

BIDDER INFORMATION MATERIALS
BID # 18 -02 - SUPPLY SCHOOL BUSESSES

I. GENERAL SCOPE

On an alternate bid basis, the Pike Road Board of Education (“Board”) is seeking prices for the successful supplier(s) (“Supplier”) to furnish the categories and types of new and used school buses (collectively, “Busses”) to the Board that are described below in the Specifications. The respective requirements for these categories are also set forth below.

II. SPECIFICATIONS

A. NEW BUSESSES

1. Bidders shall enter their bid(s) for the following two (2) categories/types of New Buses on the appropriate pages of **Exhibit A** (the Bid Response Form):

New Bus Category #1. One or more New 72 Passenger, Type C Bus Model 2019 or Newer bus(ses) meeting the following specifications (the “New 72 Passenger Bus”):

Shall meet minimum Federal and State of Alabama Standards in effect as of May 01, 2018.

2019-year model or Newer Type C 72 Passenger School Bus.

Exception: No exception

Engine: Cummins ISB 6.7 liter Diesel; minimum of 220HP, In-Line Six Cylinder, minimum of 600 ft. lbs. of torque; VGT Turbo brake. Engine warrantied for a minimum of 5 years, 100,000 miles.

Exception: _____

Transmission: Allison PTS 2500, 6-speed, with first factory fill Allison approved synthetic fluid. Transmission warrantied for a minimum of 7 years, unlimited miles.

Exception: _____

Air Conditioning: 126,000 BTU; factory installed MCC; front and rear in-wall evaporators.

Exception: _____

Heater: 90,000 BTU heater/defroster and 50,000 BTU under rear seat heater with kick protection.

Exception: _____

Axels & Suspension: Front: 10,000 lbs.; Rear: air ride, 21,000 lbs.; petroleum lubricated bearings.

Exception: _____

Brakes: Air brake compressor 18.7 CFM; 5" front and 7" rear. Drain valve located in battery box for easy access.

Exception: _____

Tires & Wheels: 22.5" x 8.25" steel front and back, painted black; Hankook or equivalent tires;

Exception: _____

Fuel Tank: 100 gallon, mounted between frame rails; locking door.

Exception: _____

Tow Hooks: Two front and two rear, all frame mounted.

Exceptions: _____

Alternator: Minimum 12-volt; 270-amp

Exception: _____

Batteries: Minimum of two (2) batteries; minimum of 1850 CCA; master cut-off switch in battery box; locking battery door.

Exception: _____

Camera System: Seon 8-Camera System; installed so as to be able to view between as many seats as possible (four mounted mid bus), one mounted at windshield facing forward, one aft-mounted viewing stop arm, one mounted behind driver viewing load and unload, one viewing driver area.

Exception: _____

PA system: No radio; interior speakers running length of bus; exterior speaker fastened behind front grill.

Exceptions: _____

Instrument Panel: Gauges to include cruise control, speed rpm, trip meter, voltmeter, low air warning, tachometer, hour meter, diagnostic instrument panel for body and chassis electrical system. Low oil pressure and coolant temperature warning.

Exception: _____

Lights: Exterior – long life halogens, easy replaceable bulbs throughout. Interior – LED dome lights (drivers dome light on separate switch); One 6" metal protected, auxiliary fan installed for driver.

Exception: _____

Entrance Door: Air operated; control switch on RH side of driver; vandal lock; exterior handle.

Exception: _____

Headroom: Minimum headroom 77" at the aisle.

Exception: _____

Insulation: Minimum of 2” thick blanket-type polyester insulation mounted in ceiling; sound deadening, perforated acoustical panels in driver’s area and first window section.

Exception: _____

Child Check System: Factory installed with shut-off switch located at back bulkhead.

Exception: No exception

Pre-Trip Inspection System: Factory installed

Exception: _____

Keys: All busses keyed alike.

Exception: _____

Body: Factory built to as to prevent shifting

Exception: _____

Rub Rails: Four per side; fully painted black; attached to body without cuts or splices.

Exception: _____

Paint: Chassis frame, bumpers, wheels, and full length of rub rails painted black

Exception: _____

Exterior Mirrors: Rosco-type heated and remote controlled rearview mirrors; heated cross view mirrors.

Exception: _____

Storage Compartment: Installed over driver window to house DVR and other personal or route essential items; lockable.

Exception: _____

Floors: Plywood floor; Heavy duty, black rubber floor covering.

Exception: _____

When preparing their bid, bidders will state the unit price for this New 72 Passenger, Type C Bus (“Unit Price for New 72 Passenger Bus”) and provide the requested information for it on that page in Exhibit A titled “Alternate Bid No. 1.” This Unit Price includes all freight, delivery, and all other costs incurred by the Supplier to comply with the conditions, obligations and specifications of supply stated herein for each such unit.

