



**REQUEST FOR  
PROPOSAL**

**School Buses  
RFP #062017**

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**401 S Cherry Lane White Settlement, Texas 76108 817-367-5310 Fax: 817-367-1304**

[www.wsisd.com](http://www.wsisd.com)

**SCOPE OF WORK**

The White Settlement Independent School District (WSISD or District) is currently accepting proposals for 10 school buses. Contractor to provide buses for all pupil transportation services District wide. WSISD currently provides the terminal facility and parking area for all buses, including office facilities and other equipment. WSISD is seeking Contractors to provide quotes for buses as specified in this document. The expectation of the vendor is to provide the pricing to the District in a timely, proper manner with that is in the best interest of the District and its students. Responses to this Request for Proposal shall be labeled, sealed and including all the information requested hereafter.

Proposals must be received by the specified date and time at the:

White Settlement ISD  
Administration Building  
Attn: PURCHASING DEPARTMENT  
401 S Cherry Lane  
White Settlement, Texas 76108

WSISD is an educational institution providing quality learning services from Pre-K - 12 within and across three (2) city boundaries. CISD enrollment is approximately 6,800 students, and the District covers approximately 24 square miles.

**SPECIFIC TERMS AND CONDITIONS**

1. This contract is to be awarded to one vendor that is determined to be the best value to White Settlement ISD. White Settlement Independent School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals. WSISD also reserves the right to waive any formalities and/or irregularities, modify the included agreement and to determine the award that is in the best interest of the District.
2. **The District may, if applicable and at its own discretion, determine a short list in order to negotiate and request a best and final offer, or conduct interviews with finalists, if deemed necessary. A thorough review will be performed by the District based on the stated evaluation criteria. Alternative proposals may be considered; however WSISD has a desire to receive proposals based on the criteria contained within this document. If you have proposals outside of these parameters, respond to request as described, and then offer additional or alternative proposals.**  
**All responses & information should be provided in the order and format requested. Any additional information or proposed services shall be provided in a separate tab. Any deviation from this format will be considered in the evaluation.**
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

4. Final evaluation of this RFP will be based on the Texas Educational Code 44.031 (b) per the General Conditions. Evaluation of pricing will be based on Unit Price value to be submitted on the "PRICING SHEET".

Evaluation Criteria	Point Value
Purchase Price	<b>60</b>
Reputation of the vendor and vendor's goods or services	<b>5</b>
Quality of the vendor's goods or services	<b>25</b>
Extent to which the goods or services meet the District's needs	<b>5</b>
Vendor's past relationship with the District	<b>0</b>
Impact of District's compliance with laws and rules relating to Historically Underutilized Businesses	<b>0</b>
Total long-term cost to the District	<b>0</b>
Principal place of business or number of employees in the State	<b>0</b>
Other relevant factors specifically listed in this RFP	<b>5</b>
<b>Total Points</b>	<b>100</b>

**5. Timetable:**

Release RFP	May 11, 2017
Deadline for Questions	May 18, 2017 – 2:00pm CST
Respond to Questions by	May 20, 2017 – 2:00pm CST
Deadline for Submittal of Proposal	May 25, 2017 – 2:00pm CST
Recommendation to Board of Trustees (tentative)	June 20, 2017

6. **Communications:** Contact between vendors and WSISD personnel, Board members, or officials during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact WSISD personnel, Board members, or officials may result in disqualification. All communications shall go through the WSISD Purchasing Department during this competitive process. Questions received and the corresponding answers will be distributed to all proposers. **No verbal responses will be provided.** The deadline for questions about this proposal is stated in the timetable above and WSISD will not respond to questions after said time and date. Responses to questions will be posted in the form of an addendum to this RFP on the [WSISD Purchasing website](#) as stated in the timetable. **The vendors will be responsible for checking the [WSISD Purchasing website](#) for any posted addenda.**

7. **Proposal Submittal:** One (1) original copy of the proposal must be sealed in an envelope clearly marked on the outside with RFP #062017 – SCHOOL BUSES.

8. **Acceptance:** WSISD reserves the right to accept or reject any or all of the proposals submitted, waive minor technicalities, and accept the offer most advantageous to the District. Contract, to awarded vendor, will be based on the determined "Best Value for the District".

