

# Life School

Central Office  
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Issue Date: June 8, 2021  
Page 1 of 28 including Appendices  
**RFP #21-002**

**RFP Title: Student Transportation Services (B)**

Contact: Bryon Ding, Strategic Planner

**RFP Closing Time: Monday, June 21, 2021 (4:30 PM CDT)**

Federal Tax Exemption Number:75-2722521

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## REQUEST FOR PROPOSALS

This document contains a Request for Proposals (RFP) for Student Transportation Services for LifeSchool of Dallas d/b/a Life School ("Life School"), a Texas open-enrollment charter school, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract ("Agreement" or "Contract") between the Proposer (herein, also "Contractor," "Bidder," "Offeror," "Respondent," or "Vendor") and Life School.

### **1. INTRODUCTION TO PROPOSERS.**

- 1.1. Life School is requesting proposals for "Student Transportation Services" for our campuses. Proposals (herein referred to as "bid", "offer", or "proposal") will be received by Life School at the Central Office, 132 E. Ovilla Road, Suite A, Red Oak, TX 75154. Proposals must be received prior to the RFP response deadline time and date listed above. Vendor Selection will be done in accordance Board Policy PG-5.10: Purchasing and Contracting (General).
- 1.2. The following instructions by Life School are intended to afford Proposers an equal opportunity to participate in this RFP.
- 1.3. Life School reserves the right to reject any and all proposals submitted, to request additional information from one or all proposers, and negotiate any and all terms of a proposal if deemed necessary. All respondents to this RFP will be publicly acknowledged, but there will be no public reading of the proposals, because negotiations/discussions may take place and the disclosure of information disclosed in proposals may adversely impact the competitive process afforded to offerors.

### **2. SCOPE.**

- 2.1. Life School seeks proposals with the intent to award a contract to one or more school bus transportation contractors that provide pupil transportation services (including busses and drivers) and insurance.
- 2.2. The current scope is to provide student transportation services to four (4) of the following potential bus routes:
  - One (1) bus to provide before and after school pickup and drop off between the Life School Mountain Creek campus at 5525 W. Illinois Avenue, Dallas, TX 75211 and the Life Middle School Waxahachie campus at 3295 N. Hwy. 77, Waxahachie, TX 75165 in the morning and return from Life Middle School Waxahachie to Life School Mountain Creek in the afternoon.
  - Two (2) buses to provide before and after school pickup and drop off between the Life School Cedar Hill campus at 5525 W. Illinois Avenue, Dallas, TX 75211 and the Life Middle School Waxahachie campus at 3295 N. Hwy. 77, Waxahachie, TX 75165 and return from Life Middle School Waxahachie to Life School Mountain Creek in the afternoon.
  - One (1) bus to provide before and after school pickup and drop off from various stops within a three (3) mile radius of the Life School Mountain Creek campus at 5525 W. Illinois Avenue, Dallas, TX 75211.
  - One (1) bus to provide before and after school pickup and drop off from various stops within a three (3) mile radius of the Life School Carrollton campus at 2660 E. Trinity Mills Road, Carrollton, TX 75006.
  - One (1) bus to provide before and after school pickup and drop off from various stops within a three (3) mile radius of the Life School Lancaster campus at 950 South I-35E, Lancaster, TX 75146.
  - One (1) bus to provide before and after school pickup and drop off from various stops within a three (3) mile radius of the Life School Cedar Hill campus at 129 W. Wintergreen Road, Cedar Hill, TX 75104.

- 2.3. Life School may add any of the following services to the scope based on pricing proposals given in response to the RFP: (i) transportation services are needed for students with special needs, (ii) additional routes, or (iii) bus monitors for students and/or routes.
- 2.4. Life School shall only pay the Contractor for services rendered on a per route basis and stipulates that no payment is required if services are not rendered. Accordingly, Life School shall not be obligated to reimburse Contractor for its operating costs or capital expenses incurred in equipping its vehicle fleet.
- 2.5. If Life School finds it necessary to suspend or terminate a route, Life School shall notify Contractor and thereby be under no further financial obligation to issue payment(s) for the suspended or terminated routes.
- 2.6. Although Life School has and will continue to make its best effort to anticipate and project student needs for transportation services, Life School does not make any representation as to the amount and timing of services that will be needed and reserves the right to increase or decrease the degree to which transportation services are utilized. Correspondingly, Life School makes no guarantee or commitment of any kind concerning the degree to which transportation services will actually be utilized.

**3. FACTS AND STATISTICS.**

Life School is a public, open-enrollment charter school system serving the following campuses in Dallas and Ellis counties: Life School Oak Cliff (K-12), Life School Red Oak (K-6), Life Middle School Waxahachie (7-8), Life High School Waxahachie (9-12), Life School Lancaster (K-6), Life School Cedar Hill (K-6), Life School Mountain Creek (K-6), and Life School Carrollton (K-6 for the 2021-22 school year). As of the October 2020 TEA Snapshot, Life School served over 5,500 students.

**4. TERM OF CONTRACT.**

- 4.1. The agreement(s) resulting from this Proposal will be in effect for a period lasting from one (1) to three (3) years beginning with the first day of school for the 2021–2022 school year as shown by Life School’s school calendar, or a date to be mutually agreed upon between the parties. Bidders may submit proposals listing pricing for one (1), two (2), and/or three (3) years of service. Life School and awarded Vendor(s) may extend a resulting contract for up to two (2) one-year renewals upon written mutual agreement.
- 4.2. An increase in price without a change in any other contract terms shall not exceed three percent (3%) or the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers: US City Average, Transportation Services, Public Transportation, Intracity Transportation, Not Seasonally Adjusted, whichever is less. Example: all other terms unchanged; 2021-2022 original contract \$20,000; CPI increased 0.3%; add 0.3%, or \$60, to contract renewal resulting in increase of contract price to \$20,060.00.
- 4.3. Life School reserves the right to terminate the agreement(s) resulting from this RFP immediately, with written notice to Contractor(s), if Life School believes, in its sole discretion, that it is in the best interest of Life School to do so.

**5. RESPONSE FORMAT.**

- 5.1. Submit an original of your proposal response in a three-ring binder and one (1) electronic copy on a USB flash drive. The proposal must be organized into the following sections:
  - 5.1.1. Section I – Submittal 1-17 (each item labeled)
  - 5.1.2. Section II – Bid Security
  - 5.1.3. Section III - Exceptions to the terms and conditions set forth in this RFP
  - 5.1.4. Section IV - Representations and Certifications Form
  - 5.1.5. Sections V - Regional or Site Manager’s Resume
  - 5.1.6. Section VI - Proof of Insurance (Workman’s Comp, Liability, and associated Vehicle insurability)
  - 5.1.7. Section VII – Required Certifications and Forms
- 5.2. The proposal must be submitted in a sealed package.

