



**Norman Public Schools
 Invitation to Bid # 2012022
 New 59-Passenger School Buses**



Return Proposal to this address:

**NPS Purchasing Department
 131 South Flood
 Norman, OK 73069**

Date of Issuance: 01/11/12

Bidder Name:

Bid Number: 2012022

Bidder Address:

Bid Name: New 59-Passenger School Buses

Bidder Phone & Facsimile:

Bid Due Date: 02/02/12

Bidder Email Address:

Bid Due Time: 11:00 am CST

Vendor hereby agrees to comply with all conditions of this Invitation to Bid and ensuing proposal. Bidder guarantees that the product offered will meet or exceed specifications identified in this proposal.

Norman Public Schools conducts all bids in accordance with NPS Board of Education approved policy. Contracts for one item/service, or multiples of that item/service in excess of \$25,000 shall be awarded based on the results of a sealed bid. In the event that a construction/improvement project exceeds \$50,000, regulations of the Competitive Bid Act of 1974 will be enforced.

Non-Collusion Affidavit

State of _____

County of _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signature of Representative: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

My Commission expires: _____

 Notary Public



Terms & Conditions

1. Proposals must be submitted in accordance with the terms and conditions contained in this Invitation to Bid/Request for Proposal/Request for Quote (hereinafter "ITB/RFP/RFQ").
2. All ITB/RFP/RFQ/RFQ's submitted are subject to the District's purchasing policies and procedures and the terms and conditions listed herein, which are made a part of this ITB/RFP/RFQ by reference. This ITB/RFP/RFQ, any purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma and the District's purchasing policies and procedures.
3. Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to the Norman Public Schools (hereinafter "NPS") Director of Purchasing in writing via facsimile or email. These guidelines for communication have been established to ensure a fair and equitable evaluation process for all respondents.
4. **Preparation of Invitation to Bid/Request for Proposal/Request for Quote (hereinafter "bid"):**
 - a. It is the bidder's responsibility to examine the bid to include, but not limited to:
 - b. General Terms and Conditions, Specifications, Amendments, Attachments, Meetings, etc.
 - c. Bidder shall return, sign, and notarize (if applicable) all required forms listed on the cover page.
 - d. Bid shall be typewritten or written in ink. Pencil bids will not be accepted. Erasures or changes shall be initialed by the authorized individual signing this bid.

5. Bid Submission

Bid shall be placed in a sealed envelope bearing the proposal number, date & time of bid opening, and bidder's company name and address. Facsimile and telephone bids are unacceptable. Bids received after the stated bid opening date and time shall not be accepted and shall be returned unopened to the vendor. NPS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any other means of delivery. All bids shall be delivered to the NPS Purchasing Department, 131 S. Flood Avenue, Norman, OK 73069.

By submitting this bid, vendor acknowledges and approves the terms and conditions established by the District in this bid. These terms and conditions may not be altered by the vendor, either by the terms of the bid or by any acknowledgement or attachment.

6. Amendments

Bidder shall acknowledge receipt of amendment(s) to bids by signing and returning the amendment(s). Amendment acknowledgement(s) may be submitted with the bid reply or may be forwarded separately via mail or facsimile. The amendment(s) shall be received on or before the bid due date and time.

7. Preparation Costs

NPS will not be liable for any costs associated with the preparation of materials for offeror's bid submission.

8. Bid Openings

Sealed bids are publicly opened and read aloud at the time and date specified. Vendors are invited to attend bid openings.

NPS reserves the right to reject any or all bids, accept the bid deemed most advantageous to the school district, and to waive any technicalities. The district is under no obligation to accept any bid.

9. Solicitation Results

The Purchasing Department, upon evaluation of solicitation results, and unless all responses are rejected, will issue a Purchase Order if the amount is less than \$25,000.00. If the amount is greater than \$25,000.00, the Director of Purchasing will recommend the award to the Board of Education for approval at a public Board of Education meeting. If approved, the Purchasing Department will subsequently issue the Purchase Order. The Purchasing Department does not routinely notify unsuccessful vendors or mail bid tabulations. Bid results are available upon request.

10. All or None

Contracts resulting from this bid may be awarded on an "All or None" basis, or by individual item or grouped items, whichever is deemed to be in the best interest of NPS. Contract awards will be made to the lowest and the best bidder. Contract award decisions are further subject to any additional terms and conditions contained in this bid.