9. The District has the right to terminate this contract for convenience, without penalty, if the District fails to appropriate funds, following delivery to the Vendor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

10. Transfer or assignment of contract by vendor is prohibited without express written permission of WSISD. The awarded contractor may not assign or delegate its rights and responsibilities under this Agreement without the prior written permission of WSISD.

11. All invoices must be submitted to WSISD's Business Office, billing address:

White Settlement  
 Attn: Accounts Payable PO  
 Box 150187  
 White Settlement, TX 76108  
 or email invoices to [wsisdinvoices@wsisd.net](mailto:wsisdinvoices@wsisd.net)

If your company uses any other billing address, White Settlement ISD will not be responsible for late payments, service charges, etc. WSISD's purchase order number must be referenced on the invoice. Payment terms will be net 30 after the receipt of invoice(s) for services requested, rendered and approval by Purchasing and the Business Department.

Final invoice must delineate and show sufficient details, it must be clearly understood by the District.

- 12. The White Settlement Independent School District reserves the right to use and duplicate as often as necessary any material that is submitted by the awarded vendor.
  
- 13. Provide WSISD with order information on where purchase orders are to be sent:

_____	
Company Name	
_____	_____
PO/Street Address	Phone Number
_____	_____
City/State/Zip Code	Fax Number

- 14. Provide WSISD with remit information on where payments are to be sent:

_____	
Company Name	
_____	_____
PO Box/Street Address	Phone Number
_____	_____
City/State/Zip Code	Fax Number

- 15. Does your company accept purchase orders by email?

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

If yes, please provide the email address: \_\_\_\_\_

16. **Evidence of Responsibility:** Proposer's responses to questions included in the Questionnaire will be used to evaluate each Proposer's capability to provide proper school buses as required pursuant to this bid. Upon request of WSISD, a Proposer whose proposal is under consideration for award of a contract may be required to submit additional information to support information previously adopted.
17. **Bid Disclosure:**
  - A. All proposals received shall remain confidential until a contract resulting from this proposal is awarded by the WSISD Board, thereafter the proposal shall be deemed a public record. In the event that a proposer desires to claim that portions of its proposal are exempt from disclosure, the proposer must mark such portions as "Confidential and Proprietary" and WSISD may submit such information to the Texas Attorney General for a ruling as to whether the information is exempt from disclosure.
  - B. Until an agreement resulting from this proposal is executed, no employee, agent or representative of any proposer shall make available or discuss its proposal with the press, any elected or appointed official or officer of WSISD, or any employee, agent, or other representative of WSISD, unless specifically allowed to do so in this proposal or in writing by WSISD for the purposes of clarification, evaluation and/or negotiation.
  - C. Proposers shall not issue any news release(s) or make any statement to the news media pertaining to this proposal or any proposal and/or contract or work resulting there from without the prior written approval of WSISD, and then only in cooperation with WSISD.
18. **Contractor's Response to the RFP Questionnaire:** Each Proposer must submit one (1) original copy of the Proposal Questionnaire in Notebook with all questions answered with the Proposal response. This response will be used by WSISD as described during the evaluation and selection process. WSISD may also contact other organizations cited, such as banks and references, to verify that the Proposer's response is accurate. Proposers are hereby advised that WSISD maintains the sole and exclusive right to determine whether or not any Proposer is responsible and can provide school buses as defined herein. WSISD had attempted to provide upfront and accurate information contained in this proposal document. Changes from any previously released proposal documents may have only been done in an attempt to update or provide the best most accurate information available from WSISD.
19. **Forfeiture for Failure to Execute Contract:** In the event that a Proposer is awarded the Contract but fails or refuses to execute an agreement within seven (7) calendar days from the date of notification of award, WSISD may award the Contract to the Proposer whose proposal earned the next highest number of points if that proposal was not eliminated from consideration after the Written Proposal or Site Evaluation stages. WSISD, alternatively at its discretion, may call for a new proposal or may decline to award the contract.
20. Prior to the start of this Agreement, DISTRICT and CONTRACTOR shall cooperatively establish a schedule conforming to the needs of the DISTRICT.
21. Buses shall be brand new 2017 or 2018.
22. Delivery of buses must not be before September 1, 2017 or after October 31, 2017.
23. Buses must conform to School Bus Specifications 2017 for 47 Passenger and 77 Passenger buses per attachment.
24. Bid options on bid specifications separately.
25. White Settlement ISD reserves the right to inspect all buses prior to purchase, before and after an agreement has been reached.
26. It is WSISD's expectation that the vendor will have a proposed fleet that provides safe and efficient delivery of students. The fleet proposed including age as stated above will be considered as part of the evaluation criteria. Please reference the information on equipment in the proposed buses with additional specifications for consideration. It is desired by the District to have all buses air and heat controlled to ensure the safety of our students in the broad range of temperatures in North Texas.