**6. WORKERS COMPENSATION.**

Worker’s Compensation:	Statutory	
Employer’s Liability:	Each Accident	\$1,000,000
	Disease – Each Employee	\$1,000,000
	Disease – Policy Limit	\$1,000,000

## **7. INSURANCE COVERAGE.**

<u>GENERAL LIABILITY:</u>		<u>Limits</u>
Commercial General Liability		
1. General Aggregate		\$ 2,000,000
2. Each Occurrence		\$ 1,000,000
 <u>AUTOMOBILE LIABILITY:</u>		 <u>Limits</u>
A. Commercial Auto Liability		\$ 1,000,000
Any Auto (includes all owned, scheduled, hired and non-owned autos.)		
 <u>EXCESS LIABILITY:</u>		
A. Umbrella Form		
1. Each Occurrence		\$9,000,000
2. Aggregate		\$9,000,000

The Proposer shall be required to maintain insurance coverage, which is satisfactory to Life School. All insurance certificates must require the insurance company to provide at least thirty (30) day written notice of cancellation in the event any portion of the required insurance or bonding is canceled. All insurance policies and/or bonds will be written with insurance companies licensed to do business in the State of Texas and subject to Life School's approval. Commercial general liability and automobile liability insurance must include LifeSchool of Dallas as an additional insured.

## **10. PROPOSAL COSTS.**

Life School shall not be liable for any cost incurred by a Proposer in the preparation or delivery of its response to this RFP or for any other costs incurred because of this RFP.

## **11. PROPOSAL DISCLOSURE.**

- 11.1. All proposals received shall remain confidential until a contract resulting from this RFP is approved by the Board of Directors and fully executed by Life School and the successful Respondent to the extent allowed under the Texas Public Information Act; thereafter, the proposal shall be deemed a public record. In the event that a Respondent desires to claim that portions of its proposal are exempt from disclosure, it is incumbent upon the Respondent to identify those portions in its transmittal letter. The transmittal letter must identify the page, the particular exemptions(s) from disclosure, and the contended justification for exemption upon which it is making its claim. Each page, or part thereof, claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.
- 11.2. Life School will consider a Respondent's request(s) for exemption from disclosure; however, Life School will not be bound by the assertion that a page contains exempt material. An assertion by a Respondent that an entire volume of its proposal is exempt from disclosure will not be honored.
- 11.3. Respondents may only contact Life School's designated liaison for this RFP for questions or information. Any attempt to contact other Life School personnel or any member(s) of the Governing Board will be grounds for rejection.

## **12. WITHDRAWAL OR AMENDMENT OF PROPOSAL.**

- 12.1. Any proposal which has been submitted may be withdrawn prior to the deadline for submission. A request to withdraw a proposal must be in writing and be received by Life School prior to the deadline.
- 12.2. 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 deadline.
- 12.3. After the submission deadline, proposals may not be withdrawn for ninety (90) days.

## **13. ENTIRE AGREEMENT.**

This RFP sets forth the terms and conditions for the procurement of student transportation services by Life School. Respondent's Proposal constitutes an offer to contract with Life School pursuant to the terms and conditions set forth in this RFP, including the required certifications, forms and any addenda issued. Accordingly, this RFP and Respondent's Proposal, upon acceptance, are the entire agreement (herein, the Agreement) between the parties and no separate contractual document is necessary, requested or allowed. Consequently, this RFP and Respondent's Proposal supersede any and all verbal or written arrangements, negotiations, representations, or understandings between the parties to this Agreement. In the event of a conflict between this Agreement and Respondent's Proposal or any subsequently issued

purchase orders or other business or commercial transactional document issued by Life School or Contractor, this RFP, including the required certifications, forms and any addenda issued, shall control.

#### **14. AWARD CRITERIA.**

Life School will award contract(s) to the Proposer(s) who submits the best value response, price and other factors considered. In determining to whom to award the contract, Life School may consider the following factors:

14.1. Purchase price. – 40pts

14.2. Quality of Proposer's goods or services, including safety record. – 30pts

14.3. References. – 15pts

14.4. Proposer's past experience with Life School or with other public schools. – 10 pts

14.5. Any other relevant factor specifically listed in the vendor's Proposal. – 5pts

#### **15. EVALUATION.**

Using the criteria under Sec. 14 above, Life School will evaluate all proposals using the following submittals. Life School reserves the right to have each proposer present their proposal to an evaluation committee and/or the school board. If presentations are required by the evaluation committee, the presentations take place on Wednesday, July 23, 2021.

Submittal 1: Implementation Plan

Respondent shall detail their implementation plan and specific timelines to be followed, including a transition plan if selected Proposer is different from the current provider. Please provide a plan and schedule for implementation, should your firm be selected as the successful proposer. It is expected that your organization's leaders be present during any initial implementation phase within Life School.

Your schedule and plan should address:

- Inspection of vehicles, facility, and equipment;
- Acquisition of required vehicles;
- Occupation of any facilities;
- Recruitment/relocation, if necessary, of management and supervisory personnel;
- Selection, any necessary training, and employment of drivers;
- Employee orientation, especially to routes and schedules

Submittal 2: Life School's Direct Experience with the Respondent

Respondent shall provide a narrative describing any of its past relevant experience in working with Life School.

Submittal 3: Experience in School Transportation

Respondent shall provide a statement of its qualifications to provide the specific services requested herein.

Submittal 4: Staffing Plan

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

Submittal 5: References

Respondent shall supply a list of five (5) references and contracts held, preferably in Texas, describing their experience in transporting physically challenged and typically developing school-age children. Names, addresses, email addresses and phone numbers of the references must be included.

Submittal 6: School Bus Routing Software

Respondent shall provide a description of its proposed Routing Software along with its benefits, efficiencies, and issues identified by users.

Submittal 7: Maintenance Program

Respondent shall provide a description of its proposed vehicle maintenance program and how it will be administered.

- Submittal 8: Driver Hiring and Retention Program  
Respondent shall provide a description of its hiring process and the selection criteria used. Additionally, respondent shall provide a table disclosing how many drivers it employs by years of service and the turnover and/or retention rate for drivers.
- Submittal 9: Driver Safety and Training Program  
Respondent shall provide an overall description of its training process and driver education program.  
A. If you have an established, continuing safety program, please describe the operation, course description and requirements of the program. Also, disclose the number of training hours per year required per employee.  
B. How often are safety meetings held?  
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.  
Number of School Bus Accidents  
Per Million Vehicle Miles
- | School Year |       |
|-------------|-------|
| 2018-19     | _____ |
| 2019-20     | _____ |
| 2020-21     | _____ |
- Submittal 10: 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.
- Submittal 11: Cost Proposal Form  
Respondent must provide a fixed cost proposal for the services requested. 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 in this RFP. Only after identifying the apparently successful Proposer based upon the evaluation criteria set forth in this RFP, will Life School make public the Proposers' rates.
- Submittal 12: 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.
- Submittal 13: Mechanics Training and Certification Process  
Respondent shall describe its mechanic training and certification process.
- Submittal 14: 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.
- Submittal 15: 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.
- Submittal 16: Customer Service Philosophy  
Respondent shall describe its customer relations philosophy and its program in this area.
- Submittal 17: Site Evaluation  
One or more members of Life School's evaluation committee may conduct one or more site evaluations. Site evaluations will be conducted at facilities of Life School's choice

where the Proposer currently provides pupil transportation services. Site evaluation criteria, not listed in any order of weight or priority, are as follows:

Personnel  
Overall Appearance of Facility  
Fleet Quality  
Record-keeping  
Available Audits

By submitting a proposal, each Proposer agrees to make selected facilities and facility's personnel available to Life School's evaluation committee upon reasonable notice.