NOTE: The Unit Price for New 72 Passenger Bus will remain effective for one year from date of award and Board may purchase such Bus(es) of this type at that price during that period; provided the Board has an option to purchase additional such Bus(es) of this type for up to four (4) additional years from date of award with written agreement from both

parties. In the event the parties reach agreement for supply of a New 72 Passenger Bus(es) in year 4 an escalation of the Unit Price for this type of no more than 2% will be allowed in year four with proper supporting documentation from manufacturer describing the reason for the increase.

and

New Bus Category #2. One or more New 54 Passenger, Type C, Model 2019 or Newer bus(es) meeting the following specifications (the “New 54 Passenger SN Bus”):

Shall meet minimum Federal and State of Alabama Standards in effect as of May 01, 2018.

2019-year model or Newer Type C 54 Passenger School Bus.

Exception: No exception

Engine: Cummins ISB 6.7 liter Diesel; minimum of 220HP, In-Line Six Cylinder, minimum of 600 ft. lbs. of torque; VGT Turbo brake. Engine warrantied for a minimum of 5 years, 100,000 miles.

Exception: _____

Transmission: Allison PTS 2500, 6-speed, with first factory fill Allison approved synthetic fluid. Transmission warrantied for a minimum of 7 years, unlimited miles.

Exception: _____

Air Conditioning: 126,000 BTU; factory installed MCC; front and rear in-wall evaporators.

Exception: _____

Heater: 90,000 BTU heater/defroster and 50,000 BTU under rear seat heater with kick protection.

Exception: _____

Axels & Suspension: Front: 10,000 lbs.; Rear: air ride, 21,000 lbs.; petroleum lubricated bearings.

Exception: _____

Brakes: Air brake compressor 18.7 CFM; 5” front and 7” rear. Drain valve located in battery box for easy access.

Exception: _____

Tires & Wheels: 22.5” x 8.25” steel front and back, painted black; Hankook or equivalent tires;

Exception: _____

Fuel Tank: 100 gallon, mounted between frame rails; locking door.

Exception: _____

Tow Hooks: Two front and two rear, all frame mounted.

Exceptions: _____

Alternator: Minimum 12-volt; 270-amp

Exception: _____

Batteries: Minimum of two (2) batteries; minimum of 1850 CCA; master cut-off switch in battery box; locking battery door.

Exception: _____

Camera System: Seon 8-Camera System; installed so as to be able to view between as many seats as possible (four mounted mid bus), one mounted at windshield facing forward, one aft-mounted viewing stop arm, one mounted behind driver viewing load and unload, one viewing driver area.

Exception: _____

PA system: No radio; interior speakers running length of bus; exterior speaker fastened behind front grill.

Exceptions: _____

Instrument Panel: Gauges to include cruise control, speed rpm, trip meter, voltmeter, low air warning, tachometer, hour meter, diagnostic instrument panel for body and chassis electrical system. Low oil pressure and coolant temperature warning.

Exception: _____

Lights: Exterior – long life halogens, easy replaceable bulbs throughout. Interior – LED dome lights (drivers dome light on separate switch); One 6” metal protected, auxiliary fan installed for driver.

Exception: _____

Entrance Door: Air operated; control switch on RH side of driver; vandal lock; exterior handle.

Exception: _____

Headroom: Minimum headroom 77” at the aisle.

Exception: _____

Insulation: Minimum of 2” thick blanket-type polyester insulation mounted in ceiling; sound deadening, perforated acoustical panels in driver’s area and first window section.

Exception: _____

Child Check System: Factory installed with shut-off switch located at back bulkhead.

Exception: No exception

Pre-Trip Inspection System: Factory installed

Exception: _____

Keys: All busses keyed alike.

Exception: _____

Body: Factory built to as to prevent shifting
Exception: _____

Rub Rails: Four per side; fully painted black; attached to body without cuts or splices.
Exception: _____

Paint: Chassis frame, bumpers, wheels, and full length of rub rails painted black
Exception: _____

Exterior Mirrors: Rosco-type heated and remote controlled rearview mirrors; heated cross view mirrors.
Exception: _____

Storage Compartment: Installed over driver window to house DVR and other personal or route essential items; lockable.
Exception: _____

Floors: Plywood floor; Heavy duty, black rubber floor covering.
Exception: _____

Seats: FMVSS approved seats; first two (2) seats on each side to have Integrated Child Safety Seats and lap/shoulder belts; two (2) STAR seats with lap/shoulder belts mounted over each wheelchair position; all remaining seats to have lap/shoulder belts.
Exceptions: _____

Lift: on right side; one (1) wheelchair position to be on driver side, close to lift; one (1) wheelchair position to be on passenger side close to lift. (Provide floorplan/sketch of bus with bid for confirmation of wheelchair positions.)
Seating over wheelchair positions.
Exception: _____

When preparing their bid, bidders will state the unit price for this New 54 Passenger SN Bus (“Unit Price for New 54 Passenger SN Bus”) and provide the requested information for it on that page in Exhibit A titled “Alternate Bid No. 2.” This Unit Price includes all freight, delivery, and all other costs incurred by the Supplier to comply with the conditions, obligations and specifications of supply stated herein for each such unit.

NOTE: The Unit Price for New 54 Passenger SN Bus will remain effective for one year from date of award and Board may purchase such Bus(es) of this type at that price during that period; provided the Board has an option to purchase additional such Bus(es) of this type for up to four (4) additional years from date of award with written agreement from both parties. In the event the parties reach agreement for supply of a New 72 Passenger Bus(es) in year 4, an escalation of the Unit Price for this type of no more than 2% will be allowed in year 4 with proper supporting documentation from manufacturer describing the reason for

the increase.

