

## Term Contract No. 070C

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	<b>070C</b>	<b>Buses, School, Conventional –2010 EPA Engines</b>
Effective Dates	November 12, 2009 thru June 30, 2010	
Bid Number	200901168	
Administrator	Cathy Griner	
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Last Updated	January 4, 2010	

### 1. General Information

This contract covers the requirements for 41-42 passenger, 53-54 passenger, 65-66 passenger, 71-72 passenger (children) Yellow School Buses. This is not an e-procurement contract.

### 2. Scope of Contract

The scope of this contract is limited to school buses as specified herein. These buses will be used primarily for transporting school children to and from schools and for other various related school and State functions involving children and adults.

### 3. User

This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies. The primary user of this contract will be Local Education Authorities.

### 4. Taxes

No Federal Excise Tax, as the State is exempt from this tax. State taxes should be paid to the NC Division of Motor Vehicles when agency applies for vehicle tags.

### 5. Payment and Terms

Payment will be made after each school bus has been accepted by the Local Education Agency (LEA) and by DPI Transportation Services. Payment of invoices will be made at the same rate as buses are completed and delivered to the LEA's. The ordering unit or agency (Capital Outlay Purchases) will make payment within 30-days (interest free) upon acceptance of completed school, or receipt of correct invoice, whichever is later.

### 6. Liquidated Damages

A charge of \$100.00 per bus per calendar day shall be deducted from the invoice as liquidated damages for failure to complete delivery within the time specified.

### 7. Descriptive Literature

Contractor is required, upon request of any user/ordering agency, to provide the user with catalogs and descriptive literature within 5 business days of the request. Such information shall be provided at no charge to the user.

### 8. Abnormal Quantities

Any agency requirement that exceeds 75 buses must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor(s).
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s).
3. A separate Invitation for Bids may be issued for the requirement.

## 9. Minimum Orders

The minimum order qualifying for prepaid transportation is one bus.

## 10. Replacement Bus Purchases

The Department of Public Instruction (DPI) manages the process of replacement school buses for North Carolina's Public Schools. Based on years and mileage criteria, DPI annually identifies which buses in the state fleet are subject to replacement. If the legislative appropriation is insufficient to replace all buses meeting the criteria, then the buses eligible for replacement are prioritized by DPI and those eligible – within available resources – are designated for replacement in priority order.

To best meet their needs, LEAs may select any size bus as a replacement for the one being replaced. In order to replace more than one NON-LIFT BUS with a LIFT BUS the LEA must pay the cost of the additional LIFT(s) and the LEA must usually pay the cost of a "flat floor" configuration.

In the event that more than one vendor is awarded a contract for a particular size (capacity) bus, DPI anticipates that it will consider the "default vendor" in each school bus size/configuration category to be the one offering the lowest price. However, if an LEA's fleet operation needs would be best met by selecting another bus from the contract, it may select the alternate bus as its state replacement bus, provided that the LEA must submit its justification to DPI along with its purchase order.

## 11. Placement of Orders

During the contract period, purchase orders will be issued directly by the Department of Public Instruction, local Boards of Education, and other using agencies to the successful contractor(s).

NOTE: Successful contractor is to immediately confirm to the user/ordering agency, that the purchase order has been received.

### **All purchase orders shall then be forwarded directly to:**

Department of Public Instruction  
Transportation Services  
6319 Mail Service Center  
Raleigh, NC 27699-6323  
(919) 807-3570 Telephone  
(919)-807-3578 Fax

**Please do not mail orders directly to the vendor.** A general review of the orders for completeness, correctness and billing information will be performed by Transportation Services and then forwarded to the contractor. Any questions should be directed to DPI Transportation Services, Raleigh, NC (919) 807-3570 (Fax 919-807-3578). If the purchase orders appear to be correct, they will be forwarded to the contractor by Transportation Services.

State taxes should not be shown on purchase order as they are not paid to the contractor but to the NC Div. of Motor Vehicles.