## **16. OBTAINING INFORMATION.**

### 16.1. Outside Sources.

Life School reserves the right to obtain, from any and all sources, information concerning a Proposer which Life School deems pertinent to this RFP and to consider such information in evaluating the Proposer's proposal.

### 16.2. Inspections.

Life School reserves the right to make on-site inspections of the Proposer's facilities which Life School 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.

## **17. FUEL.**

17.1. The Proposer shall be responsible for purchasing all fuel utilized under the terms of this Agreement. Please include fuel costs in the cost of the proposal.

## **18. STUDENT TRANSPORTATION DATA.**

Number of days of operation (based on 2021-2022 school year) = 170 days

- 2021-2022 School Calendar, including School Start and End Times are included in "Appendix A: School Calendar".
- Intercampus morning/afternoon routes included in "Appendix B: Life School Inter-Campus Pick-Up/Drop-Off Times".

## **19. MINIMUM REQUIREMENTS FOR BUSES.**

19.1. For the purpose of this RFP and ensuring all proposals are equal, during negotiation phase, Life School reserves the right to make changes to these requirements in order to receive the best value possible.

### 19.2. FLEET REQUIREMENTS

19.2.1. All buses being considered for use under this RFP, must meet the specified requirements found in the 2018 Student Bus Specifications prepared by the Department of Public Safety (DPS) within one (1) year of an agreement being executed. These specifications may be found at the following link: <https://www.dps.texas.gov/sites/default/files/documents/schoolbus/txschoolbusspecs/2018txschoolbuspecs.pdf>.

19.2.2. Our existing buses have all the following criteria whether they are owned by Life School or leased. These are items that must be maintained with the fleet.

- All buses are equipped with a two-way radio. A radio base station will be manned during normal operating hours to be determined by Life School.
- All buses are equipped with 4 to 6 digital recordable cameras (details of camera manufacturers and products to be provided by Proposer). Fleet base station must be equipped with the necessary hardware to play back the recording on the buses.
- All buses are equipped with air conditioners and heaters and will be maintained for the life of the contract/bus to be in working condition.
- Buses used to transport students with disabilities are ADA compliant.
- PA System

### 19.3. STUDENT/ROUTE REQUIREMENTS

Fees on a per route basis will be no more than the stated charge for the smallest bus needed to serve the greatest number of students on each route during the year. In general and across all routes, Life School will not pay a larger bus fee when student count dictates a smaller bus may be used. Bus sizes will be specified at the beginning of each school year based on the number of students on a particular route and may be

updated from time to time as needed. Final decision on bus size rests with Life School. This requirement shall apply to all route types listed below (all route types are to include transportation for Special Education students):

- Standard (routes run morning, mid-day, and afternoon transporting students from home to school, school to school, and/or from school to home)
- Special Needs (routes requiring lifts, aides or monitors and requiring compliance with all ADA specifications)

## **20. EXPECTATIONS OF AWARDED VENDOR BY LIFE SCHOOL.**

### **20.1. CRIMINAL HISTORY RECORD REVIEW**

- 20.1.1. The Contractor must comply with the requirements of Texas Education Code § 22.084 by working with the Texas Department of Public Safety and/or Life School to facilitate an appropriate criminal history record search of (i) any person employed by Contractor as a bus driver, bus monitor, or bus aide or (ii) any person Contractor intends to employ as a bus driver, bus monitor, or bus aide. If any bus driver, bus monitor, or bus aide employed by Contractor or any individual Contractor intends to employ as a bus driver, bus monitor, or bus aide has been convicted of a felony or a misdemeanor involving moral turpitude, Contractor may not employ that person to drive or serve as a bus monitor or bus aide on a bus on which students are transported without the permission of Life School's Board of Direction.
- 20.1.2. The Contractor must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety and/or Life School to obtain an appropriate criminal history record search of any employee or applicant who has or will have (i) continuing duties related to the contracted services under this Agreement and (ii) direct contact with students. Contractor may not permit an employee to provide services under this Agreement if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(s).
- 20.1.3. Life School reserves the right to refuse entry onto its school grounds or its buses to any individual whose background check does not meet the requirements established by Life School pursuant to Texas law.

### **20.2. CONTRACT STAFFING**

It is Life School's intent to provide a high quality transportation service, which provides a safe/secure and comfortable environment for the children who are to be served by the Proposer. Toward that end, the Proposer hereby recognizes and agrees to uphold the employment standards established in this RFP. The proposer shall designate one person as its local representative to act as the supervisor for the operations for Life School. This person shall be available during all regular working hours of school days for the purpose of handling routing, assignments, and discipline problems. He/She shall have the authority to act in all matters under this RFP and resulting contract and covered by established policies.

### **20.3. DRIVERS**

- 20.3.1. The Proposer shall employ and assign to the contract a sufficient number of licensed and certified school bus drivers and driver substitutes to meet all of the service needs of the contract. This includes, but is not limited to, ensuring that all school bus drivers are (i) at least 18 years of age; (ii) hold a Class B CDL with passenger (P) and school bus (S) endorsements, obtained through DPS; (iii) pass an annual mental and physical exam required by DPS and through an employer or DOT certified doctor; (iv) maintain an acceptable driving record in accordance with the Texas school bus driving record evaluation; (v) being free of any felony or misdemeanor convictions for a crime involving moral turpitude; and (vi) any other requirements set by state and/or federal law with respect to qualifications for driving a school bus.
- 20.3.2. The use of tobacco products, possession of alcohol, controlled substances, illegal drugs, firearms, and weapons of any kind by employees of the Proposer are prohibited on school buses at all times. Drivers must be trained to work with students with disabilities. Monitors must be on buses as needed for students with disabilities.
- 20.3.3. No driver employed by Contractor will be permitted to provide services under this Agreement if there is reason to believe that such driver is engaged in any improper conduct with any student. Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word of conduct, and shall act in a professional and courteous manner at all times during the provision of Services.
- 20.3.4. All drivers and monitors shall be well groomed and shall wear a Proposer provided identification badge and, if one is issued, uniform.

#### 20.4. MECHANICS

- 20.4.1. Mechanics must pass the same drug and background screening as required for school bus operators. Staffing must be sufficient to administer the contract in a professional manner.
- 20.4.2. Mechanics must keep the fleet in good working condition to meet the needs of Life School.
- 20.4.3. The manager assigned to the contract must be available to meet with the Superintendent and/or Life School staff as needed to discuss the transportation program.

