancaster Independent School District  
Marcy Moran, Executive Director for Finance and Purchasing  
422 S. Centre Avenue  
Lancaster, TX 75146

Proposals will be received until Tuesday, March 27, 2018 at 2:00 p.m. (CST). Upon arrival of the specified deadline, all qualifying proposals will be publicly opened and monetary amounts will be read aloud in the Lancaster ISD Board Room, located in the District’s Administration Building at 422 S. Centre Avenue, Lancaster, Texas 75146. Bidders are invited to attend the RFCSP opening. South Dallas County Transportation Cooperative reserves the right to postpone the submittal deadline for receipt of proposals through an addendum. Faxed proposal or other means of electronic transmissions will not be accepted for consideration. Only proposals submitted in a sealed envelope with original signatures will be accepted and evaluated. Vendors must submit sealed proposals in the form of the executed Offer Form and Price Offer Sheets together with any material required by this RFCSP by the time and date specified. All proposals must remain open for ninety (90) days from the opening date pending acceptance by South Dallas County Transportation Cooperative.

Contact: Marcy Moran, Executive Director for Finance and Purchasing  
Lancaster ISD  
422 S. Centre Avenue  
Lancaster, Texas 75146

Proposal documents may be viewed and printed by accessing:

[www.lancasterisd.org](http://www.lancasterisd.org). Click the Departments link, click Purchasing. Then click Current Bid/RFP Documents from the menu on the right; then click Student Transportation Services. Any addendums that are issued will also be posted on this website. Download, print, complete and return with your bid the W-9 Form, which is also located on the Purchasing web page under Forms and Documents. If you encounter problems accessing this web site, please contact Marcy Moran (972) 218-1416.

**II. GENERAL/STANDARD INSTRUCTIONS TO BIDDERS  
STUDENT TRANSPORTATION SERVICES  
RFCSP No. 2018.03.27**

- 1.1. **GENERAL:** The following instructions by the South Dallas County Transportation Cooperative are intended to afford all interested Bidders an equal opportunity to participate in the contract.
- 1.2. **SUBMISSION OF BIDS:** Each Bid must be submitted on the Bid forms provided and must be received no later than the date and time specified in the Invitation to Bid. All bids received after the deadline cannot and will not be accepted or given consideration. It shall be the sole responsibility of the bidder to ensure that his/her bid is received at the appropriate destination by the advertised deadline. To be considered as eligible to submit a bid, a Bidder shall have complied with all legal requirements to permit him/her to operate under applicable laws of the State in which the work is to be executed. No Fax or Electronic transmissions will be accepted for consideration. Failure to submit the bid on the provided forms may cause the bid to be considered non-responsive and not be considered.
- 1.3. The terms bidder, contractor, proposer, and/or vendor refer to the person/firm that submits the offer to these solicitation documents. The terms SDCTC, owner, member districts, and/or government entity refer to South Dallas County Transportation Cooperative.
- 2.0 **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the bid opening has taken place, except for mutual consent of Owner and Bidder, and except that Bids may be withdrawn upon written request received from the bidder prior to the time established for receipt of bids.
- 3.0 **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a proposal, all bidders shall examine the complete contract documents, including the Invitation to Bid, Standard Instructions to Bidders, Special Conditions/Instructions, Contract Specifications, Bidder's Certification, and the Bid Response Form and Required Forms, all of which are part of the Bid documents and any resulting contract.
- 4.0 **ADDENDA:** Answers to all questions, inquiries, and requests for additional information will be issued in the form of Addenda. No verbal responses to questions will be provided by South Dallas County Transportation Cooperative members. Copies of each addendum will be posted on the district's purchasing web site. It shall be the Bidder's responsibility to check the web site for any addenda that may have been issued. Also, prospective Bidders may, during the Bid period, be advised by addenda of additions, deletions from or changes in the requirements of the contract documents. The owner will not be responsible for the authenticity or correctness of oral interpretations of the contract documents or for information obtained in any other manner than through the media of addenda. Receipt of each addendum shall be considered a part of the contract documents. Failure to acknowledge receipt of addenda issued may invalidate a Bid as incomplete.  
  
**Any questions relating to this bid should be emailed to the purchasing department no later than March 19, 2018 at [purchasing@lancasterisd.org](mailto:purchasing@lancasterisd.org). This is to allow sufficient time to respond to inquiries and provide information to all interested Bidders by Addenda.**
- 5.0 **TAXATION:** The member districts are exempt under the Sales Tax and Use Tax Laws, and the Bidder shall not include such taxes.

- 6.0 RESERVATIONS AND ANNULMENTS: The Member Districts reserve the right to reject any and/or all bids and to waive any and/or all formalities in the best interests of the Owner.
- 7.0 SIGNATURE ON BIDS: For the bid to be valid, it must be manually signed in blue or black ink in the blank provided on the Bidder's Certification form by the person authorized to provide the signature. By providing such a signature, the Bidder agrees to strictly abide by the terms, conditions, and specifications, embodied in this Invitation to Bid. Failure to provide the required signature shall disqualify the bid. Bids signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to South Dallas County Transportation Cooperative.
- 8.0 CONSIDERATION OF BIDS: Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received by the deadline will be publicly opened and read aloud. Bidders are invited to attend the Bid opening.
- 9.0 QUALIFICATION OF BIDDERS: The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the South Dallas County Transportation Cooperative that such Bidder is not properly qualified to carry out the obligations of the contract and to deliver the items contemplated herein. Conditional bids will not be accepted.
- 10.0 QUALIFYING BIDS: Any special conditions or qualifications concerning price, delivery, etc. of items bid must be noted on the bid forms by the bidder. If a minimum shipment is required on any item, please state the minimum in the Bid.
- 11.0 AWARD OF CONTRACT: The contract will be awarded to the lowest and/or best-qualified responsible Bidder or to the Bidder offering the best value to the Member Districts.
- 11.1 In awarding a contract, the Member Districts shall consider the following factors in awarding the contract:
- The purchase price;
  - The reputation of the vendor and of the vendor's goods or services;
  - The quality of the vendor's goods or services;
  - The extent to which the goods or services meet the Member Districts' needs;
  - The vendor's past relationship with the Member Districts;
  - The impact on the ability of the Member Districts to comply with laws relating to historically underutilized businesses;
  - The total long-term cost to the Member Districts to acquire the vendor's goods or services;
  - For a contract for 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
  - Any other relevant factor specifically listed in this request for bids.
- Acceptable factors for determination of best value may include experience; skill; ability; business judgment; financial stability; integrity; honesty; possession of the necessary facilities; equipment and/or bonding; previous performance; reputation; promptness; and estimated time of completion.
- 12.0 CONTRACT PERIOD: Unless otherwise specified, this contract shall be valid from July 1, 2018 until June 30, 2019 with the South Dallas County Transportation Cooperative reserving the right to renew the contract for four (4) additional one-year terms for a total contract time of five years (60 months).
- 13.0 TIME OF DELIVERY AND DELIVERY CHARGES: The date of the beginning and the time of delivery of the Student Transportation Services are essential conditions of the Contract Documents and the delivery embraced shall be commenced as specified.