# **Bid Pricing**

The chart below is the desired amount of buses, broken down by size, quantity, and quantity per size. Please list pricing for each separately on both sizes of buses. Alternatives may be considered. WSISD reserves the right to refuse alternatives that are not in the best interest of the District

The following is the number and quantity of buses:

**District provided data**

Number of Buses desired (10)	Bus Passenger Size	
2	47	
8	77	

## **PROPOSAL QUESTIONNAIRE**

To the Contractor:

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

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of the contract.

### **I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION**

#### **A. FIRM**

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

USDOT # \_\_\_\_\_



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

Here at White Settlement ISD as in all other districts, we are now required to adhere to the State's new regulations regarding disclosures.

In accordance with the new Purchasing guidelines as set forth by the state, White Settlement ISD in compliance with State regulations must have a new form filled out by our vendors. Below is the link where new vendors must go to fill out the form and print it out upon completion. Once completed and printed, the form must be notarized and returned to WSISD. The District, in turn, will file the original copy with the State in order to complete the filing. The new form is separate of the Conflict of Interest questionnaire that is currently required. This new Form 1295 will be in addition to this, it will not replace it.

Filing application is at:

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

FAQS are at:

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

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

**WHITE SETTLEMENT INDEPENDENT  
SCHOOL DISTRICT PROPOSER/VENDOR  
CERTIFICATION FORMS**

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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

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**The following provisions are required and apply when federal funds are expended by White Settlement ISD for any contract resulting from this procurement process.**

**White Settlement ISD is the sub grantee or Sub recipient by definition.**

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

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

Does vendor agree? **YES** \_\_\_\_\_ **Initials of Authorized Representative of Vendor**

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

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

Does vendor agree to abide by the above? **YES** \_\_\_\_\_ **Initials of Authorized Representative of Vendor**

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

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

Does vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by White Settlement ISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

**unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Coppel ISD Vendor Certification Forms (EDGAR) Page 3 of 5 Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.**

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by White Settlement ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS**

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Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name/Company Name: \_\_\_\_\_

DUNS # \_\_\_\_\_ Company registered on SAM.gov? Yes \_\_\_\_\_ No \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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**REPRESENTATIONS AND CERTIFICATIONS**

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1. All offers shall be signed by a responsible officer of the company. Failure to sign the Offer may be basis for rejecting the offer. By signing, the officer certifies the accuracy of the following statements.

2. The offeror, by checking the applicable box, represents that:

a. It operates as ( ) a corporation incorporated under the laws of the State of \_\_\_\_\_,  
( ) an individual, ( ) a partnership, ( ) a non-profit organization, or ( ) a joint venture;  
or

b. If the bidder is a foreign entity, it operates as ( ) an individual, ( ) a partnership, ( ) a non-profit organization, ( ) a joint venture, or ( ) a corporation, registered for business in \_\_\_\_\_  
(country).

The State of Texas does not employ a resident preference; however, it does employ a reciprocity rule. Offerors 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.