2. Other Specifications for New Busses.

a. All units must meet or exceed all federal and state specifications for school busses.

b. With its bid each proposed supplier must provide a copy of the manufacture ISO: 9001 Certificate for each New Bus it proposes to supply.

c. Each New Bus(ses) shall have a manufacturer's warranty against defects in parts and workmanship of the following nature:

- Engine: 5 years/100,000 miles
 - Bumper-to-Bumper warranty of minimum one year – If coverage on the New Bus extends more than one year, please specify its length/mileage limitation in your Bid Response
- Drivetrain: 4 years/unlimited mileage
- Transmission : 7 years/unlimited mileage; Electronic components (5 year towing)
- Towing (other than engine and transmission): 6 months
- On-Site Warranty work response within 72 hours of call

Bidders shall state any exceptions to these Manufacturer Warranty requirements on a separate page that is attached to their bids, and the Board reserves to right to evaluate and accept those exceptions if it deems those in its overall economic interest.

d. Each New Bus(ses) preferably will be delivered to the Board's Central Office by July 1, 2018, but on or about July 31, 2018. Supplier is responsible for all costs of freight and delivery.

e. Each New Bus must be delivered to the Board in fully operational and serviced condition such that it is immediately ready for use by the Board. Supplier is responsible all costs of preparing the Bus for delivery and operation. These responsibilities include, but are not limited to, Supplier having taken all actions required by the Alabama Department of Education for annual inspection and certification for operation for the 2018-19 school year, as well as future school years (if additional New Bus(ses) are purchased in a subsequent year)..

f. Title and risk of loss for each Bus will not pass to the Board until that Bus is accepted by the Board at its Central Office. The Board may refuse to accept any Bus that has not been inspected and certified for operation for the 2018-19, and each subsequent school year (if additional Bus(ses) are purchased in a subsequent year) pursuant to the regulations of the Alabama Department of Education.

B. USED BUSSES

1. Bidders shall enter their bid(s) for the following four (4) categories/types of Used Busses on the appropriate pages of **Exhibit A**, the Bid Response Form.

Used Bus Category #1. A Lot of eleven (11) used 2016-model year,

Type C, 72 passenger busses have mileage not greater than 60,000 miles, and are equipped with a multi-camera video surveillance system and air conditioning, OR same number of functionally equivalent busses made by another manufacturer having like age, mileage and other operating characteristics and features (hereinafter the “Lot of 11 Used 2016 Busses”). When preparing their bid, bidders will state the total price for this Lot of 11 Used 2016 Busses, and provide the requested information for each bus in that Lot on that page in Exhibit A titled “Alternate Bid No. 3 - Lot of 11 Used 2016 Busses”. This price includes all freight, delivery, and all other costs incurred by the Supplier to comply with the conditions, obligations and specifications of supply stated herein for each Bus in this Lot; and

Used Bus Category #2. A Lot of five (5) used 2017-model year, Type C, 72 passenger busses have mileage not greater than 60,000 miles, and are equipped with a multi-camera video surveillance system and air conditioning (hereinafter the “Lot of 11 Used 2017 Busses”). When preparing their bid, bidders will state the total price for this Lot of 11 Used 2017 Busses, and provide the requested information for each bus in that Lot on that page in Exhibit A titled “Alternate Bid No. 3 - Lot of 11 Used 2017 Busses”. This price includes all freight, delivery, and all other costs incurred by the Supplier to comply with the conditions, obligations and specifications of supply stated herein for each Bus in this Lot; and

Used Bus Category #3. One Used 2016 Type A Special Needs Bus with wheelchair lift, seating for minimum 20 passengers plus 2 wheelchairs and mileage not in excess of 60,000 miles (the “Special Needs Used 2017 Bus”). When preparing their bid, bidders will state the price for this First Special Needs Used 2016 Bus and provide the requested information for it on that page in Exhibit A titled “Alternate Bid No. 4”. This price includes all freight, delivery, and all other costs incurred by the Supplier to comply with the conditions, obligations and specifications of supply stated herein for such unit; and

Used Bus Category #4. One 2005 Type A Special Needs Bus with wheelchair lift and seating for minimum 13 passengers plus 2 wheelchairs (the “Special Needs Used 2005 Bus”). When preparing their bid, bidders will state the price for this Bus and provide the requested information for it on that page in Exhibit A titled “Alternate Bid No. 5”. This price includes all freight, delivery, and all other costs incurred by the Supplier to comply with the conditions, obligations and specifications of supply stated herein for such unit.