The successful vendor will proceed with the delivery at such rate of progress to ensure full delivery within the Contract time. It is expressly understood and agreed by and between the successful vendor(s) and the South Dallas County Transportation Cooperative that the Contract time for the delivery of the equipment is a reasonable time. All items are to be bid and shipped F.O.B. Destination.

- 14.0 QUANTITIES: Any quantities shown on the Bid Response form are estimated based on projected use and need. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid for at the quoted bid price. It is further understood that the supplier shall not have any claim against the South Dallas County Transportation Cooperative for quantities less than the estimated amount.
- 15.0 ESTIMATED USAGE FIGURES APPEARING ON BID SPECIFICATIONS: The estimated usage figures which appear in the bid specifications are only estimated for the school term. Those estimates shall in no way obligate the Owner to purchase those quantities.
- 16.0 BID ERRORS: All Bids shall be deemed final, conclusive, and irrevocable, and no Bid shall be subject to correction or amended for errors or miscalculations by the Bidder after the Bid opening date and time.
- 17.0 COMPLIANCE WITH SPECIFICATIONS AND RIGHT OF SELECTION: The Bidder shall abide by and comply with the true intent of the Bid specifications and not take advantage of any unintentional error or omission.
- 18.0 DEVIATION FROM SPECIFICATIONS: All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the Owner to the specifications as written. Any deviations from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material or item when delivered.
- 19.0 CANCELLATION/OPEN MARKET PURCHASE: The South Dallas County Transportation Cooperative reserves the right to cancel the entire contract immediately and/or purchase in the open market at the current price in the event an item(s) is not delivered according to specification and/or the awarded contract price.
- 20.0 DELAYS AND DEFAULTS: In case of default of three (3) delivery orders during the term of the contract, the Owner reserves the right to terminate the contract, to purchase equal in the open market, suspend future business with the vendor and take any remedy as set forth in this solicitation/contract or any other remedy at law or in equity to South Dallas County Transportation Cooperative.
- 21.0 EEO CLAUSE: Contracts over \$10,000 shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60).
- "No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief."
- 22.0 TERMINATION OF CONTRACT: In the event of vendor insolvency, bankruptcy or consolidation with another company, the South Dallas County Transportation Cooperative will rule on the termination of the contract in compliance with Federal and State laws. Failure to adhere to specifications or to provide timely delivery will result in the removal of the bidder from the list of qualified bidders.
- 23.0 CRIMINAL HISTORY RECORDS: In accordance with Education Code §22.083, Access to Criminal History Records by Local Authorities, (a) the member districts may obtain from any law enforcement agency all criminal history record information that relates to a person (b) (2) an employee of or applicant for employment by a person that contracts with the member districts....if (B) the duties are or will be performed on school property or at another location where students are regularly present.

24.0 WAIVERS: The Bidder shall defend, indemnify, and hold harmless the South Dallas County Transportation Cooperative, all of its officers, agents, and employees from and against all claims, actions, suits demands, proceedings costs, damages, loss, and liabilities, arising out of, connected with, or resulting from any acts of omissions of bidder or any agent, employee, or supplier of Bidder in the execution of or performance of this contract.

25.0 By submitting a proposal, each Bidder agrees to waive any claim it has or may have against the owner and its respective employees arising out of or in connection with the administration, evaluation, or recommendation of any bid: waiver of any requirements under the bid documents, or the contract documents, acceptance or rejection of any bids; and award of the contract.

26.0 REPRESENTATIONS: By execution and submission of this bid, the bidder hereby represents and warrants to owner as follows:

“The bidder has read and understands the bid documents and this bid is made in accordance herewith.”