3. By submitting this offer, the offeror:

- a. Represents that to the best of its knowledge the offeror is not indebted to White Settlement ISD. Indebtedness to the District shall be basis for non-award and/or cancellation of any award or acceptance.
- b. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief, or affiliation, and that it will abide by the Equal Employment Opportunity requirements of the State of Texas and Coppell Independent School District.
- c. Acknowledges that it has read, understands, and agrees to the requirements of the specifications and all other provisions of this solicitation.
- d. Certifies that it has not colluded or attempted to collude with other vendors or merchants in the trade to fix or hold prices above the level attained through a free and competitive market.
- e. Certifies that the owner or operator **has not been** convicted of a felony, except as indicated on a separate attachment to this bid, in accordance with Sec 44.034, Texas Education Code.
- f. Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§\_.36).

\_\_\_\_\_  
Signature of Responsible  
Officer of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position Title

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**FELONY CONVICTION NOTICE**

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**“THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION”**

State of Texas Legislative Bill No. 1 (1995), 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.”

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

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

AUTHORIZED OFFICER OF COMPANY: \_\_\_\_\_

A. My firm is a publicly held corporation; therefore, this 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(s) of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

**1** Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

Yes       No

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

Yes       No

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

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_

Signature of person doing business with the governmental entity

\_\_\_\_\_

Date

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <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.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		

or

Employer identification number									
				-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

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

#### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### 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? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## School Bus Specifications 2017

**Passenger Size: 47 Passenger, Conventional Style, with Wheelchair Lift**  
**Quantity: 1 DIESEL**

Bus must meet or exceed all current State of Texas Specifications for School Buses as published by the Texas Department of Public Safety specified under Transportation Code Title 7, Chapter 547.7015, Education Code 34.002 and Texas Administrative Code, Title 37, Part 1, Chapter 14

1. Bus to be compliant with all current State of Texas EPA Engine Standards.
2. Diesel Engine, in-line six cylinders, rated 240 horsepower minimum.
3. Automatic transmission.
4. Minimum 270 ampere alternator.
5. Minimum 60 gallon fuel tank.
6. Air brakes with Bendix AD-9 or AD-IP air dryer.
7. Batteries, Group 31, three (3) required with rollout tray.
8. Rooftop strobe light.
9. White roof.
10. Passenger and rear windows to be dark tint at 20% and driver window and entrance door glass to have light green tint.
11. School Name Lettering: " I.S.D" on each side of bus.
12. LED Loading lights (both red and amber lights) to be strobe style. Must include master switch located easily accessible to driver.
13. Stop arm to include LED lights must be air operated.
14. Two (2) fans with rocker style switch for each fan on driver console. Fans to be mounted upper center and upper left.
15. Minimum 77 inch headroom measured at center of passenger aisle.
16. Flat floor design with 5/8 inch treated plywood subfloor.
17. Intermittent windshield wipers with wet arm washers.
18. Front heater/defroster to be minimum 90,000 BTU. Rear heater to be minimum 70,000 BTU and must include heater water pump.
19. Roof hatches (2) to be specialty low profile design.
20. Entrance door to have vandal lock, key style. Same lock must be used for all buses. Rear emergency door to have slide bolt style vandal lock with ignition interlock, which prevents bus from starting if vandal lock is engaged.
21. LED Lights for rear turn, brake, back up warning, marker and boarding

22. Driver seat to be air style, with adjustable lumbar support. Driver seat belt to include height adjustable integrated shoulder strap and lap belt.
23. Angel Trax Digital video camera system is to be the Model HDX. Four color digital Cameras to have built-in Infrared and built-in Noise Microphones and be vandal proof. Packing must include all cables and wiring. System must be capable of downloading directly to desk top on any Window based System.
24. Passengers seats must gray fire block material including barrier and modesty panel. First two rows of seats include integrated 5 point child restraint positions rest of the seats include lap belts. Last four left and last two right seats are track mounted to cover three wheelchair positions.
27. Tires to be 225/70R22.5
28. Bus to be equipped with Ricon wheelchair lift, mounted on rear right side of bus with a lift door. Wheelchair lifts to have minimum 34 x 54 inch wide platform. Four Q'Straint wheel chair securement systems.
29. Vendor must supply detailed floor plan with quote.
30. Acoustic headlining throughout entire bus.
31. Two (2) rows of dome lights. Driver dome light to operate separate from the passengers dome light and to work without key ignition.
32. Bus to be equipped with air conditioning front and rear with dual compressors.
33. DOT inspections to be completed on buses.
34. Power Outlet: Accessory Power Socket W/Cap located on Drivers Switch Panel
35. AM/FM Radio/CD/PA system with minimum 4 speakers.
36. Crossing Arm/Gate