#### 20.5. VEHICLES

- 20.5.1. All pupil transportation vehicles will be kept in a clean and sanitary condition and open for examination at all times by Life School's Superintendent or his designee. The Proposer will provide a complete fleet listing each year of the contract with the mileage and age of each vehicle. Vehicles provided by the Proposer to help in times of need must 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 Proposer. Costs for such upgrades will be borne by the Proposer.
- 20.5.2. Every vehicle utilized by Contractor to provide transportation services under this Agreement shall at all times meet all applicable federal, state, or local laws, regulations, or ordinances related to the operation of school buses. Furthermore, all vehicles / equipment used by Contractor to provide transportation services shall pass annual state-required inspection, as well as pass any other required inspections and have all required safety equipment installed and functioning.
- 20.5.3. All vehicles / equipment utilized by Contractor shall be titled in the name of Contractor, meaning that title to all vehicles / equipment utilized by Contractor shall remain in the name of Contractor and as such Life School shall have no ownership rights in Contractor's vehicles.
- 20.5.4. All of Contractor's vehicles used to provide transportation services under this Agreement will be certified by the manufacturer for their particular intended use pursuant to federal and state law.
- 20.5.5. Every bus utilized by Contractor to provide transportation services under this Agreement shall be completely examined by Contractor once every three (3) months during the term of this Agreement as to, among other things, front end, brakes, tires, safety equipment, and engine. A report of such inspection shall be maintained in the office of Contractor.
- 20.5.6. All vehicles and equipment necessary to fulfill this Agreement shall be clean, in good working order, and conform with proper standards of the industry. Additionally, all transportation services to be performed by Contractor under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.
- 20.5.7. All transportation vehicles will be clearly marked and include an identification number distinguishing that vehicle from the other vehicles in Life School's fleet.
- 20.5.8. Proposer is required to purchase TX-tags for tollways at their expense for all Activity or Field trip buses. The Proposer will be expected to use tollways when possible to extra-curriculum and field trip to shorten travel.
- 20.5.9. Life School vehicles will be used exclusively for providing services to Life School. Life School vehicles shall not be used for any other purpose without prior consent of Life School.

#### 20.6. INDEMNIFICATION

- 20.6.1. **CONTRACTOR WILL INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS LIFESCHOOL OF DALLAS AND ITS BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND CONSULTANTS IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTling ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, INCLUDING ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANY ONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THIS PROVISION SHALL SURVIVE TERMINATION OF THE CONTRACT RESULTING FROM THIS RFP AND SHALL BE BINDING ON THE PARTIES AND THEIR SUCCESSORS, REPRESENTATIVES, AND ASSIGNS AND CANNOT BE WAIVED OR VARIED.**
- 20.6.2. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY DEFENSE AVAILABLE TO LIFESCHOOL OF DALLAS, INCLUDING BUT NOT LIMITED TO ANY STATUTORY OR**



## **GOVERNMENTAL IMMUNITY AVAILABLE TO LIFE SCHOOL OF DALLAS UNDER APPLICABLE LAW.**

### **20.7. Limitations**

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF LIFE SCHOOL (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON LIFE SCHOOL'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON LIFE SCHOOL EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

### **20.8. PERMITS AND LICENSES**

The successful Proposer will be required to secure and maintain in force such licenses and permits as are required by law for furnishing services and will comply with and observe all provisions of Federal and the State of Texas laws, including but not limited to those permits and licenses required by the Texas Department of Transportation, Texas Department of Public Safety, and/or other appropriate regulatory agencies.

### **20.9. ROUTES**

- 20.9.1. Each year of the contract the Proposer will be responsible for the development of the school bus routes. These routes will be made available to Life School by July 22, 2021.
- 20.9.2. Routes will indicate a route number, all stop locations, estimated number of passengers and start time for the route. Life School will cooperate with the Proposer by approving the routes or suggesting needed changes in a reasonable and timely manner.
- 20.9.3. Life School's designee will decide conflicts regarding eligibility of riders and stop locations. The Proposer agrees to abide by all of Life School's decisions in this area.
- 20.9.4. Students with disabilities must be provided curb to curb bus service and all buses transporting students with disabilities must be equipped with lifts and radios.
- 20.9.5. The response time for initiation of bus service for students with disabilities must be no longer than three (3) working days. Except as approved by Life School, the maximum time any pupil may be in transit one way shall not exceed one and one half (1 ½) hour.
- 20.9.6. At Proposer's expense, annually, a dry run day will be conducted by the Proposer prior to opening of school in the fall. All routes will be run as though it were the first day of school.

### **20.10. Student Information**

Contractor acknowledge and agree that certain federal and state laws protect the privacy interests of students and parents with regard to educational records maintained by Life School including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"). Life School has determined that Contractor has a legitimate educational interest in the educational records, as that term is defined under FERPA, of those Life School students who receive transportation services under this Agreement, and that Contractor is the agent of life School for the purpose of obtaining limited student information related to transportation services and providing services under this Agreement. Contractor and Contractor's personnel shall maintain the confidentiality of student records and comply with the requirements of FERPA and all other applicable law with respect to the privacy of student records. This provision shall survive the termination of this Agreement. Upon

termination of this Agreement, Contractor will return to Life School all student records, documentation, and other items that were used, created, or controlled by Contractor during the term hereof.

### **20.11. AGENCY**

The successful Proposer will not be held or deemed in any way to be an agent, employee or official of Life School, but rather an independent contractor furnishing student transportation services to Life School.

### **20.12. Severability**

In the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, then in lieu of such invalid, illegal, or unenforceable provision there shall be added automatically as a part of this Agreement a valid, legal, and enforceable substitute provision that most nearly reflects the

original intent of the parties, and all provisions hereof shall remain in full force and effect and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible. Such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Agreement.

20.13. Waiver

The waiver by any party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition contained herein.

20.14. Amendment

This Agreement may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be reduced to writing and signed by both Life School and Contractor.

20.15. Independent Contractor

While engaged in carrying out and complying with the terms and conditions of the Agreement, Contractor is an independent contractor and not an officer, agent or employee of Life School. This Agreement does not constitute a hiring by either party, nor does it constitute or create an employer-employee relationship. It is the Parties' express intention that Contractor and Contractor's personnel shall be an independent contractor and not be an employee of Life School for any purpose, including but not limited to the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Texas Workers' Compensation Act, and other benefit payments and third-party liability claims. This Agreement shall not be considered or construed to be a partnership or joint venture, and Life School shall not be liable for any obligations incurred by Contractor. Under no circumstances shall this Agreement be construed or interpreted as an exclusive dealing agreement. Life School is free at any time to contract for similar services with any other party, or to perform such services itself.

20.16. Ineligibility for Nonpayment of Child Support

Pursuant to Texas Family Code § 231.006(d), regarding child support, Contractor certifies that it is not ineligible to receive the compensation specified in this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. Contractor shall ensure compliance with Texas Family Code § 231.006(d) by execution and delivery of a Child Support Certification Form, attached to this RFP.

20.17. SAFETY

20.17.1. The Proposer will be responsible for establishing and maintaining an ongoing comprehensive safety program that addresses all pre-service and in-service training requirements established by Federal and State regulations for student transportation. A complete description of each program is to be submitted with the Proposers response. As part of the Proposers total safety program all employees maintaining a CDL license with a passenger endorsement must receive training for the management of student passengers. Drivers and monitors assigned to special needs routes shall receive additional training for the care and management of special needs passengers.

20.17.2. Annual discipline management training for all drivers must be included in Proposer's safety program.

20.17.3. No more than two (2) secondary students or three (3) elementary students may share a seat.

20.18. ACCIDENTS

For purposes of the RFP an accident shall be defined as an unplanned event or incident involving a school vehicle under contract to Life School that results in bodily injury, vehicle damage, or property damage to. The transportation manager prior to the close of business must verbally report all accidents to Life School's designee on the day they occur. Serious accidents, those involving bodily injury or major damage to property, are to be reported to the Superintendent and Life School's designee by the transportation manager as soon as he/she has knowledge of the accident but no later than one (1) hour after having been informed of the accident. This notification is required 24 hours per day, 365 days per year. All accidents will be documented in writing and forwarded to Life School's designee within twenty-four (24) hours of their occurrence. The Proposer will maintain a log of all accidents involving the school bus fleet. This log will contain the names of individuals involved in the accident, date, location, accident description, damage amount, police report and assessment of fault. Life School's designee will be allowed to review this log as necessary.