**III. SPECIAL CONDITIONS/INSTRUCTIONS TO BIDDERS**  
**STUDENT TRANSPORTATION SERVICES**  
**RFCSP No. 2018.03.27**

- 1.0 SCOPE OF PROPOSAL. It is the intent of the South Dallas County Transportation Cooperative to enter into a contract with a qualified contractor to provide the management expertise, the necessary regular and standby drivers, vehicle maintenance and driver training and safety personnel to operate the District's student transportation operation.
- 1.1 This is a service contract that will be awarded to one vendor determined to be the best value to the South Dallas County Transportation Cooperative.
- 2.0 CONDITIONS OF THE AGREEMENT. The conditions of the agreement consist of the following components:
- Request for Competitive Sealed Proposals
  - General Instructions to Bidders
  - General Conditions
  - Specifications
  - Price Offer Sheets
  - Workers' Compensation Certificate
  - Evidence of Insurance or Insurability
  - Any Issued Addenda
  - Transportation Data
  - Forms Required to be Returned
- 3.0 PROPOSAL SUBMITTAL. A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) and/or services specified in the solicitation.
- 4.0 RESERVATION OF RIGHTS. South Dallas County Transportation Cooperative expressly reserves the right to:
- (a) Reject or cancel any or all proposals;
  - (b) Waive any defect, irregularity or informality in any proposal or RFCSP procedure;
  - (c) Waive as informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
  - (d) Reissue a RFCSP;
  - (e) Consider and accept an alternate proposal as provided herein when most advantageous to South Dallas County Transportation Cooperative;
  - (f) South Dallas County Transportation Cooperative has the right to cancel the contract with a thirty (30) day written notice, without prejudice for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
  - (g) Procure any item or services by other means to meet time sensitive requirements.
- 5.0 EVALUATION. It is not the policy of South Dallas County Transportation Cooperative to purchase on the basis of lowest price alone. All qualifying proposals will be reviewed by the selection committee using but not limiting themselves to the criteria listed below and the most qualified Bidders will be interviewed. Final evaluation of the responsive proposals will be based on the Texas Education Code subchapter 44.031 (b). The committee will consist of, but not be limited to:

One finance representative of each district  
One operations representative of each district  
One purchasing representative of each district (non-voting member).

Evaluation Scoring Criteria

<b>RFCSP No. 2018.03.27</b>				
<b>Student Transportation Services- Evaluation Scoring Form</b>				
<b>Evaluation and Selection Criteria</b>			<b>Value</b>	<b>Score</b>
<b>Cost Section</b>			<b>40 points</b>	
<b>1</b>	<b>The Purchase Price;</b>		30 pts.	
<b>2</b>	<b>The long-term cost to the district to acquire the vendor's services;</b>		10 pts.	
	a)	Cost for annual services if multi-year program is proposed.		
<b>Qualification Section</b>			<b>40 points</b>	
<b>3</b>	<b>The reputation of the vendor and of the vendor's goods or services;</b>			
	a)	The vendor's demonstrated competence and experience with similar type services for districts similar to member districts and/or other public entities.	10 pts.	
<b>4</b>	<b>The quality of the vendor's goods or services;</b>			
	a)	The soundness of the vendor's approach to providing the services and implementation of the services	10 pts.	
	b)	The qualifications and experience of the personnel proposed to provide the services under this process/contract.	10 pts.	
<b>5</b>	<b>The extent to which the goods or services meet the member district's needs;</b>			
	a)	The vendor's knowledge of current procedures and methods related to the scope of this project.	10 pts.	
<b>References</b>			<b>20 points</b>	
<b>6</b>	<b>The vendor's past relationship with other educational institutions</b>			
	a)	The quality of references from past customers of vendor.	15 pts.	
<b>7</b>	<b>Any other relevant factor specifically listed in this request for proposals.</b>			
	a)	Ability to comply with Senate Bill 9 regulations for criminal background checks and fingerprinting requirements.	5 pts.	
		<b>Total</b>	<b>100 pts.</b>	
Evaluator:				
Signature:			Date:	

- 6.0 AWARD OF CONTRACT. The contract will be awarded to the lowest and/or best qualified responsible Bidder offering the best value to the District. For the purpose of uniformity and compatibility, it is anticipated that this contract will be awarded on an all-or-none basis to one vendor.
- 6.1 Except as provided by this subchapter, in determining to whom to award a contract, the District shall consider the following:
- (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 member districts' needs;
  - (5) The vendor's past relationship with the member districts;
  - (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 member districts to acquire the vendor's goods or services;
  - (8) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
    - a. Has is principal place of business in this state; or
    - b. Employs at least 500 persons in this state; and
  - (9) Any other relevant factor specifically listed in this request for proposals.
- 6.2 South Dallas County Transportation Cooperative will generally award contracts based upon the offer of best value, price and other factors considered. It is not the practice of the member districts to award contracts on the basis of price alone.
- 6.3 Acceptable factors for determination of best value may include experience, skill, ability, business judgment, financial stability, integrity, honesty, possession of the necessary facilities, equipment and/or binding, previous performance, promptness, and estimated time of completion.
- 6.4 In the event identical proposals are submitted which are determined by South Dallas County Transportation Cooperative to be the offer of best value, usually one offer will be selected as the successful vendor. If only one of the Bidders submitting an identical proposal is a resident of Dallas County, that Bidder shall be selected. If two or more Bidders are residents of Dallas County, one shall be selected by the casting of lots. In all other cases, one of the identical offers shall be selected by the casting of lots.
- 7.0 ACCEPTANCE. The highest ranked proposal (apparent best proposal) will be selected and an agreement negotiated. The negotiated proposal/agreement will be submitted for approval. If a successful agreement cannot be negotiated, the next apparent best proposal will be selected, and an agreement will be negotiated with that Bidder. This process will be repeated until a suitable agreement is reached or all proposals are rejected.
- 8.0 TITLE AND RISK OF LOSS. The title and risk of loss of any goods required in connection with any work done for the district shall not pass to South Dallas County Transportation Cooperative until it actually received and takes possession of the goods at the point(s) of delivery, i.e. FOB Destination.
- 9.0 DELAYS AND DEFAULTS. In case of default of the vendor, South Dallas County Transportation Cooperative reserves the right to terminate the purchase order. In case of default of three (3) purchase orders, the district reserves the right to terminate the contract, remove them as an approved vendor and suspend future business with the vendor.
- 10.0 TERMINATION. South Dallas County Transportation Cooperative shall have the right to terminate for default all or any part of this contract if Contractor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right or termination is in addition to and not in lieu of any other remedies which South



Dallas County Transportation Cooperative may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. South Dallas County Transportation Cooperative may terminate the contract and debar the vendor for future “bidding” for violations of the federal requirements including, but not limited to, “Contract Work Hours and Safety Standards Act”, Equal Employment Opportunity Act”, and “Energy Policy and Conservation Act”.