**IMPORTANT:** Contractor has been instructed not to accept purchase orders without the review by Transportation Services.

If an error is discovered in the purchase order in the general review, the contact person at the using agency will be notified, and the error(s) will be discussed/resolved. If the purchase order has to be returned to the user, the corrected purchase order will still need to be sent back to the Transportation Services.

## 12. Information Required On Purchase Orders

The following information needs to be included in your purchase order. It is important that you follow all steps in the process to minimize errors.

- a. Address purchase order to the contractor.
- b. Charge To Address: Indicate correct "charge to" for billing purposes.
- c. Title Information:  
On the purchase order, you must designate how the vehicle is to be titled.  
Example: \_\_\_\_\_ County Board of Education or \_\_\_\_\_ City Board of Education  
Contractor will provide "Application For Title" to obtain license and title of vehicle.
- d. Contact Person: Ordering agencies should list a designated contact person and telephone number who can answer questions concerning the order and who can be notified by the contractor when the vehicle is ready for pickup.
- e. Color or Lettering: Indicate color as school bus yellow and also indicate the format for your county lettering designation.

## 13. Ordering Cut Off Notification

Contractor is required to provide a written 30 day minimum cut-off notice for ordering buses to the Contract Administrator.

## 14. Ordering Information

Contractors are required, upon request of any user/ordering agency, to provide the user with catalogs and descriptive literature and a listing of authorized dealers complete with toll free phone and FAX numbers. This information is to be provided to the user/ordering agency within 5 business days of the request. Such information shall be provided at no charge to the user.

## 15. Contract Changes

Contract changes, if any, over the life of the contract shall be approved and implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

## 16. Substitutions

Substitutions including but not limited to design, function, or cosmetic are not permitted during the contract period without prior written approval of the Contract Administrator. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

## 17. Product Recall

In submitting this bid, bidder expressly assumes full responsibility for prompt notification to all ordering agencies and the contract administrator of any product recall in accordance with the applicable state or federal regulations.

## 18. LEA Service and Purchase Reports:

Local Education Authorities (LEA) are required to submit contractor service reports on a quarterly basis. The reports will be due no later than fifteen (15) working days after the end of each month required. This report will include any service performed by the contractor, including mobile service trucks, or the contractor's servicing dealer. This report will reflect the using agency name and location, the servicing contractor/dealer name and location, the unit identification and description, the type of service work performed and the number of days the unit was at the servicer. Reports should be submitted electronically to the contract administrator.

If requested, each LEA shall submit in electronic format, to Purchase and Contract, all capital outlay purchases made during a requested time period. This report will reflect the buying agency's name, items purchased, item model/product number, the number of items purchased, and the price for the items purchased.

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Reporting forms and required reporting dates will be sent electronically to each LEA.

### 19. Sales Reports

The contractor agrees to provide quarterly sales reports to Purchase and Contract as described herein. The reports will be due no later than fifteen (15) working days after the end of each month required. The report will reflect the buying agency's name, items purchased (including capital outlay purchases), item model/product number, the number of items sold, and the price for the items purchased. The dollar amounts reported must include all items sold from this contract. The contractor agrees to provide additional reports as may reasonably be required by the state in execution and management of this contract. Reports should be submitted electronically to the contract administrator. Failure of the contractor to comply with this requirement may subject the contractor to removal from the contract.

### 20. Mobile Service Trucks

Contractor shall operate several mobile service trucks as necessary for statewide coverage in North Carolina. These trucks must run on a timely schedule and be fully equipped for service and repairs as necessary. These trucks must be manned with trained repair personnel and shall be driven to user's site, anywhere in the state, for purpose of immediately diagnosing and repairing any problem occurring with units purchased from the contractor, including for example recall work, air conditioning service, minor engine and body repairs, and electrical troubleshooting. It is not expected that the service truck will be equipped to perform major repair operations or complex diagnostic work. Mobile service trucks must be ready to perform services for this contract within 90 days of award of contract. Contractor's service trucks shall be so operated for a minimum period of five (5) years after award of contract. Service trucks shall arrive at user's site within 2 work days after request by user. All service truck calls shall be documented by contractor with date and time of initial service request and date and time of response. Contractor shall provide this information, when requested by Purchase and Contract, in an electronic format within 5 days of request.

