



**Master Agreement**

**Effective Date:** 12/19/18

**Expiration Date:** 12/17/20

**Master Agreement Description:** 2018 SCHOOL BUS AWARD

**Buyer Information**

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

Donny Crockett 207-287-5662 ext. Donny.Crockett@maine.gov

**Requestor Information**

Pamela Partridge 207-624-6790 ext. pamela.partridge@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Extending another year

**Authorized Departments**

05A DEPT OF EDUCATION

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC0000100011

**Vendor Name**

W.C. CRESSEY & SON

**Alias/DBA**

**Vendor Address Information**

2 COMMERCE DRIVE

KENNEBUNK, ME 04043

US

**Vendor Contact Information**

BRIAN CRESSEY

207-985-6111 ext.

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** W.C. CRESSEY & SON

**Commodity Line #:** 1

**Commodity Code:** 07033

**Commodity Description:** School Buses, Class A-1 & A-2

**Commodity Specifications:** As per the specifications attached made part of this MA

**Commodity Extended Description:** A-1 & A-2 class-see attached award summary for specific types for this vendor

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b> 0	<b>Free On Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b> 12/19/18	<b>Service End Date</b> 12/17/20
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** W.C. CRESSEY & SON

**Commodity Line #:** 2

**Commodity Code:** 07033

**Commodity Description:** School Buses, Class C, Conventional

**Commodity Specifications:** As per the specifications attached made part of this MA

**Commodity Extended Description:** Class C Conventional-see attached award summary for specific types for this vendor

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b> 0	<b>Free On Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b> 12/19/18	<b>Service End Date</b> 12/17/20
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** W.C. CRESSEY & SON

**Commodity Line #:** 3

**Commodity Code:** 07033

**Commodity Description:** School Buses, Class D, Forward Engine

**Commodity Specifications:** As per the specifications attached made part of this MA

**Commodity Extended Description:** Class D Forward Engine-see attached award summary for specific types for this vendor

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b> 0	<b>Free On Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b> 12/19/18	<b>Service End Date</b> 12/17/20
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** W.C. CRESSEY & SON

**Commodity Line #:** 4

**Commodity Code:** 07033

**Commodity Description:** School Buses, Class D, Rear Engine

**Commodity Specifications:** As per the specifications attached made part of this MA

**Commodity Extended Description:** Class D Rear Engine-see attached award summary for specific types for this vendor

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b> 0	<b>Free On Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b> 12/19/18	<b>Service End Date</b> 12/17/20
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Division of Purchases  
Burton M Cross Bldg.  
9 State House Station  
Augusta, ME 04333-0009  
Tel. (207) 624-7334  
Fax. # (207) 287-6578

Contract Number  
MA 18P 1812030000000000069

**EXTENSION OF ANNUAL CONTRACT**

**Commodity Item:** School Buses

**Contractor:** W.C. Cressey & Son

**Contract Period Extended To:** 12/17/2020

**Current Pricing:** Current Base price

**New additions:** Crossing Gate - \$174  
Cummins Engine tariff - \$205

**Extension Clause:** The State reserves the right to extend this contract for a period of one year, with the consent of the contractor.

**Agreement to Extend Contract:**

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract No #\_MA 18P 181203\*0069 until December 17, 2020 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: *W.C. Cressey & Son Inc*

By: *[Signature]* President

E-mail Address: *brian.cressey@wcressey.com*

Date: *11/8/19*

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF BUSINESS MANAGEMENT  
DIVISION OF PROCUREMENT SERVICES**

**RFQ # 05A18082100000000000056**

**FY2019 School Bus Bid**

**Quotations/Responses Due: 10/23/2018** not later than 4:00 p.m. local time

**Note:** *All questions* must be provided via the State of Maine's e-Procurement system: AdvantageME / Vendor Self Service (VSS). *All bid responses* must be provided via the Central Indiana Educational Service Center's (CIESC) website at [www.maine.cooppurchase.com](http://www.maine.cooppurchase.com).

**General Instructions on Bidder Questions**

It is the responsibility of each Bidder to examine the entire RFQ and to seek clarification by submitting questions through the Q & A List tab on the Solicitation page. Any answers to questions will appear there as well. It is the vendor's responsibility to log in to view all questions and answers posted. Additional information obtained any other way will not be valid.

**In the event that you must contact us for any other reasons than the Q & A previously mentioned,** only the Buyer (Donny Crockett) listed on the Solicitation page may be contacted from the time this RFQ is issued until award notification is made. No other person/State employee is empowered to make binding statements regarding this RFQ. Violation of this provision may lead to disqualification from the bidding process, at the State's discretion.