2. Other Specifications for Used Busses.

- a. All units must meet or exceed all federal and state specifications for school busses.

b. With its bid each proposed supplier must provide a copy of the manufacturer ISO: 9001 Certificate for each Used Bus it proposes to supply.

c. Supplier shall state on the applicable pages on Exhibit A whether the Used Busses they propose to supply remain covered by a manufacturer's warranty against defects in parts and workmanship, and, if so, specify the nature and remaining period of that coverage.

d. Each Used Bus(es) preferably will be delivered to the Board at its Central Office location by June 1, 2018, but no later than July 1, 2018. Supplier is responsible for all costs of freight and delivery.

e. Each Used Bus must be delivered to the Board in fully operational and serviced condition such that it is immediately ready for use by the Board. Supplier is responsible all costs of preparing the Bus for delivery and operation. These responsibilities include, but are not limited to, Supplier having taken all actions required by the Alabama Department of Education concerning annual inspection and certification for operation for the 2018-19 school year.

g. Title and risk of loss for each Bus will not pass to the Board until that Bus is accepted by the Board at its Central Office. The Board may refuse to accept any Bus that has not been inspected and certified for operation for the 2018-19 school year pursuant to the regulations of the Alabama Department of Education.

h. Vehicle Records. As to all Used Busses, if requested by Board following the submission of bids, each bidder agrees to furnish the Board the original invoice for each vehicle, and all records, logs, reports, information and documents (whether created or maintained in electronic, written or other form) that it has created, maintained and are in its possession concerning the service, maintenance or repair history (collectively the "Vehicle Records") for each such Bus that the bidder proposes to supply. The Board may consider these Vehicle Records in determining which bid is most economically advantageous to it.

C. MISCELLANEOUS

a. Exemption from Sales and Use Tax. The Board is exempt from sales and use tax under Alabama law. The proposed prices that a bidder states on Exhibit A should not include sales or use tax.

b. Tax Exempt Financing. As a political subdivision of the state, the Board is eligible for, and is seeking tax exempt financing to secure the funds needed to purchase the Busses. If the bidder offers such tax-exempt financing through an affiliated company or this type financing is otherwise available to it through a third party, the supplier shall state these financing terms on Exhibit C titled "Special Tax Exempt Financing". Bidders are not required to complete this Exhibit C or offer this financing to be eligible for an award, and the Board may elect to finance its acquisition of the Busses through any financier of its own choosing who offers tax-exempt or other alternative financing for the contemplated purchases.

c. Award(s) Not Based Solely on Lowest Price. Bidders are advised and understand that the Board will not necessarily make an award(s) to purchase a category or type of Bus(es) based solely on lowest price. Instead, it will determine which bid(s) are most economically favorable to it based on not only price, but also consider such other factors as

financing costs (see subsection (b) above), the availability and terms of product warranties and other pertinent factors.

d. Contract/Contract Documents. As used herein, the term “Contract” refers to the written agreement between the Board and the successful Contractor for the performance of the Contract. The Contract includes all the following documents: Invitation for Bids; Specifications and other sections or provisions in the Bidder Information Materials (including, without limitation, Exhibit A - Bid Response Form and Exhibit B – Bidder Qualification Form, collectively the “Contract Documents”). The Board will not ask the successful Supplier(s) to execute any particular form of agreement. By submitting a bid(s) and accepting an award(s), unless otherwise agreed or the Board accepts a bid exception(s), the successful Supplier(s) agrees to comply with all Specifications and perform its obligations and responsibilities in these Bidder Information Materials. Unless expressly agreed by Board in writing, no terms that Supplier may include with any invoice, agreement or other writing it submits to the Board with respect to contemplated transactions shall be effective or modify those in the Contract.

e. Immigration Law Compliance. Supplier represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an “unauthorized alien,” as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the “Act”) and that, during the performance of this Contract, it shall participate in the E-Verify program as required under the terms of the Act; (b) it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement with or obtaining an affidavit from such contractors providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; and (c) it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act. The Supplier further agrees and warrants that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, in its hiring and employment practices, and that if it receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from performing the Contract or premises of the Board and shall require each of its contractors, or other parties with whom it has a contract, to act in a similar fashion. If Supplier violates any term of this paragraph, this Contract will be subject to immediate termination by the Board. To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless the Board from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to its failure to fulfill its obligations contained in this paragraph.

(h) As contemplated in Ala. Code § 41-16-5 (1975), the Supplier represents and agrees that, by entering the Contract is awarded to it, it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

(i) No Subcontracting or Assignment without Consent. Without the written consent of the Board, which may be withheld for any reason, the Supplier may not assign the Contract to any third party or retain or subcontract with another entity to assist the Supplier to perform its obligations in this Contract.

(k) The Contract is made only for the benefit of the Board and Supplier. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any

third party.

(l) Dispute Resolution. The parties will use their good faith efforts to resolve any dispute or claim between them arising from the performance or failure to perform their respective obligations under this Contract (a "Dispute"). In the event they are unable to amicably resolve a Dispute, it will be escalated to the senior manager/official level of each party for consideration. If the Dispute cannot be resolved at the senior official level, either party may request that the Dispute be mediated.

(m) The Contract may be amended or modified only by written instrument signed by both parties.

(n) Any forbearance or delay on the part of the Board in enforcing any of its rights under this Contract shall not be construed as a waiver of those rights. No terms of this Contract shall be waived by the Board unless expressly waived in writing.

(o) Applicable Law. The meaning, legal effect, and enforcement of terms and provisions of the Contract and the resolution of any disputes arising thereunder or relating thereto shall be governed by the laws of the State of Alabama, except to the extent otherwise required by applicable conflict-of-law principles.

