

Term Contract No. 070D

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	070D	Buses, Activity (Conventional) – 2010 EPA Engines
Effective Dates	November 12, 2009 thru June 30, 2010	
Bid Number	200901168	
Administrator	Cathy Griner	
Phone	(919) 807-4517	
Fax	(919) 807-4511	
E-Mail	cathy.griner@doa.nc.gov	
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) Activity Buses. This is not an e-procurement contract.

2. Scope of Contract

The scope of this contract is limited to activity buses as specified herein. These buses will be used primarily for transporting school children to and from 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 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 bus, 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. 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.

11. 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 and also indicate the format for your county lettering designation.

12. Ordering Cut Off Notification

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

18. 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.

19. 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.

20. 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.

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

22. 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.

23. 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.

Contractor Name and Address	Pick Up Location Delivery Time	Contact Person	Phone #, Fax #, Email
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 270 Day Delivery	Dave Sluder	888-889-6628 Toll Free 336-889-2121 Phone 828-254-4434 Fax daveicbus@whitestractor.com
Thomas Built Buses, Inc. 1408 Courtesy Rd. High Point, NC 27260	2015 Auction Rd. High Point, NC 270 Day Delivery	Cory Compton	336-889-4871 Phone 336-881-7200 Fax cory.compton@daimler.com

24. Pricing Information – Conventional Activity Bus

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

24.A. Activity Bus

WHITE'S IC 2010 EPA Maxx Force 7 Engine

Activity Bus				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$75,775.00	\$76,816.00	\$78,040.00	\$79,466.00
Mfg/Model	International, PB105	International, PB105	International, PB105	International, PB105
Engine	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP
Wheelbase	193"	236"	254"	276"

WHITE'S IC 2010 EPA Maxx Force DT Engine

Activity Bus				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	NO AWARD	\$77,026.00	\$80,151.00	\$81,260.00
Mfg/Model		International, PB105	International, PB105	International, PB105
Engine		MaxxForce DT 215 HP	MaxxForce DT 215 HP	MaxxForce DT 215 HP
Wheelbase		236"	254"	276"

THOMAS 2010 EPA Cummins ISB Engine

Activity Bus				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$75,389.00	\$77,017.00	\$78,389.00	\$79,365.00
Mfg/Model	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2
Engine	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP
Wheelbase	199"	219"	259"	279"

24.B. Activity Bus with Air Conditioning**WHITE'S IC 2010 EPA Maxx Force 7 Engine**

Activity Bus with Air Conditioning				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$78,514.00	\$81,029.00	\$83,062.00	\$84,466.00
Mfg/Model	International, PB105	International, PB105	International, PB105	International, PB105
Engine	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP
Wheelbase	193"	236"	254"	276"

WHITE'S IC 2010 EPA Maxx Force DT Engine

Activity Bus with Air Conditioning				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	NO AWARD	\$83,244.00	\$85,313.00	\$86,760.00
Mfg/Model		International, PB105	International, PB105	International, PB105
Engine		MaxxForce DT 215 HP	MaxxForce DT 215 HP	MaxxForce DT 215 HP
Wheelbase		236"	254"	276"

THOMAS 2010 EPA Cummins ISB Engine

Activity Bus with Air Conditioning				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$78,179.00	\$82,085.00	\$84,057.00	\$84,986.00
Mfg/Model	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2
Engine	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP
Wheelbase	199"	219"	259"	279"

24.C. Activity Bus with Lift

WHITE'S IC 2010 EPA Maxx Force 7 Engine

Activity Bus with Lift				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$79,236.00	\$81,138.00	\$82,050.00	\$83,420.00
Mfg/Model	International, PB105	International, PB105	International, PB105	International, PB105
Engine	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP
Wheelbase	193"	218"	254"	276"

WHITE'S IC 2010 EPA Maxx Force DT Engine

Activity Bus with Lift				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	NO AWARD	\$83,338.00	\$84,276.00	NO AWARD
Mfg/Model		International, PB105	International, PB105	
Engine		MaxxForce DT 215 HP	MaxxForce DT 215 HP	

THOMAS 2010 EPA Cummins ISB Engine

Activity Bus with Lift				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$78,673.00	\$81,680.00	\$82,062.00	\$83,137.00
Mfg/Model	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2
Engine	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP
Wheelbase	199"	219"	259"	279"

24.D. Activity Bus with Lift and Air Conditioning

WHITE'S IC 2010 EPA Maxx Force 7 Engine

Activity Bus with Lift and Air Conditioning				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$82,518.00	\$85,374.00	\$87,048.00	\$88,407.00
Mfg/Model	International, PB105	International, PB105	International, PB105	International, PB105
Engine	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP
Wheelbase	193"	218"	254"	276"

WHITE'S IC 2010 EPA Maxx Force DT Engine

Activity Bus with Lift and Air Conditioning				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	NO AWARD	\$87,689.00	\$89,413.00	\$90,805.00
Mfg/Model		International, PB105	International, PB105	International, PB105
Engine		MaxxForce DT 215 HP	MaxxForce DT 215 HP	MaxxForce DT 215 HP
Wheelbase		236"	254"	276"

THOMAS 2010 EPA Cummins ISB Engine

Activity Bus with Lift and Air Conditioning				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$81,447.00	\$86,861.00	\$87,787.00	\$88,825.00
Mfg/Model	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2
Engine	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP
Wheelbase	199"	219"	259"	279"