10.1 South Dallas County Transportation Cooperative has the right to terminate this contract for convenience, without penalty, for non-appropriation of funds or non-availability of funds by delivery to the bidder of a “Notice of Termination” specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

11.0 ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned or any obligation delegated by Bidder without the written permission of South Dallas County Transportation Cooperative.

12.0 INSURANCE: The successful Bidder, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows. Successful Bidder may be required to provide a copy of insurance coverage to South Dallas County Transportation Cooperative. Insurance certificates may contain a provision or Bidder’s signature on this proposal certifies, that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior to written notice has been given to South Dallas County Transportation Cooperative. Insurance must remain in effect for the duration of this contract. In some cases, the member districts may be required to be named as an additional insured on the vendor’s insurance coverage. If the member districts are to be named as an additional insured on the vendor’s insurance coverage, this should be provided within ten (10) calendar days from the date of award. If the member districts require a certificate of insurance, the proposal number and title should be noted in the “Description of Operations/Locations/Vehicles/Special Items” block of the certificate and the “Certificate Holder” block of the certificate should read, “Lancaster ISD, Director of Purchasing, 422 S. Centre Avenue, Lancaster, TX 75146; DeSoto ISD, Director of Purchasing, 200 E. Belt Line Rd., DeSoto, TX 75115; or Cedar Hill ISD, Purchasing Coordinator, 285 Uptown Blvd., Building 300, Cedar Hill, TX 75104.” Additional insurance requirements may be required for construction and services projects and will be identified elsewhere in this document.

12.1 Workers’ Compensation: Successful Bidder must maintain workers’ compensation coverage for employees as required by all applicable Federal, State Maritime, and local laws including Employer’s liability with a limit of at least \$500,000.

12.2	Comprehensive General Liability	General Aggregate	\$1,000,000
		Products – Comp/or Agg	1,000,000
	Commercial General Liability	Personal & Adv. Injury	1,000,000
	Claims Made Occur.	Each Occurrence	1,000,000
	Owner’s Contractor’s Protection	Fire Damage (Any one fire)	50,000
		Med. Expense (Any one person)	5,000
12.3	Property Damage:	Aggregate	\$600,000
		Bodily Injury Each Person	300,000
		Each Accident	300,000
		Each Occurrence	100,000
12.4	Automobile Liability for:	Combined Single Limit	\$1,000,000
	Any Auto	Bodily Injury Each Person	100,000
	All Owned Autos	Bodily Injury Per Accident	300,000
	Hired Autos	Property Damage Aggregate	300,000
	Non-Owned Autos	Property Damage Each Occurrence	100,000
	Garage Liability	Aggregate	1,000,000

12.5 Umbrella form – Excess Liability \$1,000,000  
 State the limits that your company carries: \$ \_\_\_\_\_

12.6 Worker’s Compensation:

Statutory and Each Accident	\$500,000
Employer's Liability Disease – Policy Limit	500,000
Disease – Each Employee	500,000

- 12.7 The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to ensure that the sub-contractor(s) meets the insurance requirement limits as by law.
- 12.8 Should any of the above-described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, South Dallas County Transportation Cooperative.
- 12.9 The contractor shall agree to waive all right of subrogation against the South Dallas County Transportation Cooperative, its officials, employees and volunteers for losses from work performed by contractor for the District.
- 12.10 The contractor shall hold the District harmless from and indemnify it against all liability, including attorney's fees which may arise from and accrue directly from the performance of the work or any obligation of Contractor or failure of Contractor to perform any work or obligation provided for in this agreement.
- 12.11 The selected Bidder will be required to supply an insurance certificate naming member districts as an additional insured.
- 12.12 You are required to submit a certificate for the above insurance requirements with your proposal.

NOTE: 12.9, 12.10, and 12.11 shall be required of the successful Bidder.

- 13.0 WORKER'S COMPENSATION COVERAGE: A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement showing statutory workers' compensation insurance coverage for the entity's employees providing services under the terms of this contract is required for the duration of the contract. Duration of the contract includes the time from the beginning of the work until the contract has been terminated or has expired.
  - 13.1 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing student transportation services for the duration of the contract.
  - 13.2 The contractor must provide a certificate of coverage to the District prior to being awarded the contract.
  - 13.3 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the contract, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the District showing that coverage has been extended.
  - 13.4 The contractor shall retain all required certificates of coverage for the duration of the contract and for one year thereafter.
  - 13.5 The contractor shall notify the district in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any changes that materially affects the provision of coverage of any person providing services under the terms of the contract.
    - (a) Retain all required certificates of coverage on file for the duration of the contract and for one year thereafter;
    - (b) Notify the government entity in writing mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services.

13.6 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the member districts that all employees of the contractor who will provide services under the terms of the contract will be covered by workers' compensation coverage for the duration of the contract, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

13.7 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

14.0 **INDEMNIFICATION AND HOLD HARMLESS:** Except as otherwise expressly provided, Bidder shall defend, indemnify, and hold South Dallas County Transportation Cooperative harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Bidder, its agents or employees in the performance of its obligations under this contract.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the member districts and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from the performance of the work, provided that any such claim, damages, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss resulting there from (2) is caused in whole or part by any negligent act, default or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person.

15.0 **INTERPRETATION:** This writing is intended by the parties as final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used herein, and acceptance of a course of performance rendered under this RFCSP shall not be relevant to determine the meaning of this RFCSP even though the accepting party has knowledge of the performance and opportunity for objection.

16.0 **NOTIFICATION OF CRIMINAL RECORD:** At the time of offer submission, the person or entity submitting an offer must give 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 this conviction of a felony. This requirement does not apply to a publicly held corporation.

17.0 **SB 9 CONTRACTOR CERTIFICATION:** Texas Education Code § 22.083 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. Covered employees are all employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

18.0 **CONFLICT OF INTEREST QUESTIONNAIRE:** Effective January 1, 2006, any person or entity who contracts or seeks to contract with South Dallas County Transportation Cooperative for the sale or purchase of property, goods or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with South Dallas County Transportation Cooperative is responsible for complying with any applicable disclosure requirements.