III. PRE-BID INQUIRIES

Specific questions about this, the Specifications or bid materials should be directed in writing to Dustin Daehn at dustin.daehn@pikeroadschools.org at least two (2) business days before the bid opening date. Mr. Daehn will respond to those inquiries no later than one (1) business day before the bid opening date.

The Board will not conduct a Pre-Bid Conference in connection with this Bid.

IV. MINIMUM QUALIFICATIONS/REQUIREMENTS FOR AWARD

The Board only will consider bids from bidders, and award the Contract to the Supplier(s) that meets the following requirements:

a. The successful Supplier must provide evidence that it has at least five (5) years' experience supplying School Busses like those contemplated in the Contract. Each bidder should provide information evidencing the satisfaction of this qualification on Exhibit B (the Bidder Qualification Form) and return that Form with its Bid.

b. The Supplier must possess all applicable and required licenses to perform the Contract, including, but not limited to, a business license issued by the Town of Pike Road.

c. The Bus(es) that Supplier proposes to supply must be capable of being serviced by a dealer or repair center who (i) offers manufacturer-authorized service (for warranty and customer pay work) and parts for those Bus(es) and (ii) has permanent facilities are located within 100 miles of the Board's Central Office (a "Bus Service Provider"). Each bidder should provide information on Exhibit B evidencing the name and address of each such Bus Service Provider.

d. The supplier shall have a history of performing contracts without experiencing a pattern of disputes with its customers. Information regarding this qualification and your history of dealing with disputes with customers should be submitted on the enclosed Bidder Qualifications Form.

e. Each bidder shall include a bid bond or cashier's check payable to Pike Road Board of Education in the amount of 5% of the bid(s), or \$10,000, whichever is greater, when submitting their bids.

V. PROCESS FOR AWARD OF CONTRACT

1. The Board will award the contemplated Contract to a responsive and responsible Supplier(s) that, considering all costs and benefits to the Board associated with its the subject Busses, has submitted the bid(s) that is/are most economically advantageous to it. Factors that the Board will consider in making this determination include, but are not limited to, prices for those Busses, financing costs to acquire the respective Bus(es) (including the value of consideration of tax exempt that the successful supplier offers), availability and terms of manufacturer warranties, and all other economic considerations related to the purchase.

2. To be considered for an award(s), a bidder is not required to submit a bid to supply all categories/types of Busses specified by the Board or submit Alternate Bids on Exhibit A for all those categories/type Busses.

3. The Board intends to independently consider the bids on Exhibit A on a Category by Category basis. It reserves the right to reject all submitted bids, to award a Contract for less than all of the Categories of Busses for which bids are solicited, or to award a contract for all the Categories of Busses for which it has solicited bids. The Board also may make awards to multiple Suppliers.

4. The Board reserves the right to reject a bid from any potential supplier (s) that has not satisfactorily or faithfully performed or completed previous contracts for the Board or other similarly situated customers that are of a nature similar to that contemplated in this Bid, or does not demonstrate the financial resources sufficient to perform the Contract.

5. In determining the supplier(s) to whom to make an award(s), the Board also reserves the rights to:

(a) reject the proposal of any bidder which, based on the Board's investigation, is not in a position or does not have the resources to satisfactorily and timely perform the Contract;

(b) reject the proposal of any bidder who cannot demonstrate to the satisfaction of the Board its fitness to meet and perform the Contract requirements;

(c) reject the proposal of any bidder who is in arrears or in default to the Board upon any prior contract or transaction;

(d) disqualify a response because it is not complete or the bidder failed to provide information requested in the Bidder Information materials; and

(e) reject any irregular bid. A bid may be considered irregular if, by way of example, it indicates any omissions, unusual alterations, or addition of conditions not contemplated in the Contract Documents. The Board also reserves the right to waive irregularities and technicalities in submitted bids and make the award that is in the best interest of the Board.

6. After the Bid opening, the Board may require a period of up to ten (10) days to review the submissions. During this period the Board may request bidders to provide supplementary information, contact them to clarify matters stated in their submissions and contact any persons having information that is pertinent to the award of the Contract.

7. The Board anticipates that it will make the award(s) to the successful Supplier(s) at its next Board meeting following the Bid opening and its review period, or as soon thereafter as is reasonably possible.

8. After making the award, the Board will require that the successful Supplier(s) satisfy any outstanding conditions of the award within ten (10) days after date of notice of the award. If the successful Supplier(s) fails to take those actions, it shall be considered to have abandoned its proposal, and its bid(s) shall be deemed to have been withdrawn and any bid bond or security it may have provided shall be forfeited. The submission of a bid by any bidder shall be considered as acceptance of these provisions by them.

IV. INSTRUCTIONS FOR SUBMITTING BIDS

1. To be considered for the award, an interested supplier must submit its bid no later than May 10, 2018 at 10:00 A.M. The bidder is responsible for delivering, mailing or making arrangements so that its bid is actually received on or before that time at the following address: Pike Road Schools Board of Education, 500 Avenue of Learning, Pike Road, AL 36064

2. Bids and other materials submitted should be typewritten or in ink. Bids submitted in pencil or faxed to the Board will not be accepted.

