**Solicitation Specifications**

1. **General**

The purpose of this solicitation is to establish Statewide Contract(s) for the purchase of School Buses for the State of Louisiana in accordance with Louisiana Revised Statutes 39:362, 39:364, and 39:1646.

Please read all specifications and special conditions carefully; any deviation may cause your bid to be rejected.

1. **Model Year**

School buses shall be new, of current manufacture, and production models. No specific model year is required for alternative fuel vehicles, however the vehicles must be new, non-used. Production schedule for model year bid shall be provided with bid. Updates to the production schedule shall be submitted within 1 week of manufacturer publishing.

1. **Definitions**

For the purpose of clarification in this solicitation:

* 1. State Agencies – all Departments, Divisions, Offices, Universities, Vo-Tech Schools, Boards, Commissions, etc. which operate under Fleet Management of Louisiana Property Assistance Agency (LPAA).
  2. Political Subdivisions – all local and regional governmental and tax supported organizations which operate independently of the State such as police juries, cities, towns, councils, hospitals, etc.

1. **Acronyms**
   1. AFV Alternative Fuel Vehicles
   2. CFR Code of Federal Regulations
   3. CNG Compressed Natural Gas
   4. FMVSS Federal Motor Vehicle Safety Standards
   5. LDOE Louisiana Department of Education
   6. LMVC Louisiana Motor Vehicle Commission
   7. LPG Liquefied Propane Gas
   8. OEM Original Equipment (vehicle) Manufacturer
   9. OSP Office of State Procurement
2. **Award of Contract** 
   1. Awards will be based on the lowest responsive, responsible bid received for each bus that meets or exceeds specifications and conditions contained herein. A vendor may submit multiple manufacturers for consideration. In the event two or more bidders bid the same manufacturer, only the lowest responsive, responsible bidder may receive the award for that manufacturer.
   2. The lowest responsive bid for each bus shall be determined by multiplying the price for each quantity range by the weights below and then summing the weighted prices.

|  |  |
| --- | --- |
| **Quantity** | **Weight** |
| 1-5 | 1.00 |
| 6-10 | 1.01 |
| 11-20 | 1.02 |
| 21-30 | 1.03 |
| 31-40 | 1.04 |
| 41-50 | 1.05 |
| 51+ | 1.06 |

* 1. The State of Louisiana reserves the right to delete item(s) from award.
  2. Bidders (motor vehicle dealers as defined in La. R.S. 32:1252) must be properly licensed by the Louisiana Motor Vehicle Commission. Bidders should include a copy of a valid dealer's license issued under the provisions of La. R.S. 32:1254 with their bid. Any bidder who fails to include a valid dealer’s license with their bid must provide a copy to this office within 10 business days following the bid opening date. Failure to do so will result in the bid being rejected. Any questions regarding licensing required by the Motor Vehicle Commission should be directed to the Motor Vehicle Commission at (504) 838-5207, or via website: [www.lmvc.la.gov](http://WWW.LMVC.LA.GOV).
  3. The right is reserved to reject any bid in whole or part where optional equipment prices requested in the bid schedule are not in line with other prices submitted.
  4. The right is reserved to award any item with or without aforementioned optional equipment.

1. **Assignments**

No assignments of proceeds shall be permitted on Dealer supplied forms. Dealer must submit assignments to OSP.

1. **Withdrawal Requests**
   1. Bids containing patently obvious, unintentional, and substantial mechanical, clerical or mathematical errors may be withdrawn by the Bidder only if clear and convincing written evidence of such error is furnished to the Office of State Procurement within 72 hours of the bid opening, excluding Saturdays, Sundays, and legal Holidays.
   2. Such errors must be clearly supported by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the item(s) requested to be withdrawn. If determined by the Office of State Procurement that the errors are substantiated and that the bid was submitted in good faith, the withdrawal shall be allowed.
   3. Withdrawals made after 72 hours of the bid opening time and date will be assessed a penalty. The penalty shall be the price between the lowest responsive, responsible bidder, and the next responsive, responsible bidder, multiplied by the current model year estimated contract usage for that vehicle.
2. **Delivery**

Unless otherwise indicated in Attachment C – Price Sheet, delivery of vehicles should be made within 360 calendar days after receipt of order.

Delivery shall be at the mileage rate indicated in Attachment C.

1. **Dealer Network**

Bidders shall furnish a list of service locations certified by the OEM within five business days of request by OSP.

1. **Optional Equipment**
   1. Dealer shall provide pricing for the options listed in Attachment C – Price Sheet. Options shall be referred to as published options. OSP reserves the right to reject individual published options if the bid price is deemed unreasonable.
   2. Unpublished options are options not listed in Attachment C – Price Sheet. Purchasers may add unpublished options, provided the sum of the unpublished options added is 25% or less of the sum of the base vehicle contract price and any added published options. Unpublished options must be discounted at the same rate or better as published options and the base vehicle.
   3. All offered options shall comply with the 2015 National School Transportation Specifications and Procedures (NCST Specifications).
2. **Emission Standards** In order to be considered for an award, all buses must comply with all Federal and State emission requirements in effect at time of manufacture.