11. Tie Bids

In the instance where one or more vendors shall offer materials, supplies, services, or other equipment at an identical "total price," preference shall be given to such vendors in the following order:

- A. Local
- B. State
- C. State Contract Vendors
- D. Others

In those instances where two or more vendors who are judged to belong in the same classification shall submit identical quotations for the same item, it shall be the administrative responsibility of the Director of Purchasing Services to select that vendor who shall be awarded the purchase contract based upon consideration of each vendor's past performance such as meeting delivery deadlines, product warranties, and meeting specifications. If the past performance of the vendors is equal, then the selection shall be by means of a chance drawing conducted by the Director of Purchasing Services and witnessed by those vendors affected provided they express a desire to be present.

- 12.** Norman Public Schools reserves the right to reject any or all bids, accept the bid/proposal deemed most advantageous to the school district, and to waive any technicalities. The district is under no obligation to accept any proposal.

13. Delivery

Unless otherwise specified, all items ordered for delivery shall be delivered to the Norman Public Schools Warehouse located at 4100 North Flood, Norman, OK 73069



Terms & Conditions Continued

14. Award Questions/Protest:

Any bidder may question the award or decision to award a contract by submitting concerns in writing to the Director of Purchasing no later than ten (10) days after the award is made. The Director of Purchasing will review and reply, as well as initiate any appropriate action.

15. Employees of business having contract with school conviction of sex offense or felony:

- A. No person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if such employee is convicted in this state, the United States, or another state of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.
- B. Every person or business performing services not subject to subsection A of this section on the property of a school or school district shall be required to sign a statement declaring that no employee working on school premises under the authority of such business is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act and that the business is not in violation of the provisions of this section. Compliance with this statute shall be required of the person or private business, and there shall be no obligation placed upon a school district to ascertain the truthfulness of the affidavit.

16. Warranty

The Vendor warrants to NPS that all goods and services furnished hereunder will conform in all respects to the terms of this bid, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

17. NPS Vendor Listing

A vendor may be included on the bid list by faxing, mailing, or emailing a completed and signed Vendor Qualification form or Contractor Qualification form. The vendor shall attach the completed commodity list and send to the Director of Purchasing. Vendors having no bid activity within a twelve-month period shall be removed from the list and may only be re-entered by following the appropriate procedures listed above. If a vendor wishes to refrain from a particular bid, the vendor shall return the front page of the packet with the words "No Bid" in order to remain on the active bidders list. A vendor may be removed from the bid list for unsatisfactory performance.

18. Taxes

The Norman Public School District is exempt from Federal and State taxes. A tax exemption certificate will be provided by the Purchasing Department upon request by the vendor.

19. If awarded the contract, the bidder hereby agrees to furnish all materials and labor for the total completion of stated project not to exceed the cost guaranteed by this bid. Furthermore, the project shall be completed in the manner and time specified in the bid/proposal packet.

20. Insurance

- A. If any work must be performed on the campus of NPS by the vendor, the vendor shall provide comprehensive broad form liability insurance in at least the amount of \$1,000,000 combined bodily injury and property damage for any and all liability, loss, costs, damage, or expense arising out of the terms and performance of this agreement caused by its operations, its agents, or employees. Workers' Compensation Insurance as prescribed by the laws of the State of Oklahoma must also be carried.
- B. Vendor shall provide a certificate or certificates of insurance showing that the prescribed policies are in force and effect and naming NPS as an additional insured. Each certificate shall provide that the insurance company shall not change or cancel any insurance until NPS has been notified in writing at least thirty (30) days before the date of change or cancellation.
- C. The vendor will hold NPS harmless, and will assume all responsibility for personal injury and property damage occurring in connection with the project.

21. Competitive Bidding Act of 1974 (Applies to section 19.1 and 19.2 only)

In the event that a construction/improvement project exceeds \$50,000, regulations of the Competitive Bid Act of 1974 will be enforced. It is the responsibility of the Contractor and all the Sub-contractors and suppliers to familiarize themselves with this law and to comply fully with all of its provisions.

21.1 Bond

- A. Each Bidder shall submit with proposal a Bidder's Bond as required in the RFP General Information Item 2. Such bond will be payable to the Norman Public Schools, 131 South Flood, Norman Oklahoma, in an amount of not less than 5% of the base proposal. There shall be forfeited to the Owner the cost of republication of notice to bidders, all actual expenses incurred by reason of Bidder's default, and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but not to exceed the amount of the Bid Bond, in the event that the apparently successful Bidder fails to execute the Contract or fails to provide the required Bonds and Insurance to the Owner.
- B. Performance Bonds, Statutory Payment Bonds and Defect Bonds will be required for all Work done under this Contract, and the cost of said Bonds will be included in the Contractor's Proposal. Bonds shall meet the requirements of the Public Competitive Bidding Act of 1974 of the State of Oklahoma, as amended.
- C. Within a period of thirty calendar days after the opening of bids, a contract shall be executed between the Owner and the successful bidder and all required bonds and insurance shall be provided within that period.