3. On the envelope containing its bid, the bidder shall clearly mark "SEALED BID – OPEN ONLY AT BID OPENING FOR BID # 18-02 - SUPPLY SCHOOL BUSES" and state the time/date of the bid opening.

4. Bids shall be entered on the Bid Response Form attached as **Exhibit A**.

5. In preparing its bid, Contractor should consider that the Board is exempt from Federal Excise Tax, or State Sales or Use Taxes.

6. Each bidder must complete and return the following with its bid:

- (a) two copies of the fully completed, signed and notarized Bid Response Form (see Exhibit A);
- (b) two (2) copies of the fully completed, signed and notarized Bidder Affidavit and Warranty; this document is included in Exhibit A.
- (c) a completed, signed and notarized Exhibit B, the Bidder

Qualification Form; and

- (d) a bid bond or cashier's check payable to Pike Road Board of Education in the amount of 5% of the bid(s), or \$10,000, whichever is greater.

7. Bids may not be withdrawn after submission without the consent of the Board or except as allowed by applicable law.

EXHIBIT A - BID RESPONSE FORM
BID # 18- 02 - SUPPLY SCHOOL BUSES

Below are the bid(s) by the undersigned to supply the respective types of Buses and fulfill the other obligations of the Specifications and Contract for this Bid. The undersigned submits this Form in response to the Invitation for Bids for this Bid. The Board may use the address and contact information below for its communications with the undersigned bidder. The undersigned has read and understands the Specifications, Contract Documents and other conditions for the award of the contemplated Contract(s), and, except as may be listed below, submits its bid(s) and agrees to perform its obligations in accordance with those Specifications and other requirements in the Bidder Information materials.

Alternate Bid No. 1 - New Bus Category #1 - New 72 Passenger Bus *

Category/Type/Quantity	Unit Price per Bus (in \$)
One or more New 72 Passenger Bus(es) Model 2019 or Newer	\$ _____

* Notes:

See Section II A of the Specifications in the Bidder Information Materials for requirements concerning Alternate Bid No. 1 and the New 72 Passenger Bus.

Alternate Bid No. 2 - New Bus Category #2 - New 54 Passenger SN Bus *

Category/Type/Quantity	Unit Price per Bus (in \$)
One or more New 54 Passenger SN Bus(es) Model 2019 or Newer	\$ _____

* Notes:

See Section II A of Specifications in the Bidder Information Materials for requirements concerning Alternate Bid No. 2 and the New 54 Passenger SN Bus.

Alternate Bid No. 3 - Used Bus Category #1 - Lot of 11 Used 2016 Busses *

Category/Type/Quantity	Total Price for Entire Lot of all 11 Used 2016 Type C 72 Passenger Busses (in \$)
Lot of Eleven (11) Used 2016 Type C 72 Passenger Busses	\$ _____

* Notes:

As noted in the Specifications, each of the 11 Used Busses in this Lot shall not have mileage greater than 60,000 miles, and shall be equipped with a multi-camera video surveillance system and air conditioning. See Section II B of Specifications in the Bidder Information Materials for requirements concerning Alternate Bid No. 3 and this Lot of 11 Used 2016 Busses.

On the Table below Bidder shall provide the requested information concerning each of the Busses in the Lot of 11 Used 2016 Busses that it proposes to supply. In the column of the Table marked "Remaining Warranty Coverage" please state the remaining period of any manufacturer warranty against defects in workmanship or parts that remains in place for the subject vehicle and summarize the nature and extent of that remaining manufacturer warranty coverage.

**Details for Each Bus in Lot of 11 Used 2016 Type C 72 Passenger
Busses that Bidder Proposes to Supply**

VEHICLE/UNIT	VIN NUMBER	MILEAGE (as of bid date)	REMAINING WARRANTY COVERAGE (use additional page if more space is needed)
1. 2016 TYPE C 72 Passenger			
2. 2016 TYPE C 72 Passenger			
3. 2016 TYPE C 72 Passenger			
4. 2016 TYPE C 72 Passenger			
5. 2016 TYPE C 72 Passenger			
6. 2016 TYPE C 72 Passenger			
7. 2016 TYPE C 72 Passenger			
8. 2016 TYPE C 72 Passenger			
9. 2016 TYPE C 72 Passenger			
10. 2016 TYPE C 72 Passenger			
11. 2016 TYPE C 72 Passenger			

Alternate Bid No. 4 - Used Bus Category #2 - Lot of 5 Used 2017 Type C 72 Passenger Buses *

Category/Type/Quantity	Total Price for Entire Lot of all 5 Used 2017 Type C 72 Passenger Buses (in \$)
Lot of Five (5) Used 2017 Type C 72 Passenger Buses	\$ _____

* Notes:

As noted in the Specifications, the each of the 5 Used Buses in this Lot shall not have mileage greater than 60,000 miles, and shall be equipped with a multi-camera video surveillance system and air conditioning. See Section II B of Specifications in the Bidder Information Materials for requirements concerning Alternate Bid No. 3 and this Lot of 5 Used 2017 Buses.