**General Contract Specifications**

1. **Contract Prices** 
   1. Shall include all preparation and transportation charges.
   2. Shall include all equipment listed in the general specifications and detail specifications for each vehicle.
   3. Any general price reduction offered which is lower than the prices quoted herein shall also be offered to the State of Louisiana except during the time the contract award is under consideration.
2. **Contractual Period**

Contract shall be effective for 60 months beginning date of award.

OEM model year changes affecting a bus on contract in any way, must be addressed in advance, by Dealer to OSP. Changes include but are not limited to: availability, bus specification changes, and/or modifications. Any Dealer not fulfilling the terms of this section will be subject to legal action which could result in debarment from doing further business with the State.

1. **Guarantee**

Any bus delivered under a contract awarded as a result of this solicitation shall be guaranteed to meet all minimum requirements specified herein. If it is determined that any bus delivered does not meet the minimum requirements, the Dealer will be required to correct the same at no cost to the purchaser of the bus.

1. **Purchase Orders** 
   1. **State Agencies:**
      1. Only OSP has the authority to issue and amend orders for State vehicles.
      2. Dealer shall refer any verbal or written orders/change orders received directly from State Agencies to OSP for proper authorization and disposition. Failure to do so may result in legal action which could result in debarment from doing further business with the State.
   2. **Political Subdivisions**:
      1. Vehicle purchases are handled directly with Dealer.
      2. Guidelines and instruction information for ordering will be available on the OSP Vehicle Contracts website.
      3. Political subdivisions utilizing La. R.S. 39:1710 to purchase through a local dealer are advised that they must furnish a copy of their purchase order to OSP.
2. **Invoicing** 
   1. Original notarized invoice must be provided with bus, when delivered, free of charge.
   2. One notarized true copy of invoice may be necessary and must be provided when indicated on purchase order free of charge.
   3. Administrative fee must be itemized on invoice.
   4. Vehicle key numbers shall also be referenced on invoice.
   5. A copy of the invoice on contract sales to Political Subdivisions must be sent to OSP upon request, free of charge.
   6. Invoice dates shall coincide with “accepted” date of delivery of vehicle.
   7. Net 30 payment terms will not commence until a “state authorized representative” accepts the vehicle as fully complying with contract specifications. Dealer will be required to issue affidavits correcting invoice dates to coincide with the re-delivery date of rejected vehicles.
3. **Responsibility for Inspection**

Unless otherwise specified in the contract or purchase order, the Dealer shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements of general and detailed specifications. This action does not preclude subsequent inspection and testing by the State authorized representative to further determine conformance with specification requirements of quality standards of workmanship, material and construction techniques. It will be the responsibility of the Dealer to pick up vehicle(s) rejected, make necessary corrections and re-deliver for re-inspection and acceptance.

1. **Pre-Delivery Servicing and Adjustment**
   1. Dealer shall not attach any Dealer identification advertising or similar material to the vehicle.
   2. The bus shall be clean and free from defects when delivered.
   3. Prior to acceptance by the State, the Dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:
      1. A Louisiana temporary license plate
      2. All buses will be delivered with a fuel gauge digital readout indicating 100 miles to empty.
      3. Focusing of lights
      4. Tuning of engine
      5. Adjustment of accessories
      6. Checking of electrical, braking and suspension systems
      7. Charging of battery
      8. Alignment of front end
      9. Inflation of tires
      10. Balancing of all wheels, including the spare
      11. Complete lubrication of engine, chassis and operating mechanisms with recommended grades of lubricants for the ambient air temperature at the point of delivery
      12. Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees Fahrenheit protection
      13. Servicing of windshield washer reservoir with water and appropriate additives
      14. All fluids filled to OEM’s recommended capacity
2. **Delivery** 
   1. All buses shall be delivered fully serviced and ready for use and will be accepted in accordance with individual purchase orders.
   2. The Dealer shall be required to make any necessary adjustments or install omitted equipment prior to acceptance of the vehicle.
   3. No facilities or personnel will be provided by the State to handle any make-ready adjustments or equipment installations.
   4. A delivery charge may be assessed at the rate indicated by the Bidder in Attachment C – Price Sheet. Mileage between the delivery location and Dealer location shall be the mileage between the two locations as determined by the quickest route in Google Maps.
   5. Purchasers may elect to pick-up the buses at the Dealer’s location with no delivery charge.
3. **Documents**

Each bus shall be delivered with complete certification of origin, odometer disclosure statement, tag application, LDOE Form T-10, warranty, owner's manual, copy of Dealer’s inspection and service check sheet and any other necessary credentials. Dealer will supply requesting Agencies with at least one copy (printed or electronic) of technical information, manuals, service manuals, suggested time schedule/flat rate manual, parts list, special parts list and bulletins related to each make and model of bus(es) purchased at Dealer’s invoice cost. Dealer must set up notification through OEM to same Agency for receiving new bulletins, vehicle updates, service alerts or recalls

1. **Vehicle Confirmations**

Written confirmation from the vehicle Dealer with order number guaranteeing that the vehicle has been scheduled to be built by the OEM, shall be provided to the purchasing agency upon request.