19.0 **PROPRIETARY INFORMATION:** The member districts operate under a public information law, which permits access to most records and documents. Proprietary information in your response shall be identified and will be protected to the extent legally permissible.

- 20.0 **REPRESENTATIONS:** By execution and submission of this proposal, the Bidder hereby represents and warrants to the owner as follows: "The Bidder has read and understands the bid documents and the contract documents and this proposal is made in accordance herewith."
- 21.0 **PROPOSAL ERRORS.** All proposals shall be deemed final, conclusive, and irrevocable and no proposal shall be subject to correction or amended for errors or miscalculations by the Bidder after the proposal opening date and time.
- 22.0 **DEVIATION FROM SPECIFICATIONS.** All deviations from the specifications must be noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the proposal will hold the Bidder strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material or item when delivered.
- 23.0 **TERMS OF AGREEMENT:** This will be a one-year (12-month) agreement with the member districts reserving the right to renew the contract for four (4) additional one-year terms for a total contract time of five years (60 months).
- 24.0 **RESERVATIONS:** The South Dallas County Transportation Cooperative reserves the right to select the proposal it considers to be the most advantageous and economically feasible for the member districts.
- 25.0 **AUDIT:** The member districts reserves the right to audit the successful Bidder's books if this is determined to be necessary.
- 26.0 **LATE PROPOSALS:** The member districts are not responsible for the lateness of U.S. Mail, professional courier services (Fed Ex, UPS, etc.), or personal delivery. It is the sole responsibility of the Bidder to ensure that his/her proposal arrives at the specified location by the advertised submittal deadline. The official time is kept in the Lancaster ISD's Purchasing Office. There shall be no exceptions to this condition. If a proposal is declared to be late, the recorded time of arrival will not be negotiable, nor will it be discussed. To be considered to have arrived in time, the proposal has to be received by the reception desk located in the Administration Building no later than the specified submittal date and time.
- 27.0 **ETHICS:** The Bidder shall not offer gifts or anything of value nor enter into a business arrangement with any employee, official or agent of the member districts.
- 28.0 **PROHIBITION OF CONTACT:** Bidders are strictly prohibited from approaching members of the Board of Trustees or any other officer of the member districts in an attempt to gain an advantage in the award process after proposals have been opened and prior to award of the contract. The member districts by written notification to the Bidder may reject and/or disqualify an offer for violation of this condition.
- The member districts have implemented a "No Contact" procedure during the active proposal process. This means that from the date the proposal is issued until the date the proposal contract is awarded by the Board of Trustees, there shall be no contact by any vendor to any district employee (excluding the Executive Director for Finance and Purchasing of Lancaster ISD) or Board member in relation to this proposal, unless authorized in writing by the Executive Director for Finance and Purchasing of Lancaster ISD.
- 29.0 **W-9 BIDDER IDENTIFICATION NUMBER CERTIFICATE:** A W-9 Tax Identification Number Certificate shall be submitted with each proposal to expedite the payment process if awarded a contract.
- 30.0 **AMBIGUITY:** In case of ambiguity or lack of clarity, South Dallas County Transportation Cooperative reserves the right to consider the most advantageous thereof, or to reject the proposal.
- 31.0 **EXTRAS:** Any extras to be offered in conjunction with this proposal must be included with the proposal submittal. Any extras offered after the proposals have been opened will not be considered.

**IV. SPECIFICATIONS QUESTIONNAIRE  
STUDENT TRANSPORTATION SERVICES  
RFCSP No. 2018.03.27**

To the Contractor: Please complete this section and submit with your proposal.

The following questionnaire is a part of this proposal. The information provided herein will be used for evaluating the qualifications of the Contractor to perform the work and services to be done. The questionnaire must be filled out accurately and completely and submitted with the other parts of your proposal. Any errors, omissions or misrepresentation of the information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Competitive Sealed Proposals.

**I. MANAGEMENT FOR TRANSPORTATION SERVICES**

- A. South Dallas County Transportation Cooperative strongly believes that the manager position for South Dallas County Transportation Cooperative’s Student Transportation Services is critical to providing consistent and high quality transportation services. While South Dallas County Transportation Cooperative understands that you may not be able to name the specific individuals your firm will assign to this management position, South Dallas County Transportation Cooperative requests that you list no more than two candidates who may be assigned to manage South Dallas County Transportation Cooperative’s transportation services. If your firm is awarded this contract, you may assign either of the persons you have proposed to actually take that position under this contract, unless South Dallas County Transportation Cooperative has specifically rejected one or more of your proposed candidates. Please submit two sample resumes of candidates or current managers employed by your firm in this position, so as to provide South Dallas County Transportation Cooperative with an understanding of the qualities your management staff members possess.

For every individual you propose as a potential management staff member to be assigned to South Dallas County Transportation Cooperative transportation services management, please provide the following information on a separate page.

1. Name and proposed position the person may be selected to fill the manager’s position?
2. Tenure with your firm in years?
3. Experience in related positions within your firm or with other firms in years?
4. Current and two most recent previous positions, including the location (district) of the position, the position’s title, a description of responsibilities and authority including number of buses and/or drivers, and the dates between which the position was held.

- B. On a separate page, please provide a job description for each terminal management position you propose to assign to this contract.

- C. On a separate page, please provide the name(s) of those persons within your firm who would have immediate authority of the Manager you propose in Item A above, and those who may play an advisory role to the Manager, in the areas of (1) Operations, (2) Training and Personnel, (3) Safety and (4) Maintenance. Please provide the following information for each of these persons:

1. Name.
2. Location of staff member’s office.
3. Tenure with your firm in years.
4. Experience in related position within your firm or with other firms in years.

- D. Explain the training that is given to your Managers:
  - 1. How many hours?
  - 2. What type of training? List components covered?
- E. Does your firm have a manager's trainee program? If so, how many trainees are presently in the program? Explain in detail.