The State reserves the right to require a minimum number of service trucks if contractor does not meet the above expectations. The State also reserves the right to satisfy itself by inquiry or otherwise as to bidder's capabilities in meeting these requirements.

### 21. Service Capability and Locations

Vehicles purchased from this contract will be stationed throughout the State. Therefore, it is necessary that service/repair coverage be available throughout the State for prompt and adequate services for the vehicles offered. The State expects the contractor to have numerous service locations throughout the state in areas that will allow the optimum number of users to easily access these locations without excessive travel. These facilities must be ready to perform services for this contract within 90 days of contract award. Bidders must furnish a list of branch offices and/or authorized servicing facilities that will render services under this contract. The State reserves the right to satisfy itself by inquiry or otherwise as to bidder's capabilities in meeting these requirements.

### 22. Documents and Publications

Contractor shall furnish the following items for each chassis/body that is purchased:

1. Application for certificate of title.
2. Operator's manual.
3. On-line access, available for current year model, within 30 days of first bus delivery, and shall include repair/service/parts manuals. Access for 100 school districts plus 4 DPI staff; on-line format to be kept current for the life of the bus. Note: Online access must be reviewed and approved prior to awarding of bid. Hard copy/CD may be required.
4. Manufacturer's Statement of Origin.
5. One build sheet (line-setting ticket) including all parts information relating to the chassis/body, to include all engine information (S/N), transmission information (S/N).

NOTE: Service policies, line setting tickets, parts and service/repair manuals and warranty cards shall be delivered directly the LEA's (School Bus Garages). The service policy, warranty cards, and the line setting ticket shall NOT be left in or with the chassis during shipment, to include school and activity buses. One application for Certificate of Title for each

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unit purchased shall be filled out for vehicle identification section only.

**23. Warranty**

Contractor shall warrant the bus for five (5) years/120,000 miles bumper-to-bumper. Warranty must include ALL items on the bus with the exception of the following “wear” items: tires, brakes, fluids, filters, wiper blades, head lights, belts, and hoses.

Warranty will begin on day of delivery. All parts (including related cleaners, fluids, filters etc.), labor, and environmental fees, shall be the responsibility of the bidder. Correction of latent defects, undiscovered during the initial acceptance inspection by the State but appearing before the applicable warranty period has elapsed, will be the full responsibility of the bidder, at no cost to the State or the user and will require new OEM parts.

**24. Contractor – Delivery/Pick Up Location**

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

<b>Contractor Name and Address</b>	<b>Pick Up Location Delivery Time</b>	<b>Contact Person</b>	<b>Phone #, Fax #, Email</b>
White's International Trucks/IC Bus 1924 Brentwood St. High Point, NC 27261	1924 Brentwood St. High Point, NC 27261 Or 7045 Albert Pick Rd. Greensboro, NC  240 Day Delivery	Dave Sluder	888-889-6628 Toll Phone 336-889-2121 Phone 828-254-4434 Fax <a href="mailto:daveicbus@whitestractor.com">daveicbus@whitestractor.com</a>
Thomas Built Buses, Inc. 1408 Courtesy Rd. High Point, NC 27260	2015 Auction Rd. High Point, NC  240 Day Delivery	Cory Compton	336-889-4871 Phone 336-881-7200 Fax <a href="mailto:cory.compton@daimler.com">cory.compton@daimler.com</a>

**25. Pricing Information – Conventional School Bus**

All pricing shown below is for the bus as defined including 4 CSRS seats.