**OPTIONAL PRICE QUOTES:**

1. Mobile two-way radio to be compatible with MOTOTRBO XPR 5350 uhf 40 watt, 4 channel all standard mounting accessories, microphone and antenna. Must be GPS capability, and programmed to ISD frequencies:

Channel #1 Main Chanel:                      Receive: TBA                      Transmit: TBA

Channel #2 Talk Around (Bus to Bus)

2. Three point seat belts.

## School Bus Specifications 2017

### **Passenger Size: 77 Conventional Styles, Route Buses**

#### **Quantity: 1 DIESEL**

Bus must meet or exceed all current State of Texas Specifications for School Buses as published by the Texas Department of Public Safety specified under Transportation Code Title 7, Chapter 547.7015, Education Code 34.002 and Texas Administrative Code, Title 37, Part 1, Chapter 14.

1. Bus to meet or exceed all current State of Texas EPA Engine Standards.
2. Diesel Engine, in-line six cylinders, rated 240 horsepower minimum.
3. Automatic transmission.
4. Minimum 270 ampere alternator.
5. Minimum 100 gallon fuel tank
6. Air brakes with Bendix ad-9 or AD-IP air dryer.
7. Batteries, Group 31, three (3) required with rollout tray.
8. Rooftop strobe light.
9. White roof.
10. Passenger and rear windows to be dark tint at 20 % and driver window and entrance door glass to have light tint.
11. Gray fire block material passenger's seats, barriers and modesty panels.
12. School Name Lettering: "I.S.D." on each side of bus.
13. Loading lights (both red and amber lights) to be LED strobe style, must include master switch located easily accessible to driver.
14. Stop arm to include strobe LED lights to be Air.
15. Air operated entrance door.
16. Two (2) fans with rocker style switch for each fan on drivers console. Fans to be mounted upper center and upper left.
17. Minimum 77-inch headroom measured at center of passenger aisle.
18. 5/8-inch treated plywood sub floor.
19. Intermittent windshield wipers with wet arm washers.
20. Front heater/defroster to be minimum 90,000 BTU. Rear under seat heater to be minimum 50,000 BTU and must include heater water pump.
21. Roof hatches (2) to be Specialty low profile design.

22. Entrance door to have vandal lock, key style. Same lock must be used for all buses. Rear emergency door to have slide bolt style vandal lock with ignition interlock which prevents bus from starting if vandal lock is engaged.
23. AM/FM Radio/CD/PA system with minimum 8 speakers.
24. LED Lights for rear turn, brake, back up warning, marker and boarding
25. Driver seat to be air style, with adjustable lumbar support. Driver seat belt to include height adjustable integrated shoulder strap and lap belt.
26. Angel Trax Digital video camera system is to be the Model HDX. Four color digital Cameras to have built-in Infrared and built-in Noise Microphones and be vandal proof. Packing must include all cables and wiring. System must be capable of downloading directly to desk top on any Window based System.
27. Service manual, driver operations manual, and parts manual to be included.
28. DOT inspection to be included on new buses.
29. Tires to be 11R x 22.5.
30. Acoustic headlining throughout the bus.
31. Two rows of dome lights. Drivers dome light to be operated with separate switch from passenger dome light, and to work without key in ignition.
32. Power Outlet: Accessory Power Socket W/Cap located on Drivers Switch Panel
33. Air conditioning at front and rear with dual compressors.
34. Crossing Arm/Gate

### **OPTIONAL PRICE QUOTES:**

1. Outside under carriages both right side and left side of bus.
2. Three Point Seat Belts
3. Overhead Driver Storage Box
4. Mobile two-way radio to be compatible with MOTOTRBO XPR 5350 uhf 40 watt, 4 channel all standard mounting accessories, microphone and antenna. Must be GPS capability, and programmed to ISD frequencies:

Chanel 1 –Main Chanel: Receive: TBA Transmit: TBA  
Chanel 2 – Talk around (bus to bus)