**II. DRIVER PERSONNEL**

State the number of regular bus drivers you now have employed in Texas:

School Districts \_\_\_\_\_ Other \_\_\_\_\_

In other states (if applicable):

School Districts \_\_\_\_\_ Other \_\_\_\_\_

- A. How/where does your firm recruit drivers?
- B. What methods do you use to screen and select drivers from among the applicants?
  - 1. What information do you use and how do you gather it?
  - 2. What criteria or standards do you use and for what reasons might you reject an applicant?
  - 3. Do you require all terminal employees to be drug tested?
- C. Do you check driver applicant references? \_\_\_\_\_ Yes \_\_\_\_\_ No
- D. Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.
- E. What percentage of driver applicants eventually begin your training program?  
\_\_\_\_\_ %
- F. What percentage of your drivers are hired directly as certified school bus drivers?  
\_\_\_\_\_ %
- G. Are the Department of Public Safety driving records of all of your applicant drivers evaluated during the selection process?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
- H. What is the current rate of annual turnover among drivers your firm employs? \_\_\_\_\_ %
- I. Do you have training programs as a part of your current operational procedures?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

In-service (continuing education and training for experienced school bus drivers):

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

J. Describe your current or proposed training program for driver applicants who have no experience driving school buses. Please describe the program components and content of your program. If available, please provide the outline or course of study.

1. How long is the program?
2. Number of hours in the classroom?
3. Number of hours behind the wheel?
4. Describe the components of the program and the number of hours devoted to each component.
5. Are other applicants paid while they receive training? \_\_\_\_\_ Yes \_\_\_\_\_ No
6. Do you evaluate applicants immediately before they are tested for certification?

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

7. What proportion of persons entering your program gain certification as a School Bus Driver within a specified period after entering the program? (You may specify the period, but it may not be longer than one year).

\_\_\_\_\_ % within \_\_\_\_\_ period.

K. Describe your in-service driver training and re-training program. Please include the field supervision components in this program on the content of training. If available, please provide the outline or course of study.

1. How many training sessions are offered each semester at your typical seminar? \_\_\_\_\_
2. Explain your procedures and requirements to train district employees that need to drive buses to transport students to extra-curricular events, such as ball games, drama events, special education activities, etc.
3. Are any independent reviews of training quality conducted on your training programs?

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

If so, please explain the reviews.

4. How do you identify those drivers for whom will be required?

L. If you currently have a driver training program, does the program include a section on transportation service for special education pupils? If available, please provide the outline or course of study.

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

M. Describe your current or proposed driver motivation and discipline programs. How do the programs take into account, if at all: Safety, Absences, Tardiness, On Time Route Performance, Unrestricted License, Tenure on the Job, and Complaints (those which can be verified and are deemed serious).

1. Do your motivation and discipline programs offer progressive rewards and penalties?

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

2. Can drivers participate in defining and developing standards, rewards and penalties?  
 Yes       No
3. What monetary rewards and penalties are offered?
4. What non-monetary rewards and penalties are offered?

**III. SAFETY PROGRAM AND ACTIVITIES**

- A. If you have established, continuing safety program, please describe the operation, contents and requirements of the program. Number of hours per year required per employee.
- B. How often do you conduct safety meetings?
- C. Describe any established safety organization activities in which your organization or its key personnel participate.
- D. What have been the School Bus Accident Rates for school buses operated by your firm in each of the three most recent Academic years? **Provide a description of how you define school bus accidents.**

	<u>School Bus Accidents</u> per million vehicle miles	<u>Motor Vehicle Accidents</u> per million vehicle miles
2016-17	_____	_____
2015-16	_____	_____
2014-15	_____	_____

**IV. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR**

- A. Do you have a format, scheduled preventive maintenance program for vehicle fleets which your firm manages?  
 Yes       No

Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.

- B. Do you require any daily regular written reports from your drivers on the condition of their vehicles?  
 Yes       No

Briefly describe and provide a sample of these reports, (including your daily bus checkout report form) and note their frequency.

- C. Do you use any other methods of identifying defects in buses? (If so, please describe)  
 Yes       No

- D. What is your procedure for ensuring serious safety related or potentially vehicle-damaging defects are identified in a vehicle in a timely manner and the vehicle is immediately removed from service until such defects are corrected?



How do you ensure that identified defects are generally corrected in a logical order and within a reasonable time?

E. Do you maintain and evaluate records of road failures? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, during the past year, of the buses your firm maintained, on average how many per month experienced road failures?

\_\_\_\_\_ road failures

F. During the past year, what percentage of the time were the buses you maintained out of service? (This should include time inspection, repair, maintenance, or other reasons).

\_\_\_\_\_ %

G. Do you have a manpower or mechanic allotment schedule? (number of buses per mechanic, etc.)

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

H. What qualification and experience requirements do you have for your mechanical personnel?

**V. INSURANCE DATA**

A. If requested, will you authorize your insurance carriers to furnish in writing, your accident loss ratio and workers' compensation loss ratio for the past three years?

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

**VI. IMPLEMENTATION PLAN**

Please provide a plan and schedule for implementing the Agreement for Furnishing Student Transportation Services, should your firm be selected as the successful bidder. Your schedule and plan should address:

- Inspection of vehicles, facility, and equipment
- Management and Oversight
  - Address routes and operating efficiencies
  - Student discipline
  - Routing and/or bell schedule changes
  - Annual savings to the member districts
- Recruitment, if necessary, of management and supervisory personnel
- Selection, any necessary training, and employment of drivers; and
- Employee orientation, especially to SDCTC routes and schedules

**BIDDER'S CERTIFICATION FORM  
STUDENT TRANSPORTATION SERVICES  
RFCSP No. 2018.03.27**

The undersigned having carefully examined the specifications, instructions to bidders, and special conditions affirms that they are duly authorized to execute this bid proposal and agrees to provide the Student Transportation Services at the prices offered in this proposal and in accordance with the proposal terms, conditions, and specifications stated in the proposal.