20.19. DRUG TESTING PROGRAM

20.19.1. The Proposer will implement an employee drug-screening program, which complies with all Federal and State laws for such tests. Drug screening will include both pre-employment as well as random

sample testing for all employees assigned to the pupil transportation contract. The Proposer shall pay all costs associated with this ongoing screening process.

20.19.2. A sample copy of the Proposer's drug screening program will be included with the proposal.

20.20. PAYMENT

Life School will pay for services provided on a monthly basis in arrears. Full payment will be made within thirty (30) calendar days of receipt of a properly documented invoice. Life School will provide Proposer with invoice requirements.

20.21. TRANSFER OF CONTRACT

The Agreement will not be transferred or assigned to another vendor or contractor without Life School's prior written consent. In the event that Life School approves a transfer or reassignment of this Agreement, all terms and conditions of this Agreement and addendums to this Agreement will be honored throughout the period and option periods of the Agreement.

20.22. EQUAL OPPORTUNITY POLICY

20.22.1. The Proposer will take all necessary steps to ensure that every applicant and employee is treated equally during hiring and employment without regard to their age, sex, race, creed, marital or parental status, political affiliation, color, handicap condition, national origin, or veteran status.

20.22.2. The Proposer will include in all advertisements for employees a statement that summarizes its non-discrimination policy.

20.23. STUDENT/PASSENGER BEHAVIOR

20.23.1. Life School will work jointly with the Proposer to develop and publish a code of conduct for students who ride school buses.

20.23.2. Life School's approved code of conduct will be enforced by Proposer's staff of drivers and monitors at all times. Student behavior, which violates this code, shall be documented in writing by the school bus driver and will be addressed and resolved in collaboration with the Campus Principal and the awarded Proposer. A Life School Administrator will help provide a resolution if needed.

20.24. ADJUSTMENTS

Life School will be entitled to a pro-rata adjustment for each day that full service on any bus route is not provided such as if the contractor fails to provide full daily service for any or all routes or if contractor fails to provide service for after school runs or for activity and athletic trips as requested.

20.25. DELAY OF SCHOOL

The Superintendent, or his designee, shall have the sole responsibility of altering, delaying, or canceling bus service for any reason whatsoever. The contractor agrees to abide by the decision of the Superintendent, or his designee, and to operate on the assigned schedules and routes. During the winter months, the contractor shall analyze road conditions and provide the Superintendent by 5:00 am CST, with a recommendation for delaying or canceling transportation service. Life School shall not pay for any day for which school is not conducted including inclement weather days.

20.26. VEHICLE MAINTENANCE

20.26.1. The Proposer will implement a comprehensive maintenance program for the school bus fleet to provide safe and efficient service to the school community. The Proposer must maintain vehicles in a manner, which provides maximum fuel efficiency. As part of an overall fleet maintenance program, all necessary parts, tools, lubricants and other related items are to be the responsibility of the Proposer. The Proposer will pay all costs associated with this maintenance function. All A/C and heaters shall be maintained and in working condition for the life of the bus.

20.26.2. The Proposer will provide Life School with copies of all school bus inspections performed by the Texas Department of Public Safety and/or a certified vehicle inspector. A written explanation will be given to Life School by the Proposer for any vehicle that fails inspection. In addition, the Proposer will outline corrective steps to be taken to avoid or reduce the likelihood of such vehicle inspection failures in the future. Vehicle breakdowns, which result in a delay in service (on the way to a route, on route or on the way to or from a school), shall be documented in writing by the Proposer and forwarded to Life School's designee. Further, the Proposer will outline steps in maintenance or operations procedures, which will prevent or reduce the likelihood of such breakdowns in the future.

20.26.3. Proposer must describe their planned length of service, in terms of years and mileage, before buses are retired from regular daily usage and thereafter used as back-up buses. Please provide same information with regards to back-up buses.

20.26.4. In the event of a mechanical failure or breakdown that prohibits further operation of any bus while

in use in providing the services required under this Agreement, Contractor agrees that a spare bus and driver shall respond to the site of the breakdown for transfer of students for delivery to their intended destination in accordance with this Agreement.

The "**Bid Specifications**" and "**GENERAL CONDITIONS**" are an integral part of this RFP.

**Any questions on this request for proposals must be submitted by email to [bryon.ding@lifeschools.net](mailto:bryon.ding@lifeschools.net). All questions or requests for clarification must be received no later than Tuesday, June 15, 2021 4:30 PM CDT ensure that there is adequate time for Life School to respond and take appropriate action (if needed) prior to the request for proposals deadline.**

**SUBMITTAL INFORMATION**

**Please allow adequate mailing time for your response. Proposal responses must be received no later than: Monday, June 21, 2021 at 4:30 PM CDT.**

All responses to this request for proposals must meet the following conditions to be considered:

- Life School will not be liable for any cost incurred in the preparation of any proposal;
- Faxed proposals *will not* be accepted.

**PLEASE INDICATE THE BID NUMBER ON THE OUTSIDE OF THE ENVELOPE AS FOLLOWS:**

**Sample format of the remittance envelope:**

Your company name Your return address info	<table border="1"><tr><td>U.S. Mail</td></tr></table>	U.S. Mail
U.S. Mail		
	Life School Central Office  Attn: Bryon Ding, Strategic Planner 132 E. Ovilla Rd, Ste. A Red Oak, TX 75154	
<b><u>RFP#21-002 Student Transportation Services (B)</u></b> <b><u>RFP Response Deadline: Monday, June 21, 2021 at 4:30 PM CDT</u></b>		

**Representations & Certifications**  
**RFP #21-002**

**Proposer's Certification**

The undersigned affirms that he or she is duly authorized to execute this certification and Proposal response, that this company, corporation, firm, partnership or individual has not prepared this Proposal response in collusion with any other person, firm or entity making or considering making a Proposal response to Life School for any future District projects and that contents of this Proposal response as to prices, terms or conditions of said Proposal response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal response.

The foregoing is true and correct. Life School, or any authorized representative of Life School, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information that Life School might determine as being desirable.

The undersigned, by his/her signature, represents that he/she is authorized to bind the Proposer to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included and/or referenced herein, if accepted within ninety (90) calendar days after Solicitation closing.

Firm Name: _____	Phone: _____
Address: _____	Fax : _____
City: _____ St _____ Zip _____	Email: _____
_____ Date _____	Title: _____
(Signature of Person Authorized to Sign Proposal)	
Printed Name: _____	
(Please print or type)	

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

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

COMPANY NAME \_\_\_\_\_

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(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## **Life School District RFP 21-002 Contractor Certification**

**Introduction:** Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to Life School that they have done so. Covered employees with disqualifying convictions are prohibited from providing services to public schools.

**Definitions:**

**Covered employees:** All employees of a contractor who have or will have continuing duties related to the service to be performed at Life School and have or will have direct contact with students. Life School will be the final arbiter of what constitutes direct contact with students. A covered employee also includes anyone employed by Contractor as a bus driver, bus monitor, or bus aide.