**25.A. School Bus**

**White’s International – 2010 EPA Maxx Force 7 Engine**

<b>School Bus with 4 CSRS Seats</b>				
	<b>41-42 Passenger</b>	<b>53-54 Passenger</b>	<b>65-66 Passenger</b>	<b>71-72 Passenger</b>
Price	\$76,895.00	\$79,515.00	\$80,896.00	\$82,290.00
Manufacturer Model	IC Bus PB105	IC Bus PB105	IC Bus PB105	IC Bus PB105
Engine	Maxx Force 7 220 HP	Maxx Force 7 220 HP	Maxx Force 7 220 HP	Maxx Force 7 220 HP
Wheelbase	193"	236"	254"	276"
CSRS Seats	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39
Additional CSRS Price	\$443.00 Each	\$431.00 Each	\$428.00 Each	\$431.00 Each

**White’s International - 2010 EPA Maxx Force DT Engine**

<b>School Bus with 4 CSRS Seats</b>				
	<b>41-42 Passenger</b>	<b>53-54 Passenger</b>	<b>65-66 Passenger</b>	<b>71-72 Passenger</b>
Price	\$79,010.00	\$81,072.00	\$83,121.00	\$84,553.00
Manufacturer Model	IC Bus PB105	IC Bus PB105	IC Bus PB105	IC Bus PB105
Engine	Maxx Force DT 215 HP	Maxx Force DT 215 HP	Maxx Force DT 215 HP	Maxx Force DT 215 HP
Wheelbase	193"	236"	254"	276"
CSRS Seats	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39
Additional CSRS Price	\$448.00 Each	\$435.00 Each	\$433.00 Each	\$436.00 Each

**Thomas Built Bus – 2010 EPA Cummins ISB Engine**

<b>School Bus with 4 CSRS Seats</b>				
	<b>41-42 Passenger</b>	<b>53-54 Passenger</b>	<b>65-66 Passenger</b>	<b>71-72 Passenger</b>
Price	\$78,010.00	\$80,711.00	\$82,023.00	\$83,493.00
Manufacturer Model	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2
Engine	Cummins ISB 220 HP	Cummins ISB 220 HP	Cummins ISB 220 HP	Cummins ISB 220 HP
Wheelbase	199"	219"	259"	279"
CSRS Seats	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39
Additional CSRS Price	\$464.00 Each	\$464.00 Each	\$464.00 Each	\$464.00 Each

**25.B. School Bus with Lift**

**White's International - 2010 EPA Maxx Force 7 Engine**

<b>School Bus with Lift and 4 CSRS Seats</b>				
	<b>41-42 Passenger</b>	<b>53-54 Passenger</b>	<b>65-66 Passenger</b>	<b>71-72 Passenger</b>
Price	\$80,771.00	\$83,637.00	\$84,878.00	\$86,219.00
Manufacturer Model	IC Bus PB105	IC Bus PB105	IC Bus PB105	IC Bus PB105
Engine	Maxx Force 7 220 HP	Maxx Force 7 220 HP	Maxx Force 7 220 HP	Maxx Force 7 220 HP
Wheelbase	193"	218"	254"	276"
CSRS Seats	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39
Additional CSRS Price	\$439.00 Each	\$431.00 Each	\$426.00 Each	\$431.00 Each

**White's International – 2010 EPA Maxx Force DT Engine**

<b>School Bus with Lift and 4 CSRS Seats</b>				
	<b>41-42 Passenger</b>	<b>53-54 Passenger</b>	<b>65-66 Passenger</b>	<b>71-72 Passenger</b>
Price	\$82,992.00	\$85,937.00	\$87,212.00	\$88,590.00
Manufacturer Model	IC Bus PB105	IC Bus PB105	IC Bus PB105	IC Bus PB105
Engine	Maxx Force DT 215 HP	Maxx Force DT 215 HP	Maxx Force DT 215 HP	Maxx Force DT 215 HP
Wheelbase	193"	218"	254"	276"
CSRS Seats	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39
Additional CSRS Price	\$443.00 Each	\$436.00 Each	\$432.00 Each	\$434.00 Each