21.2 Liquidated Damages

The Owner will suffer financial loss if the project is not substantially complete within the time limitation set forth above. The Contractor and his Surety will be liable for and shall pay to the Owner the sum of Two Hundred and Fifty Dollars (\$250) as fixed, agreed and liquidated damages for each calendar day beyond such time limitation that the Work under this Contract is not substantially complete and beneficial occupancy begins. The liquidated damages shall apply to each project site separately.



**General Information
Invitation to Bid # 2012022
New 59-Passenger School Buses**

1. Inquiries

All inquiries concerning this bid shall be received no later than **11:00 am CT on 01/18/12**. **Inquiries must be sent in writing to the Purchasing Director**. Contact of any type with any other Norman Public School employee besides the Purchasing Director regarding this or any bid is strictly prohibited and punishable by immediate suspension of this bid and possibly future bids.

**Send questions via facsimile or email to:
Kimberly Bauer, Director of Purchasing
Norman Public Schools, Independent District I-29
Phone: 405-447-6555
Email: kbauer@norman.k12.ok.us
Facsimile: 405-573-3555**

2. Required Forms – Failure to provide the forms checked below shall result in disqualification of bid.

- Signed and Notarized Non Collusion Affidavit
- Signed Pricing Page
- Signed Declaration of Sex Offender Affidavit
- Signed and Notarized Business Relationships Affidavit
- Completed and signed IRS W9 Form
- Signed Letter certifying vendor is not on the Government Debarment and Suspension (Excluded Parties List)
- References – Five (5) Business References (Contact, Address, Phone, Fax, Email if available)
- Copy of Required Licenses (if required)
- Bidders Bond (cashier check, certified check, or surety bond) **ONLY when box is checked, a bid bond must accompany sealed bid regardless of the amount of the bid.**

3. Required forms due when contract is awarded:

- Signed and Notarized Contract Affidavit
- Performance Bond
- Statutory Bond
- Defect Bond
- Certificate of Insurance

4. Amendments to ITB

In the event it should be necessary to revise any portion of this ITB, an amendment will be issued following the inquiry deadline date and time.

5. Warranty

Vendor must provide full copy of written warranty with sealed bid.

6. Removal of Trash/Debris

The vendor shall be responsible for the removal of any trash or debris associated with the job assignment.

7. Evaluation Criteria

- Cost
- Delivery Date
- Proximity to Source
- Warranty
- References – at least five (5) from within the last 6 months



**Scope of Work & Specifications
Invitation to Bid # 2012022
New 59-Passenger School Buses**

Scope of Work

The purpose of this invitation to bid is to provide specifications for the purpose of purchasing four (4) full sized, Diesel Engine, New 59-Passenger School Buses to be used throughout the Norman Public Schools District. All buses must be factory new, current year models. **Although the specifications are shown separately, bus chassis and bus body are to be quoted and delivered as one. Buses must meet and/or exceed the State & Federal Minimum Requirements for School Buses, in effect January 1, 2012.** An Adcomp Digital DVR 3-camera system will be installed in each bus (district will supply cameras).

Buses must be delivered on or before August, 2012.

Vendor must supply and install all components of the Digital DVR 3-camera system which is exactly compatible with the Adcomp camera, with the exception of the camera itself. Vendors must supply a letter from Adcomp confirming compatibility with their proposed system. The district will supply three (3) Adcomp cameras for each bus for installation by the vendor with the system.

Specifications - Regarding Bus Chassis:

1. Inline 6 cylinder diesel, turbo charged, with electronic fuel injection. Although a urea system will be considered, the District will show a preference to the vendor which provides a non urea system (220 minimum hp and 7.5 liter or equal)
2. Spring suspension
3. 24,500 GVW (gross vehicle weight) minimum rating.
4. Approximately 236" wheel base.
5. Six 295/75R 22.5 tires. Tubeless radials with 10-hole steel bud wheels. Rear tires will be all season radial tires. Front tires highway type tread.
6. Dry air cleaner with air restriction gauge.
7. Two front and rear frame mounted tow hooks.
8. 10,000 lb. front axle and springs.
9. 17,500 lb. rear axle (single speed) ratio 529.
10. Progressive rear springs: 18,000 lbs.
11. Front and rear gas shocks.
12. Heavy duty radiator.
13. Hydraulic front and rear disc brakes system.
14. Two-12 volt batteries, at least 1850 CCA capacity.
15. Allison automatic 2000 5-speed over drive transmission with temperature gauge.
16. Stainless Steel Exhaust System
17. 60-gallon fuel tank, with fuel water separator.
18. Power steering with Heavy Duty Cooler.
19. 200 or 220 amp alternator
20. Heavy duty steel front bumper
21. Manual reset circuit breakers instead of fuses
22. Warning light and audible alarm (low oil level)
23. Warning light and audible alarm (low oil pressure)
24. Warning light and audible alarm (high water temperature)
25. Warning audible alarm (headlights on)



**Scope of Work & Specifications
Invitation to Bid # 2012022
New 59-Passenger School Buses**

Option Regarding Bus Chassis:

- Air ride suspension

Specifications - Regarding Bus Body:

26. All required lettering and legal equipment required by Oklahoma State and Federal laws
27. Front and rear heater minimum 85,000 BTU
28. Two defroster fans. Two speeds, mounted upper left and upper center.
29. Heater booster pump
30. Acoustic headliner throughout
31. Intermittent wipers
32. All exterior rear-view mirrors shall be remote control/heated type
33. Left and right front mounted heated cross over mirrors.
34. Circuit breakers instead of fuses.
35. Load door must be manual or air operated (no electrically operated type door)
36. Solenoid switch (cut off switch for all body electrical circuits with the exception of the directional signals and flashers).
37. Entire under floor wheel housing and skirts undercoated.
38. Winter fronts attached to grill
39. Fuel tank sending unit inspection plate mounted in floor above tank
40. Padded shoulder rails
41. AM/FM radio with (6) speakers. Match size (watts) of speakers to radio.
42. Interior public address system integrated into AM/FM radio speakers.
43. Seat belts:
 - Three per seat
 - Color coded
 - Non-retractable
44. White painted roof
45. Tinted windows
46. Doran 16 light monitor
47. Vandal lock system
48. Reflective 3M tape on front and rear of bus. Including bumpers and safety exits.
49. Armored marker lights
50. Armored white strobe, mounted top rear of bus.
51. Guard for rear lower door glass
52. Please include six sets of black 4" vinyl numbers. After award, awarded vendor will be given contact information in order to be given NPS number assignment.

Options regarding bus body:

- Entire bus LED light system
- Factory installed air conditioning: (2) evaporative units. No roof mounts will be acceptable.

**Pricing Page
Invitation to Bid # 2012022
New 59-Passenger School Buses**

→ _____ Signature of Authorized Agent	→ _____ Printed Name of Authorized Agent
Failure to sign this form will disqualify bid.	

Bus Chassis and Bus Body are to be quoted and delivered as one.

Price per Current Model Year 59-Passenger Diesel Engine Bus \$ _____

Cost for freight/delivery \$ _____

**Total delivered price for (4) Current Model Year 59-Passenger Diesel Engine Buses
(Show Price without options)** \$ _____

Model and year of Bus in above price _____

Urea or Non Urea system _____

**Expected Delivery Date ARO (After Receive Order)
Buses must be delivered on or before August, 2012.** _____

ADDITIONS to TOTAL price stated above:

Options Regarding Bus Chassis:

- Air ride suspension cost \$ _____

Options regarding bus body:

- Entire bus LED light system cost \$ _____
- Factory installed air conditioning: (2) evaporative units. \$ _____

Purchase contingent on receipt of bond funds.

The Board of Education reserves the right to reject any or all bids and to award the bid to the lowest and/or best bidder.

(This affidavit shall accompany the bid)

Business Relationships Affidavit

State of _____

County of _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, Affiant should so state.)

Signature of Representative: _____

Subscribed and sworn to before this _____ day of _____.

Notary Public

My commission expires

(This affidavit required upon contract award if amount exceeds \$50,000)

Contract Affidavit

State of _____

COUNTY OF _____

_____, of
lawful age, being first duly sworn, on oath, says that (s)he is the agent authorized by dealer to submit the attached contract to the Board of Education, Norman, Oklahoma. Affiant further states that dealer has not paid, given, nor donated, or agreed to pay, give, or donate to any officer or employee of the Board of Education, Norman, Oklahoma, any money or other thing of value, either directly or indirectly in the procuring of the contract.

Signature

Subscribed and sworn before me this day:

Notary Public

My commission expires