**Disqualifying conviction:** Any disqualifying criminal history identified in Texas Education Code §§ 22.0834 and/or 22.084.

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On behalf of \_\_\_\_\_ ("Contractor"), I certify that [check one]:

None of Contractor's employees are covered employees, as defined above.

Or

Some or all of Contractor's employees are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify Life School in writing within 3 business days.
- (3) Upon request, Contractor will make available for Life School's inspection the criminal history record information of any covered employee. If Life School objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at Life School.

Non-compliance by Contractor with this certification may be grounds for contract termination.

Signature \_\_\_\_\_

Date \_\_\_\_\_



**State of Texas  
Health & Human Services Commission**

**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Social Security #
_____	_____
_____	_____
_____	_____
_____	_____

**III.**

As required by Section 231.006, the undersigned certifies the following:

*"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."*

Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

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

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
<b>Employer identification number</b>	
[ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]	

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

**RFP #21-002 TRANSPORTATION SERVICES SUBMITTAL SHEET**

Vendor Name: \_\_\_\_\_  
 Main Address: \_\_\_\_\_  
 Remittance Address: \_\_\_\_\_  
 Contact Name for this Proposal: \_\_\_\_\_  
 Telephone number: \_\_\_\_\_  
 Fax number: \_\_\_\_\_

Life School will need to lease/use vendor provided buses throughout the life of this contract. The buses that are provided would have to be approved by Life School for the year and model of the bus. Life School would like the buses to be no older than 2016 buses. They will need to be equipped with A/C and Heat, cameras, PA system, 2 way radios).

**Regular Service and Special Education  
 (Vendor Provided buses)**

	Regular Service Hourly Rate	Special Ed Hourly Rate
All Bus Capacities		
One-Year Term	\$	\$
Two-Year Term	\$	\$
Three-Year Term	\$	\$

**Bus Monitors and Bus Aides:** Life School may require the use of bus monitors and/or bus aides in the performance of this contract. If monitors or aides are required, Life School shall compensate the Contractor \$\_\_\_\_\_ per hour. 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.

*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.*

**Any and all new routes established during the term of this contract must be invoiced at the Base Rate mutually agreed to and as quoted above.**

**PROPOSAL EXCEPTIONS:**

Any and all exception or deviations must be noted on bid submittal below or attached: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**If you have received an addendum to this bid, please acknowledge receipt by initialing the number of the addendum below.**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

**By signing below you agree to participate in this bid with Life School and you attest to the Representations and Certifications listed on page 4 of this bid:**

**Submitter's Signature:** \_\_\_\_\_  
**Submitter's Name/Title:** \_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_

## LIFE SCHOOL STANDARDIZED GENERAL CONDITIONS

- 1. RETURN SIGNED ORIGINAL SEALED PROPOSAL IN A SEALED ENVELOPE, PLAINLY MARKED WITH VENDOR'S NAME, RFP NUMBER, OPENING DATE AND TIME. RETURN PROPOSAL TO THE LIFE SCHOOL CENTRAL OFFICE,**

Mail to: LIFE SCHOOL  
Attn: Bryon Ding  
132 E. Ovilla Road, Suite A  
Red Oak, TX 75154

Hand Deliver to: LIFE SCHOOL Central Office  
Attn: Bryon Ding  
132 E. Ovilla Road, Suite A  
Red Oak, TX 75154

- 2. All Vendors:** On May 23, 2005, the Texas Senate passed **House Bill No. 914**, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on January 1, 2006. This includes open-enrollment charter schools. Life School will not provide any further interpretation or information regarding these requirements. **All Vendors** complete the attached Conflict of Interest Questionnaire and return it with your proposal/offer.
- 3.** The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless **"NOSUBSTITUTE"** is specified.
- 4.** Receipt of an Addendum must be acknowledged by initialing the addendum number on the bid submittal sheet. It is the responsibility of the vendor to make sure all addenda have been received.
- 5.** Life School expects that all Proposals will remain valid for at least ninety (90) days after opening date if no other indication is made in the Proposal form or the Specifications. If a Proposer indicates in the Proposal form that he/she may withdraw the Proposal in less than ninety (90) days, this factor may be considered in awarding a contract.
- 6.** Exclude Federal and State sales and ad valorem taxes.
- 7.** Life School reserves the right to waive minor informalities and irregularities and to accept or reject each item separately or as a whole.
- 8.** The vendor must specify make or model even if the vendor is including it its proposal the brand specified or including a product "equal". Do not put "as specified" or "equal".
- 9.** Complete descriptive and illustrated literature covering the items you propose to furnish should be made available after award of this RFP.
- 10. Telegram, Facsimile (fax), or e-mailed proposals will not be accepted. Proposals received after the time and date specified will not be considered. Proposals received without a signature will not be accepted.**
- 11.** Questions in regard to this bid must be submitted by emailing Bryon Ding, Strategic Planner at [bryon.ding@lifeschools.net](mailto:bryon.ding@lifeschools.net) for clarification.
- 12.** Life School agrees to pay contractor not later than thirty (30) days after receipt of uncontested invoices for the receipt of all supplies, aids or equipment, or the day on which services were completed, or the day on which the invoice was received, whichever is later.
- 13.** During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, or religion.
- 14.** Vendors who respond to this RFP with either a formal proposal or a notice of no bid will remain on our mailing list. **Vendors making no response at all may be removed from our mailing list.**
- 15.** In awarding a contract, Life School may consider: purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the Life School's needs, the vendor's past relationship with Life School, the impact on the ability of Life School to comply with laws relating to historically underutilized businesses, the total long-term cost to Life School to acquire the goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor. In addition, quality and suitability of the product and not price alone shall be considered in the acceptance of proposals. Consideration shall also be given to the bidder's references and record for responsibility, knowledge of the product, and service.
- 16.** If the vendor fails to deliver both the quality and quantity of items on which the award was made by the promised delivery date at the prices specified in this bid, the Life School reserves the right to purchase the specified supplies elsewhere and vendor agrees to allow Life School to deduct the difference in price and cost of handling, if any, from pending invoices of current bid, as permitted under Article II of the Uniform Commercial Code.
- 17.** If stated within the Request for Proposal, the RFP may be a negotiated procurement, and as such, award will not necessarily be made to the Vendor submitting the lowest priced Proposal. Life School shall accept the Proposal it deems to be in the best interest of Life School. In making that determination, Life School shall:
- a. Consider the Proposed rates, the Vendor's experience, references and record for responsibility, or any other relevant factor that the District deems necessary to determine the best value.
  - b. Upon receipt of the Proposals, Life School's Evaluation Team will review the Proposals and may request additional information, including conducting interviews, or any other requirements deemed appropriate.
  - c. Base the award on the Evaluation Team's recommendation of the proposal that achieved the highest evaluated score.
  - d. Evaluate all proposals on the criteria set forth in the RFP, Section 14.
- 18.** Acceptance of Proposer's offer may be in the form of a purchase order or an acceptance letter, with subsequent purchase orders and releases issued as appropriate. Any contract or purchase order resulting from this RFP is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Life School Board of Directors or otherwise not made available to Life School.