The undersigned acknowledges receipt of Addenda No. \_\_\_ to \_\_\_ issued during the time of bidding and the changes are included in this proposal.

Company: \_\_\_\_\_ Submitted By: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Address for Mailing Purchase Orders (if different): \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Tel. No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Date: \_\_\_\_\_

E-mail: \_\_\_\_\_ Web Site: \_\_\_\_\_

Federal Tax ID No: \_\_\_\_\_

Check any of the following that apply to your business:

\_\_\_\_\_ Minority Owned                      \_\_\_\_\_ Women Owned                      \_\_\_\_\_ Historically Underutilized Business

**Completed and signed form must be returned with proposal**

**PROPOSAL PRICING FORM  
STUDENT TRANSPORTATION SERVICES  
RFCSP No. 2018.03.27**

Base prices for Regular and Special Education Home-To-School Transportation will be based upon the 2016-17 total miles provided. Please enter these amounts on the form below. Costs for additional transportation are to be submitted as well. **This Form May Not Be Altered.** The proper number of daily hours and miles to be charged for each bus route will be mutually agreed upon by the Contractor and SDCTC. Please note that this time period is for pricing purposes only and may be different for the actual contract period.

**Lancaster ISD  
Regular and Special Education Home-To-School Transportation  
July 2016 – June 2017**

	<b>2016-2017</b>	<b>Cost without Fuel</b>	<b>Cost with Fuel</b>
1. Regular Education Home-to-School	354,966	\$/_____ /mile	\$/_____ /mile
2. Special Education Home-to-School	96,444	\$/_____ /mile	\$/_____ /mile
3. Special Education Monitor		\$/_____ /hour	
	451,410		

**DeSoto ISD  
Regular and Special Education Home-To-School Transportation  
July 2016 – June 2017**

	<b>2016-2017</b>	<b>Cost without Fuel</b>	<b>Cost with Fuel</b>
1. Regular Education Home-to-School	462,274	\$/_____ /mile	\$/_____ /mile
2. Special Education Home-to-School	169,455	\$/_____ /mile	\$/_____ /mile
3. Special Education Monitor		\$/_____ /hour	
	631,729		

**Cedar Hill ISD**  
**Regular and Special Education Home-To-School Transportation**  
**July 2016 – June 2017**

	<b>2016-2017</b>	<b>Cost without Fuel</b>	<b>Cost with Fuel</b>
1. Regular Education Home-to-School	554,682	\$ _____/mile	\$ _____/mile
2. Special Education Home-to-School	174,405	\$ _____/mile	\$ _____/mile
3. Special Education Monitor		\$ _____/hour	
	729,087		

**Additional Transportation**

	<b>Cost without Fuel</b>	<b>Cost with Fuel</b>
Field Trips		
A. Activity Field Trips		
1. Bus Cost	\$ _____/mile	\$ _____/mile
2. Driver	\$ _____/mile	\$ _____/mile
B. Athletic Field Trips		
1. Bus Cost	\$ _____/mile	\$ _____/mile
2. Driver	\$ _____/mile	\$ _____/mile

**V. REQUIRED FORMS CHECKLIST  
STUDENT TRANSPORTATION SERVICES  
RFCSP No. 2018.03.27**

The following forms are required to be completed, including authorized signature where applicable, and return with the RFCSP.

- Specifications Questionnaire
- Bidder's Certification Form
- Proposal Pricing Form
- Bid/Proposal Acknowledgement Form
- Statement of Non-Collusions and Non-Discrimination
- Vendor Statement of Debarment/Suspension
- Felony Conviction Notice
- Certificate of Residency
- Conflict of Interest Form
- Reference Form
- Required Federal Contract Provisions
- Form 1295
- House Bill 89 Verification
- SB 252 Chapter 2252 Certification
- W-9 Tax ID Form (not included in bid documents)

Lancaster ISD Board of Trustees:

Ms. Ellen Clark – President  
Ms. Robbie Johnson - Vice President  
Ms. LaRhonda Mays - Secretary  
Mr. Ty Jones – Member  
Ms. Rhonda Davis-Crawford – Member  
Ms. Cynthia Corbin-Jarvis – Member  
Ms. Marion Hamilton - Member

Mr. Elijah Granger, Lancaster ISD Superintendent

DeSoto ISD Board of Trustees:

Mr. Carl Sherman, Jr. – President  
Ms. Karen Daniel – Vice President  
Ms. Tiffany Clark – Secretary  
Ms. Kathy Goad – Member  
Mr. Aubrey C. Hooper – Member  
Mr. Donald Gant – Member  
Ms. Sandre Moncriste – Member

Dr. David C. Harris, Superintendent DeSoto ISD

Cedar Hill ISD Board of Trustees:

Mr. Michael Quildon – President  
Mr. Robert Riggs - Vice President  
Ms. Angela Roberts - Secretary  
Mr. Doug Heyerdahl – Member  
Ms. Dawn Miller – Member  
Ms. Gayle A. Sims – Member  
Ms. Cheryl Wesley - Member

Dr. Billy Snow, Superintendent of Schools, Cedar Hill ISD

**Bid/Proposal Acknowledgement Form:** Please place a check beside the statement that applies to the status of your bid/proposal.

I (we) the undersigned hereby declare that I (we) understand the terms and conditions as set forth in this bid/proposal and find these terms to be acceptable \_\_\_\_\_. Find the terms to be acceptable except for the exceptions noted below \_\_\_\_\_.

Name of Vendor \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax Number \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_

Official Position (Title) \_\_\_\_\_

Signature of Company Official Authorizing This Bid \_\_\_\_\_

Company Official (Print Name) \_\_\_\_\_

Official Position (Title) \_\_\_\_\_

Exceptions to the terms and conditions of this bid/proposal are as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Official's Initials \_\_\_\_\_

**STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION**

My signature certifies that the accompanying Bid/Proposal:

1. Is not the result of, or affected by an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.
2. This bid/proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other bidder, competitor, or potential prior to the opening of bids or proposals for this project.
3. 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.