24.E. Activity Bus with Lift and Flat Floor

WHITE'S IC 2010 EPA Maxx Force 7 Engine

Activity Bus with Lift and Flat Floor				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$83,222.00	\$84,607.00	\$87,833.00	NO AWARD
Mfg/Model	International, PB105	International, PB105	International, PB105	
Engine	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP	
Wheelbase	193"	218"	254"	

THOMAS 2010 EPA Cummins ISB Engine

Activity Bus with Lift and Flat Floor				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$81,822.00	\$83,078.00	\$85,945.00	\$87,281.00
Mfg/Model	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2
Engine	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP
Wheelbase	199"	219"	259"	279"

24.F. Activity Bus with Lift, Flat Floor, and Air Conditioning

WHITE'S IC 2010 EPA Maxx Force 7 Engine

Activity Bus with Lift and Flat Floor and Air Conditioning				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$86,087.00	\$89,542.00	\$92,089.00	\$94,158.00
Mfg/Model	International, PB105	International, PB105	International, PB105	International, PB105
Engine	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP	MaxxForce 7 220 HP
Wheelbase	193"	218"	254"	276"


THOMAS 2010 EPA Cummins ISB Engine

Activity Bus with Lift and Flat Floor and Air Conditioning				
	41-42 Passenger	53-54 Passenger	65-66 Passenger	71-72 Passenger
Price	\$84,734.00	\$88,140.00	\$91,280.00	\$92,742.00
Mfg/Model	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2	TBB Saf-T-Liner C2
Engine	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP	Cummins 220 HP
Wheelbase	199"	219"	259"	279"

24.G. Option Pricing – Options must be ordered from the same contractor as the bus.

ITEM	DESCRIPTION	WHITE'S	THOMAS
1.	Inside Overhead Luggage Racks - Deluxe Tubular Type 72 Passenger Size	1656.00	1897.00
2.	Inside Overhead Luggage Racks - Deluxe Tubular Type 66 Passenger Size	1492.00	1778.00
3.	Inside Overhead Luggage Racks - Deluxe Tubular Type 54 Passenger Size	1325.00	1628.00
4.	Inside Overhead Luggage Racks - Deluxe Tubular Type 42 Passenger Size	1065.00	1464.00
5.	Luggage Space Underbody Approximately 19"H x 25"D x 76"L – Call contractor for size.	670.00	1205.00
6.	Luggage Space Underbody Approximately 22"H x 24"D x 97"L – Call contractor for size.	1016.00	1370.00
7.	School Seats (3 & 2 Combination) 72 Passenger Size	1842.00	502.00
8.	School Seats (3 & 2 Combination) 66 Passenger Size	1689.00	493.00
9.	School Seats (3 & 2 Combination) 54 Passenger Size	1382.00	470.00
10.	School Seats (3 & 2 Combination) 42 Passenger Size	1075.00	330.00
11.	AM/FM Cassette Radio System complete with minimum 4 inside speakers installed, not including any dash speakers. 42 passenger bus may have only 2 speakers, plus dash speakers.	409.00	656.00
12.	Solid Color Body with Striped Lower Rails	525.00	682.00
13.	Solid Color Body with Striped Lower Rails and Roof Stripes	625.00	1462.00
14.	Special Two Tone Custom Painting to Owner's Requirements	On Request	On Request
15.	Special Interior Colors	On Request	Not Offered
16.	FMVSS 210 compliant 39" seat to replace standard 39" seat.	42.00	187.00
17.	FMVSS 210 Compliant 30" seat to replace standard 30" seat.	42.00	181.00
18.	Shop Manuals	No Charge	413.00
19.	Parts Manuals	No Charge	385.00
20.	Rear Heater Installed	784.00	1096.00
21.	Front and Rear Door Locks	537.00	No Charge

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ITEM	DESCRIPTION		
		WHITE'S	THOMAS
22.	Maximum seat spacing to better accommodate high school students for 72 Passenger Bus – Show Deduct Price	(163.00)	(180.00)
23.	Maximum seat spacing to better accommodate high school students for 66 Passenger Bus – Show Deduct Price	(163.00)	(180.00)
24.	Maximum seat spacing to better accommodate high school students for 54 Passenger Bus – Show Deduct Price	(163.00)	(180.00)
25.	Maximum seat spacing to better accommodate high school students for 42 Passenger Bus – Show Deduct Price	(163.00)	(180.00)
26.	<p>Outside Storage Compartment – An outside storage compartment shall be installed on any configuration of school and activity bus if requested by the user. The location to be on the right side of the body in front of the rear wheels and labeled in letters two inches high “STORAGE.” The storage compartment shall be approximately thirteen inches (13”) high, fifteen (15”) inches deep, and twenty-five inches (25”) wide and be located under the floor in the body skirt. The door and box shall be sealed to minimize water and dust leakage. All doors shall be locks and same as all locks.</p> 	203.00	377.00

25. Vendor Complaint

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

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

26. Contract Addenda

ADDENUM #	EFFECTIVE DATE	DESCRIPTION
1	November 12, 2009	2010 EPA Engine Award Information Added
2	December 8, 2009	Deleted Blue Bird from Contract – No Engines Available
3	January 4, 2010	Removed 2007 EPA Engine Items