- 19.** Termination of the agreement arising from this RFP under this paragraph is to be considered Termination for Non-Appropriation of Funds. Life School shall have the continuing right to terminate any agreement arising from this RFP at the end of each fiscal year or end of the special revenue fund or grant during the term of the agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without Life School incurring any liability to vendor as a result of such termination, including early termination charges. If Life School terminates this agreement pursuant to this paragraph, vendor will have the right to collect and retain payment for services rendered to Life School through termination date but shall not be entitled to any early termination charges.
- 20.** Vendors will confirm and/or change the address shown on the proposal submitted. Vendors are responsible for notification of change of address and telephone number. Life School is not responsible for failing to mail a vendor a solicitation or for undelivered or misdirected mail.
- 21.** All prices and quotations must be typed or written in ink. Proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by vendor. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or totals.
- 22.** "No assignment nor transfer of the Agreement, as set forth in Section 13, in whole or in part, to any other party will be allowed unless the vendor to whom the Agreement is awarded receives written approval from Bryon Ding, Strategic Planner, or his/her designee. Written approval must be requested and received prior to any assignment or transfer. In the event the vendor fails to comply with this provision, Life School may take actions to require compliance or take any other measures deemed appropriate."
- 23.** The award or agreement resulting from this RFP may be terminated or cancelled under the following circumstances.

  - a. Life School may cancel or terminate the award or agreement for convenience upon written notice and shall not be liable for any charges accruing after the effective date of such termination.
  - b. During the term of the agreement, Life School may terminate the agreement at the expiration of each budget period if funds are not appropriated for payment under the Agreement.
  - c. Work under the agreement may be terminated in whole or in part by Life School upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of Life School's rights to cancel undelivered goods or services under the Agreement.
  - d. Life School may cancel all or any part of the undelivered goods or services of the Agreement if vendor breaches any of the terms of the Agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings. Life School's rights of termination or cancellation are in addition to other remedies Life School may have in law or equity.
- 24.** Any default (as defined below), violation, or breach of terms of this contract on the part of vendor or any of its officers, directors, owners, members, employees, or agents may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of Life School. The duties and obligations imposed by this contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

If it is later determined by Life School that vendor had an excusable reason for not performing, such as acts of God, fires, floods, or unusually severe weather, events which are not the fault of or are beyond the control of vendor, Life School may allow vendor to continue work or treat the termination as a termination for convenience.
- 25.** Force Majeure - Life School shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
- 26.** Vendor agrees to indemnify, defend, and hold Life School harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and Life School shall have the right to have such litigation monitored by its own counsel at Life School's expense.
- 27.** Applicable law and venue - This Agreement shall be governed by the Uniform Commercial Code as applicable and as adopted and amended from time to time by the Texas legislature. Both parties agree that the venue for any litigation arising out of this contract shall lie in Red Oak, Ennis County, Texas.
- 28.** Place of Delivery - The place of delivery shall be that set forth in the contract. All deliveries must be inside deliveries, unless other arrangements are made.
- 29.** Out of State Vendors - The "Reciprocity Rule" applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
- 30.** Advertising – Vendor shall not advertise or publish, without Life School's prior written consent, the fact that Life School has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 31.** The resulting award from this RFP constitutes a contract between Life School and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to Life School for recovery, if Life School is the prevailing party, vendor hereby agrees and authorizes Life School to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
- 32.** Right to Assurance – Whenever Life School in good faith has reason to question the vendor's intent to perform, Life School may demand that the vendor give written assurance of their intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, Life School may treat this failure as anticipatory repudiation of the contract.
- 33.** It is acknowledged and agreed that vendor's services to Life School are unique, which gives vendor a peculiar value to Life School and for the loss of which Life School cannot be reasonably or adequately compensated in damages. Accordingly, vendor acknowledges and agrees that a breach by vendor of the provisions hereof will cause Life School irreparable injury and damage. Vendor therefore expressly agrees

that Life School shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of an agreement arising from this RFP, but only if Life School is not in breach of any such agreement.

- 34.** These general conditions govern the relationship between Life School and vendor and are hereby made part of the Agreement between Life School and vendor.

# Appendix A: Life School 2021-2022 School Calendar (Board Approved 1/20/21)



## LIFE SCHOOL 2021-2022

<b>July 2021</b>	Life School Central Office And Campus Offices Closed
2, 5-9, 16, 23, 30	Life School Central Office And Campus Offices Closed
27-29	New LS Employees Only Staff Development
<b>August 2021</b>	
2-10	Staff Development
11	First Day of School
	Begin Fall Semester/Begin 9 Weeks (Elem & Sec)
<b>September 2021</b>	
6	Student/Staff Holiday
20	Student Holiday/Staff Development
<b>October 2021</b>	
8	End 9 Weeks (Elementary & Secondary)
11-15	Student/Staff Holiday
18	Begin 9 Weeks (Elementary & Secondary)
20	Student Early Release/Staff Development/ Elementary Parent Conferences
<b>November 2021</b>	
1	Student Holiday/Staff Development
22-26	Student/Staff Holiday
<b>December 2021</b>	
16	7 <sup>th</sup> -12 <sup>th</sup> Grades Only Final Exam Early Release/ Staff Development
17	Student/Staff Early Release/ End Fall Semester/End 9 Weeks (Elementary & Secondary)
20-31	Student/Staff Holiday
<b>January 2022</b>	
3	Student/Staff Holiday
4-5	Student Holiday/Staff Development
6	Begin Spring Semester/Begin 9 Weeks (Elem & Sec)
17	Student/Staff Holiday
<b>February 2022</b>	
21	Student/Staff Holiday
22	Student Holiday/Staff Development
<b>March 2022</b>	
11	End 9 Weeks (Elementary & Secondary)
14-18	Student/Staff Holiday
21	Begin 9 Weeks (Elementary & Secondary)
<b>April 2022</b>	
15	Student/Staff Holiday
20	Student Early Release/Staff Development Elementary Parent Conferences
<b>May 2022</b>	
24	Secondary Only Student Early Release/ Staff Development
25	Student/Staff Early Release/ End 9 Weeks/End Spring Semester
26	Student Holiday/Staff Development/ Inclement Weather Day
27	High School Graduation/Last Day for Staff/ Inclement Weather Day
30	Staff Holiday
<b>June 2022</b>	
3, 10, 17, 24	Life School Central Office and Campus Offices Closed

### LEGEND

	Student/Staff Holiday
	Student Holiday/Staff Development
	All Student Early Release/Staff Development
	Student/Staff Early Release
	Begin/End Grading Cycle
	Elementary Parent Conference
	Inclement Weather Days
	High School Graduation
	Central Office/Campus Office Closed
	New LS Employees Only Staff Development
	Secondary Only Early Release/Staff Development

Revision: 1.13.21

July 2021							August 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1		3	1						7	
4						10	8						14	
11	12	13	14	15	16	17	15	16	17	18	19	20	21	
18	19	20	21	22		24	22	23	24	25	26	27	28	
25	26	27	28	29		31	29	30	31					
September 2021							October 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4						1	2	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	
12	13	14	15	16	17	18	10	11	12	13	14	15	16	
19		21	22	23	24	25	17	18	19	20	21	22	23	
26	27	28	29	30			24	25	26	27	28	29	30	
							31							
November 2021							December 2021							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
		2	3	4	5	6				1	2	3	4	
7	8	9	10	11	12	13	5	6	7	8	9	10	11	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	
28	29	30					26	27	28	29	30	31		
January 2022							February 2022							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4	5	
2	3			6	7	8	6	7	8	9	10	11	12	
9	10	11	12	13	14	15	13	14	15	16	17	18	19	
16	17	18	19	20	21	22	20	21		23	24	25	26	
23	24	25	26	27	28	29	27	28						
30	31													
March 2022							April 2022							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
			1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	
27	28	29	30	31			24	25	26	27	28	29	30	
May 2022							June 2022							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7				1	2		4	
8	9	10	11	12	13	14	5	6	7	8	9		11	
15	16	17	18	19	20	21	12	13	14	15	16		18	
22	23	24	25	26		28	19	20	21	22	23		25	
29	30	31					26	27	28	29	30			