Furthermore:

1. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonable necessary to the normal operations of the Seller. The Seller agrees to post in conspicuous places, available to employee and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that such Seller is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Seller shall include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller and I am 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/her behalf.:

NAME OF SELLER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
NAME (Print) \_\_\_\_\_  
AUTHORIZED SIGNATURE: \_\_\_\_\_  
TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ Fax No. \_\_\_\_\_  
Email Address: \_\_\_\_\_



**South Dallas County Transportation Cooperative  
422 South Centre Avenue  
Lancaster, TX 75146**

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in the Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the South Dallas County Transportation Cooperative to determine the residency of its bidders. In part, this law reads follows:

“Section: 2252.001

(3) ‘Non-resident bidder’ refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business in this state, including a

Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a government contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.”

I certify that \_\_\_\_\_ (Name of Company Bidding) is, under Section: 2252.001 (3) and (4),

A \_\_\_\_\_ Resident Bidder \_\_\_\_\_ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

\_\_\_\_\_ In the state of \_\_\_\_\_

\_\_\_\_\_  
Signature of authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**VENDOR STATEMENT OF DEBARMENT/SUSPENSION**

I have read the conditions and specifications provided in the bid/proposal 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 or from receiving a federally funded contract under the Federal OMB, A-102, common rules. 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 from which this transaction originated.

Name of Company/Firm: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Prepare By: \_\_\_\_\_

Company Official's Name: \_\_\_\_\_

Printed

Company Official's Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**FELONY CONVICTION NOTICE**

Senate Bill 1, passed by the State of Texas Legislators, 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.

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 conviction has been reviewed by me and the following furnished is true to the best of my knowledge.

Vendor's Name: \_\_\_\_\_

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

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

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

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

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

C. 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: \_\_\_\_\_

\_\_\_\_\_

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form  
CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

**1** Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3**

**Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

**4**

**Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form  
CIQ  
Page 2

**5**

**Name of local government officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship.

**6**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## REFERENCE FORM

List at least three (3) companies or governmental entities (preferably public school districts) where the same or similar services as contained in this specification package were recently provided.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Required Federal contract provisions of Federal Regulations for Contracts  
for contracts with Member Districts**

The following provisions are required to be in place and agreed if the procurement is funded with federal funds.

The Member Districts are the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200.

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards 2 CFR PART 200**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.**

Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by Member Districts, the Member Districts reserve 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.

Mandatory -Failure to agree will render your proposal non-responsive and will not be considered for award.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

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

Pursuant to Federal Rule (B) above, when federal funds are expended by Member Districts, the Member Districts reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. South Dallas County Transportation Cooperative

reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the South Dallas County Transportation Cooperative. Any award under this procurement process is not exclusive and the member districts reserve the right to purchase goods and services from other vendors when it is in the best interest of the member district.

Mandatory -Failure to agree will render your proposal non-responsive and will not be considered for award.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company

**(G) 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 \$150,000 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 member districts, the member districts require that the proposer certify that during the term of an award by the South Dallas County Transportation Cooperative resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES \_\_\_\_\_ Initial of Authorized Company Official

**(H) 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 member districts, the member districts require the proposer certify that during the term of an award by the South Dallas County Transportation Cooperative resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.



Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES \_\_\_\_\_ Initial of Authorized Company Official

**(I) 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 member districts, the member districts require the proposer certify that during the term and after the awarded term of an award by the South Dallas County Transportation Cooperative resulting for this procurement process the vendor certifies to the terms included or referenced therein

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule immediately above, when federal funds are expended by member districts, the member districts require the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (13) 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 (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by member districts, the member districts require proposer certify that during the term of an award by the South Dallas County Transportation Cooperative resulting for this procurement process the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

Mandatory -Failure to certify will render your proposal non-responsive and will not be considered for award.

Does vendor so certify? YES \_\_\_\_\_ Initial of Authorized Company Official

**2 CFR Ch. II (1–1–15 Edition) § 200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state 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 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Does your company comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act?**

YES \_\_\_\_\_ OR NO \_\_\_\_\_

Proposer's signature below affirms that they are authorized to answer the questions in this section entitled, "**Required Federal contract provisions of Federal Regulations for Contracts for contracts with Member Districts**" for the proposing company.

Company Name \_\_\_\_\_

Print name of authorized representative \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_

Date \_\_\_\_\_

## **\*\*NOTICE \*\***

In accordance with the new Purchasing guidelines as set forth by the state, South Dallas County Transportation Cooperative in compliance with State regulations must have a new form filled out by our vendors.

Below is the link where new vendors must go to fill out the form and print it out upon completion. Once completed and printed, the form must be notarized and returned to South Dallas County Transportation Cooperative. SDCTC, in turn, will file the original copy with the State in order to complete the filing. The new form is separate of the Conflict of Interest questionnaire that is currently required. This new Form 1295 will be in addition to this, it will not replace it.

Filing application is at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

FAQS are at:

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html).

1. Vendor shall use the application to enter the information on the form and print a copy of the form with the certificate of filing (that has a unique certification number);
2. After the vendor submits the form to SDCTC, SDCTC uses the application to notify the Ethics Commission of the receipt of the filed Form 1295 and certification of filing not later than the **30th** day after the date the contract binds all parties to the contract. SDCTC needs the unique certificate number to use the application to acknowledge the receipt of Form 1295.

**House Bill 89 VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of  
\_\_\_\_\_ Company or Business name

(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Dallas County, Texas.**

*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.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

\_\_\_\_\_  
NOTARY SIGNATURE

**SB 252**

**CHAPTER 2252 CERTIFICATION**

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 named 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 Lancaster Independent School District's Purchasing Department.

\_\_\_\_\_

Name of Company Representative (Print)

\_\_\_\_\_

Signature of Company Representative

\_\_\_\_\_

Date