On the Table below Bidder shall provide the requested information concerning each of the Buses in the Lot of 5 Used 2017 Buses that it proposes to supply. In the column of the Table marked “Remaining Warranty Coverage” please state the remaining period of any manufacturer warranty against defects in workmanship or parts that remains in place for the subject vehicle and summarize the nature and extent of that remaining manufacturer warranty coverage.

Details for Each Bus in Lot of 5 Used 2017 Type C 72 Passenger Buses that Bidder Proposes to Supply

VEHICLE/UNIT	VIN NUMBER	MILEAGE (as of bid date)	REMAINING WARRANTY COVERAGE (use additional page if more space is needed)
1. 2017 TYPE C 72 Passenger			
2. 2017 TYPE C 72 Passenger			
3. 2017 TYPE C 72 Passenger			
4. 2017 TYPE C 72 Passenger			
5. 2017 TYPE C 72 Passenger			

Alternate Bid No. 5 - Used Bus Category # 3– One Special Needs Used 2016 Type A Bus*

Category/Type/Quantity	Price for Bus (in \$)
One 2016 Used Type A Special Needs Bus	\$ _____

* Notes:

As noted in the Specifications, this Special Needs Used 2016 Bus shall have a wheelchair lift, seating for minimum 20 passengers plus 2 wheelchairs and mileage not in excess of 60,000 miles. See Sections II B of Specifications in the Bidder Information Materials for requirements concerning Alternate Bid No. 4 and this Used Bus.

On the Table below Bidder shall provide the information concerning this Special Needs Used 2016 Bus that it proposes to supply. In the column of the Table marked “Remaining Warranty Coverage” please state the remaining period of any manufacturer warranty against defects in workmanship or parts that remains in place for the subject vehicle and summarize the nature and extent of that remaining manufacturer warranty coverage.

Details for Special Needs Used 2016 Type A Bus that Bidder Proposes to Supply

VEHICLE/UNIT	VIN NUMBER	MILEAGE (as of bid date)	REMAINING WARRANTY COVERAGE (use additional page if more space is needed)
2016 TYPE A SPECIAL NEEDS BUS			

Alternate Bid No. 6 - Used Bus Category #4 – One Special Needs Used 2005 Type A Bus*

Category/Type/Quantity	Price for Bus (in \$)
One 2005 Used Bus of Quality of Thomas Type A Special Needs Bus Or Functionally Equivalent Bus	\$ _____

* Notes:

As noted in the Specifications, this Special Needs Used 2005 Bus shall have a wheelchair lift and seating for minimum 20 passengers plus 2 wheelchairs. See Section II B of Specifications in the Bidder Information Materials for requirements concerning Alternate Bid No. 5 and this Used Bus.

On the Table below Bidder shall provide the information concerning this Special Needs Used 2005 Bus that it proposes to supply. In the column of the Table marked “Service Plan Coverage” please state if any service plan covering repairs or defects in workmanship or parts is in place for the subject vehicle and summarize the nature and extent of that service plan.

Details for Special Needs Used 2005 Bus that Bidder Proposes to Supply

VEHICLE/UNIT	VIN NUMBER	MILEAGE (as of bid date)	IS BUS COVERED BY ANY SERVICE PLAN? (please indicate Yes or No and describe nature of any such Plan if applicable)
1. 2005 TYPE A SPECIAL NEEDS BUS			

(Signature Pages Follow)

Name of Firm or Company Submitting Bid

Date of Bid

Street Address

Tax Id # of Bidder

City State Zip

Web Site of Bidder

Printed Name Representative Executing for Bidder

Cell Ph. # Bidder Cont.

Signature of Bidder Representative

Office Ph. # Bidder Cont.

Title

Email Address Bidder Rep.

This Bid Response must be notarized.

Sworn to and subscribed before me on this _____ day of _____ 2018.

Notary Public

Commission Expiration Date

OTHER NOTE:

(1) In addition to completing the Contractor Bid Response Form that is attached, bidders must complete, sign, notarize and return the following Bidder Affidavit and Warranty with their Bid Responses.

BIDDER AFFIDAVIT AND WARRANTY

The undersigned bidder warrants, represents and agrees that each of the following is true and correct in connection with BID # 18-02 - SUPPLY SCHOOL BUSES.

- (a) it has not colluded with any other bidders;
- (b) it has not, directly or indirectly, induced any other bidder to submit a sham bid or to refrain from making a bid;
- (c) it has not paid, agreed to pay or offered any party or person (including, but not limited to, any employee or official of the Board (whether elected or appointed), either directly or indirectly, any money, a rebate, percentage of contract, or other thing of value as an inducement, or intended inducement, in the procurement of the Contract for assistance or aid rendered to or to be rendered in attempting to procure or be awarded the Contract contemplated in this Bid;

(d) it understands that, if any employee or any official of the Board (whether elected or appointed), shall take, receive or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other thing of value from the Contractor as an inducement, or intended inducement, in the procurement of the Contract, or the giving of business with the Board that such conduct may constitute a crime that subjects that employee, official of the Board and the Contractor (or its representatives) to punishment or a fine in accordance with state and/or federal law;

(e) all the information contained in the response to the bid is true and correct; and

(f) the Board may rely on information submitted in awarding the subject Contract.