	LSC	LSCH	LSL	LSMC	LSOCE	LSRO	LSOCS	LMSW	LHSW
Student Start Time	7:55 A	7:55 A	7:55 A	7:55 A	7:55 A	7:50 A	8:00 A	7:25 A	8:00 A
Student End Time	3:15 P	3:15 P	3:15 P	3:15 P	3:15 P	3:10 P	3:45 P	3:05 P	3:45 P

Board Approved: 1.20.21  
Life School Administration

132 East Ovilla Road, Suite A, Red Oak, TX 75154 P: 469-850-5433 | F: 469-850-5434 | [www.lifeschool.net](http://www.lifeschool.net)  
Ready to Learn. Ready to Lead. Ready for Life. It's not just School. It's LIFE.

## **Appendix B: Life School Inter-Campus Pick-Up/Drop-Off Times**

### Life School Mountain Creek to Life Middle School Waxahachie

Morning: Depart Life School Mountain Creek at approximately 6:35 a.m. CST  
Arrive at Life Middle School Waxahachie at approximately 7:10 a.m. CST

### Life Middle School Waxahachie to Life School Mountain Creek

Afternoon: Depart Life Middle School Waxahachie at approximately 3:40 p.m. CST  
Arrive at Life School Mountain Creek at approximately 4:15 p.m. CST

### Life School Cedar Hill to Life Middle School Waxahachie

Morning: Depart Life School Cedar Hill at approximately 6:35 a.m. CST  
Arrive at Life Middle School Waxahachie at approximately 7:10 a.m. CST

### Life Middle School Waxahachie to Life School Cedar Hill

Afternoon: Depart Life Middle School Waxahachie at approximately 3:40 p.m. CST  
Arrive at Life School Cedar Hill at approximately 4:15 p.m. CST



## **Appendix C: Contract Provisions Required Under the Uniform Guidance**

This Appendix C is incorporated by reference, and made an integral part, to, the Request for Proposals (RFP) for Student Transportation Services. Pursuant to the Code of Federal Regulations, Title 2, §200.327, Life School is required to include certain contract provisions described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards. Vendor agrees to adhere to the contract provisions set forth in this Appendix C.

### **C.01. Legal Remedies.**

Refer to paragraph 23, 24 and 33 of the Standardized General Conditions.

### **C.02. Termination for Cause and Convenience.**

Refer to paragraph 19, 23, 24 and 33 of the Standardized General Conditions.

### **C.03. Equal Employment Opportunity.**

Not applicable. The RFP and resulting agreement does not constitute a “federally assisted construction contract” under the Code of Federal Regulations, Title 41, Part 60-1.3.

### **C.04. Davis-Bacon Act.**

Not applicable. The RFP and resulting agreement is not a prime construction contract.

### **C.05. Contract Work Hours and Safety Standards Act.**

Not applicable. The RFP and resulting agreement does not involve the employment of mechanics or laborers,

### **C.06. Rights to Inventions Made Under Contractual Agreement.**

Vendor agrees that all tangible and intangible work products developed by vendor for or on behalf of Life School and its students at any time during the term of the agreement arising from this RFP are, upon creation, work products made for and the sole property of Life School. If the work products are, under applicable law, not considered work products made for hire, vendor hereby assigns to Life School all worldwide ownership of all rights, including the worldwide intangible legal rights or interests that vendor may have acquired by assignment through the agreement arising from this RFP, in the work products, without the necessity of any further consideration, and Life School can obtain and hold in its own name all such rights to the work products. Vendor agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by vendor for the agreement arising from this RFP, granting Life School rights to any work products. Copies of such agreements shall be provided to Life School promptly upon request.

### **C.07. Clean Air Act and Federal Water Pollution Act.**

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Act, as amended.

### **C.08. Debarment and Suspension Certification; Subsequent Notification.**

C.08.1. The agreement resulting from this RFP is a covered transaction for purposes of the Code of Federal Regulations, Title 2, Part 180 and Part 200. As such vendor is required to verify that none of vendor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

C.08.2. Vendor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 200 and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C.08.3. This certification is a material representation of fact relied upon by Life School. If it is later determined that

vendor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 200, in addition to remedies available to the Texas Education Agency and Life School, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

C.08.4. Vendor agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 200 throughout the period of the agreement resulting from this RFP. Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C.09. Byrd Anti-Lobbying Amendment.

If the agreement resulting from this RFP is for an amount of \$100,000 or more, vendor agrees to file the certification required pursuant to United States Code, Title 31, Section 1352. 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 USC §1352. Each tier shall 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 Life School.

C.10. Procurement of Recovered Materials.

As a political subdivision of the State of Texas, Life School 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. Vendor agrees to comply with applicable law under this paragraph.

C.11. Never Contract with the Enemy.

As a recipient of a federal award(s), Life School is subject to the regulations implementing Never Contract with the Enemy in 2 CFR Part 183. The regulations in 2 CFR Part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Vendor agrees to comply with applicable law under this paragraph.

C.12. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Life School is required, to the greatest extent practicable under a Federal award, to 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). Importantly, Life School is required to include this requirement in all contracts and purchase orders for work or products. Vendor agrees to comply with applicable law under this paragraph.

C.13. Access to Records.

In accordance with 2 CFR § 200.336, vendor agrees that the U.S. Department of Education, the Inspector General of the U.S. Department of Education, the Comptroller General of the United States, the State Auditor's Office, the Texas Education Agency 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 agreement arising from this RFP for 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.

#### A.14. Applicability to Subcontractors.

Vendor agrees that all contracts that it awards pursuant to the agreement arising from this RFP shall be bound by the terms and conditions set forth in this Appendix C.

**AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING.**

*(Last Updated: July 23, 2019)*

**Instruction to bidder:** This form must be completed legibly, either handwritten or typed. A duly authorized representative must sign this form in blue ink. Failure to complete this form pursuant to this and other instruction shall disqualify the bid.

I, the undersigned agent for \_\_\_\_\_ (“Bidder”), certify that I am fully informed regarding the accuracy of the following statements to which I attest to on this form and that the penalties herein are applicable to the company as well as to any person signing on behalf of the company.

- (1) Neither the company nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other bidder or potential bidder to receive any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid or the bid of any other bidder, and further states that no such money or other reward will be hereinafter paid.
- (2) No attempt has been or will be made by this company’s officers, employees, or agents to lobby, directly or indirectly, Life School of Dallas doing business as Life School (“Life School”) Board of Directors (the “Board”) between bid submission date and award by the Life School Board.
- (3) No company officer or stockholder is a member of the staff, or related to any employee of Life School except as noted herein below:

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date Signed