**Thomas Built Bus – 2010 EPA Cummins ISB Engine**

<b>School Bus with Lift and 4 CSRS Seats</b>				
	<b>41-42 Passenger</b>	<b>53-54 Passenger</b>	<b>65-66 Passenger</b>	<b>71-72 Passenger</b>
Price	\$81,947.00	\$84,294.00	\$86,202.00	\$87,546.00
Manufacturer Model	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2
Engine	Cummins ISB 220 HP	Cummins ISB 220 HP	Cummins ISB 220 HP	Cummins ISB 220 HP
Wheelbase	199"	219"	259"	279"
CSRS Seats	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39
Additional CSRS Price	\$464.00 Each	\$464.00 Each	\$464.00 Each	\$464.00 Each

**25.C. School Bus with Lift and Flat Floor**

**White's International – 2010 EPA Maxx Force 7 Engine**

<b>School Bus with Lift and Flat Floor and 4 CSRS Seats</b>				
	<b>41-42 Passenger</b>	<b>53-54 Passenger</b>	<b>65-66 Passenger</b>	<b>71-72 Passenger</b>
Price	\$84,089.00	\$89,378.00	\$89,990.00	\$92,120.00
Manufacturer Model	IC Bus PB105	IC Bus PB105	IC Bus PB105	IC Bus PB105
Engine	Maxx Force 7 220 HP	Maxx Force 7 220 HP	Maxx Force 7 220 HP	Maxx Force 7 220 HP
Wheelbase	193"	218"	254"	276"
CSRS Seats	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39
Additional CSRS Price	\$439.00 Each	\$433.00 Each	\$431.00 Each	\$435.00 Each

**White's International – 2010 EPA Maxx Force DT Engine**

<b>School Bus with Lift and Flat Floor and 4 CSRS Seats</b>				
	<b>41-42 Passenger</b>	<b>53-54 Passenger</b>	<b>65-66 Passenger</b>	<b>71-72 Passenger</b>
Price	\$86,401.00	Not Awarded	\$92,465.00	\$94,653.00
Manufacturer Model	IC Bus PB105		IC Bus PB105	IC Bus PB105
Engine	Maxx Force DT 215 HP		Maxx Force DT 215 HP	Maxx Force DT 215 HP
Wheelbase	193"		254"	276"
CSRS Seats	IMMI Safeguard ICS-39		IMMI Safeguard ICS-39	IMMI Safeguard ICS-39
Additional CSRS Price	\$445.00 Each		\$437.00 Each	\$441.00 Each

Thomas Built Bus – 2010 EPA Cummins ISB Engine

<b>School Bus with Lift and Flat Floor and 4 CSRS Seats</b>				
	<b>41-42 Passenger</b>	<b>53-54 Passenger</b>	<b>65-66 Passenger</b>	<b>71-72 Passenger</b>
Price	\$85,374.00	\$88,681.00	\$91,367.00	\$93,508.00
Manufacturer Model	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2
Engine	Cummins ISB 220 HP	Cummins ISB 220 HP	Cummins ISB 220 HP	Cummins ISB 220 HP
Wheelbase	199"	219"	259"	279"
CSRS Seats	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39	IMMI Safeguard ICS-39
Additional CSRS Price	\$464.00 Each	\$464.00 Each	\$464.00 Each	\$464.00 Each

**26. Vendor Complaint**

The Vendor Complaint Form can be found at the following web address:

<http://www.ncpandc.gov/Documents/vendcom.doc>

**27. Contract Addenda**

<b>ADDENUM #</b>	<b>EFFECTIVE DATE</b>	<b>DESCRIPTION</b>
1	November 12, 2009	Added 2010 Engine Awards
2	January 4, 2010	Removed 2007 EPA Engine Items