Name of Firm or Company Submitting Bid

By: _____
Signature of Bidder Representative

Printed Name: _____

Its: _____
Title

Date: _____

Sworn to and subscribed before me on this ____ day of _____ 2018.

Notary Public

Commission Expir. Date

**EXHIBIT B – BIDDER QUALIFICATION FORM
BID # 18-02 - SUPPLY SCHOOL BUSES**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE

1. Name of Business: _____

Principal Business Address: _____

2. Business Contact(s)

(a) Primary Contact:

Name: _____
Title or Position with Company: _____
Day Phone: _____
Email: _____
Street Mailing Address of Contact: _____

(b) Other Business Contact(s):

List the name, position, telephone number, email and street addresses of persons on the Bidder's staff other than the Primary Contact who can answer inquiries and provide information concerning its bid or organization.

3. Business History/Operations

(a) How many years has your organization been in business? _____

(b) How many years has your organization been in business under its present business name?

(c) Under what other or former names has your organization operated?

(d) Type of Organization:

- (1) Corporation: _____
- (2) Partnership: _____
- (3) Individually owned: _____

(e) Operations: Describe how you operate and administer your business, including a description of your service and repair locations and operations.

In this description, please state the total number of employees, areas in which you transact business and types of goods and services your organization provides.

4. Experience Supplying School Busses.

On a separate sheet that you attach to this Form, furnish evidence that your firm has had at least five (5) years' experience supplying School Busses like those contemplated in the Contract. Describe these experiences in detail, including not limited to, the periods in which you have conducted such business, and the nature and extent of these operations.

5. Bus Service Providers.

Does any dealer or repair center with a permanent service facility that is located within 100 miles of the Board's Central Office offer manufacturer-authorized service (for warranty and customer pay work) and supply parts for the Busses that the bidder proposes to supply (a "Service Provider")? Yes ____ No ____.

If your answer is Yes, on a separate sheet that you attach to this Form, please provide the information requested below as to each such Bus Service Provider:

- (a) Name and address of such Provider;
- (b) Name of Service Manager for each such Provider; and
- (c) Describe the facilities, business and nature of the service offered by each such Provider., including, but not limited to, scope of the work, nature of services you provided, and the number, size and areas of the school(s) that you maintained;

6. Financial Resources.

Information is needed from the bidder to evaluate its financial strength and ability to perform a Contract of the expected magnitude of this Bid. Please provide the following information on a separate sheet:

- (a) Amount of current assets (e.g., cash, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- (b) Net Fixed Assets and other Assets;
- (c) List of Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
- (d) Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings); and
- (e) Current net worth.

7. Claims History

(a) Within the last five (5) years, has the bidder, or any officer, director, member or owner of it, been a party to any lawsuit, any arbitration or participated in any other type of alternative dispute resolution process with regard to a claim, dispute, or disagreement arising from the bidder's (or any officer's, director's, member's or such owner's) performance or failure to perform its obligations under a contract similar to that contemplated in this Bid? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder organization.)

Yes _____ No _____

If yes, for each such contract, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such claim or dispute was resolved:

(b) Within the last five (5) years, have any of your customers formally declared that the bidder is in default or has breached a material obligation in any agreement to provide services, operations or perform a contract similar to that contemplated in this Bid?

Yes _____ No _____

If yes, for each such project, explain fully the nature of the project, location, circumstances, your role, and, if resolved, the manner in which any such default or breach was resolved:

(c) Has your organization ever failed to complete any contract awarded to it like that contemplated in this Bid? Yes _____ No _____

If yes, please provide all details related to such matter.

(d) Are there any judgments against your organization, or against any of your officers or owners individually, that arise from any litigation or arbitration that have been entered but are not satisfied? Yes _____ No _____

If yes, please provide all details related to such matter:

(e) Within the last five years, has any officer, principal or owner of your organization ever been an officer or principal of another organization when it failed to perform a contract like that contemplated in this Bid? (For purposes of this question, an "owner" of the bidder is any person who holds 10% or more of the stock or interest in the bidder.) Yes ___ No ___

If yes, please provide all details related to such matter.

CERTIFICATION

The undersigned representative of the bidder certifies that he/she is authorized to sign below and submit this Bidder Qualification Form on its behalf, and that the submitted information is current, accurate, true and sufficiently complete so as not to be misleading.

Name of Bidder/Interested Supplier: _____

(Type or Print)

By: _____

Signature

Printed Name

Its: _____

Title Authorized Representative

Sworn to and subscribed before me this date: _____

Notary Public: _____

(Seal)

My commission expires: _____

EXHIBIT C – SPECIAL TAX EXEMPT FINANCING

As stated in Section II C b of the Specifications, the Board is seeking tax exempt financing to secure the funds needed to purchase the subject Busses. Does the bidder offer such any tax-exempt financing, or have an affiliated company or third party financier with whom it has contracted or arranged to offer such a financing option to its governmental customers?

Yes ___ No _____

If the answer to the above question is Yes, below please state the terms of any tax exempt financing terms that the Bidder (or its affiliates or contract financiers) are willing to offer the Board in connection the award of the contemplated Contract, and provide the name, contact person and contact information for the persons or entities that the Board may contact regarding such financing.