1. **Reporting Requirements**

The Bus Dealer shall complete and return a contract usage report based on the schedule in Attachment A – Special Terms and Conditions. Any Dealer not fulfilling the terms of this section will be subject to legal action which could result in debarment from doing further business with the State.

**General Vehicle Specifications**

The requirements specified herein apply to all buses included in this solicitation, unless otherwise indicated.

All buses and associated equipment shall be new models that are in current production and never been titled. Buses must meet all requirements set forth in Louisiana’s governing documents, including, but not limited to, the NCST Specifications, Bulletin 119 published by the Louisiana Department of Education, Louisiana Revised Statutes, Louisiana Department of Education regulations, FMVSS, and 45 CFR 1310 (Head Start Transportation) in effect at the time of manufacture.

## Sufficient bus information should be submitted with the bid submission to indicate the bus meets the above requirements.

Any additions, deletions, or variations from the specifications must be noted. Any items appearing in the manufacturer’s regularly published specifications furnished by the Bidder will be assumed to be included in the Bidder’s bid submission, unless otherwise stated. Any additions, deletions, or variations from the manufacturer’s regularly published specifications must be outlined in the bid submission.

## Compliance with Federal and/or State Requirements

It is acknowledged that Federal and/or State laws, regulations, policies, and related administrative practices applicable to this contract on the date of contract execution may be modified from time to time. The Dealer agrees that the most recent Federal and State requirements will govern the administration of this contract. New Federal and/or State laws, regulations, policies, and administrative practices may be established after the date of contract execution and may apply to the contract to achieve compliance with the changing Federal and/or State requirement(s), Dealer may be required to upgrade, or add item(s) to the minimum specifications. The cost difference to achieve the "new" Federal and/or State requirement may be added to the contract price at OEM's cost. No additional profit will be allowed. OEM’s pricing pages must be presented to OSP to substantiate additional cost to achieve compliance with the changed Federal and/or State requirement(s).

## Exterior Finishes

Buses shall be painted national school bus yellow. The hood may be painted national school bus yellow or lusterless black. The roof may be painted national school bus yellow or white. Bumpers shall be painted glossy black and may be covered with retroreflective material. The body exterior trim shall be gloss black. Wheels shall be gloss black.

Buses acquired for a purpose other than transporting children to and from school shall not be painted national school bus glossy yellow, except as provided by Federal or State law.

## Materials

Materials used shall be new with quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for the intended service.

## Design

* 1. All buses shall be new models that are in current production.
  2. All buses shall be complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the buses to function reliably and efficiently in sustained operation.
  3. Buses and all associated equipment shall be designed to permit ready accessibility for maintenance purposes with minimal disturbance of other components or assemblies.
  4. The term "heavy duty" as used to describe an item, shall be defined to mean in excess of the usual quality or capacity that is normally supplied with the standard production item.
  5. Components, assemblies and accessories delivered shall meet or exceed all requirements and applicable specifications.

## Warranty

All buses procured under these specifications shall be fully warranted against defective materials or workmanship by the OEM program for a period of not less than 12 months or 20,000 miles from date of delivery and acceptance. All buses procured under these specifications shall be warranted for a period of not less than 60 months or 100,000 miles from date of delivery and acceptance against defective materials or workmanship in: the basic body structural components including the roof, sidewall, cowl, rear, and floor structures; paint adhesion; and seat frames and barrier frames. However, if additional warranty coverage on the whole or any components of the bus, in the form of time and/or mileage including any pro rata arrangements, is normally extended to commercial or governmental customers, the State shall receive corresponding warranty benefits.

## Base Vehicle

* 1. All buses offered under this solicitation shall comply with the 2015 National School Transportation Specifications and Procedures or any updates adopted by the Louisiana Department of Education.
  2. All buses offered under this solicitation shall be equipped with all OEM equipment advertised as "standard equipment", unless otherwise specified herein, and should be installed through OEM program.
  3. Deletions from "standard equipment" will not be accepted, unless otherwise specified.

## Alternative Fuel

* 1. Alternative fuel buses shall comply with the 2015 National School Transportation Specifications and Procedures, Alternative Fuels.