**Summary**

For this competitive Request for Quotations (RFQ) process, the State of Maine Division of Procurement Services ("Division") is acting on behalf of the **Dept. of Education and all Maine School Districts** ("Requesting Department"). The Division and the Requesting Department seek quotations (also referred to as "bids" or "responses" herein) to provide the goods/services listed above. This document provides instructions and descriptions of requirements for this competitive process.

# RFQ REQUIREMENTS

## 1. Description of Requirements

The following is a description of the goods and/or services sought by the State of Maine under this RFQ.

- **Please see Appendix E on page 15**

## 2. Bid Contents Requirements

In addition to the cost, delivery, and other information required in VSS, all bids should contain the following information as attachments, in the Appendices listed below:

- **Appendix A: Bid Cover Page (Page 9 of this document)**
- **Appendix B: Debarment & Suspension form (Pages 10-12 of this document)**
- **Appendix C: Maine Business and Economic Impact Consideration Form (Page 13 of this document)**
- **Appendix D: Municipality Political Subdivision and School District Participation Certification (Page 14 of this document)**
- **Product Data/Information Sheets**
- **Warranty Information**

## 3. Master Agreement Term

In addition to any mutually agreed upon delivery dates for purchases of goods, the contract resulting from this RFQ will have a term, or “Period of Performance”, during which the contract is considered to be in effect. The anticipated contract term is defined in the table below. Please note that the dates below are estimated and may be adjusted as necessary in order to comply with all procedural requirements associated with this RFQ and the contracting process. The actual contract start date will be established by the completed and approved contract. The State reserves the right to make multiple awards as a result of this solicitation.

Contract Renewal: Following the initial term of the contract, the Division may opt to renew the contract for **three** renewal periods of one year each, subject to continued availability of funding and satisfactory delivery/performance.

The term of the anticipated contract(s), resulting from this RFQ, is defined as follows:

<b>Period</b>	<b>Start Date</b>	<b>End Date</b>
Initial Period of Performance	11/1/2018	10/31/2019
Renewal Period #1	11/1/2019	10/31/2020
Renewal Period #2	11/1/2020	10/31/2021
Renewal Period #3	11/1/2021	10/31/2022

## 4. Submitting a Quotation

- a. **Quotations Due:** Quotations must be received no later than 4:00 p.m. Eastern Standard Time (EST), on the date listed in VSS. Quotations received after the 4:00 p.m. deadline will not be accepted.
- b. **Submission Instructions:** Bidders must submit their online bids in the **CIESC-Maine Bus Purchasing Program**. More information on this system can be found at: [www.maine.cooppurchase.com](http://www.maine.cooppurchase.com).
- c. **Multiple Quotations:** Unless specifically prohibited in Section 1 of this RFQ, Bidders are permitted to submit multiple quotations for this RFQ, offering alternative items or pricing for the State of Maine to consider in its best value determination.
- d. **Withdrawal of a Quotation:** Bidders are permitted to withdraw their own quotations up until the due date and time for receipt of quotations. Quotations cannot be withdrawn after the due date and time for receipt of quotations.
- e. **Attachments:** Any attachments provided with the CIESC bid submission must be in MS Word, MS Excel, or Adobe (.pdf) format, unless otherwise specified in Section 1 of this RFQ. Vendors are encouraged to submit supporting documentation that aid the requesting department in understanding how the bid conforms to the requirements.
- f. **Vendor specifications:** Unless otherwise stated in this RFQ document, limited specification information will be required upon submission of a bid in response to this RFQ. However, a Bidder's response should include an affirmative statement that their bid complies with all requirements of this RFQ, unless the Bidder specifically addresses how its bid differs from the specifications, and why the differences should be deemed acceptable by the State.

## 5. General Instructions

- a. The Bidder must submit a cost quotation response that covers the goods and term of the contract, including any optional renewal.
- b. The cost quotation shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFQ requirements.
- c. Failure to provide the requested information may result in the exclusion of the quotation from consideration, at the discretion of the Division.
- d. No costs related to the preparation of the quotation for this RFQ or to the negotiation of the contract with the Department may be included in the quotation.
- e. The State is exempt from the payment of Federal, State and local Taxes on articles not for resale. Please provide quotations that do not include these taxes. Upon application, an exemption certificate can be furnished by the State at the point of contract finalization.

## 6. Quotation Evaluation and Selection

Evaluation of the submitted quotations shall be accomplished as detailed below:

- a. State of Maine RFQ documents are evaluated on a **Best Value** basis. The term "Best Value" may take into consideration the qualities of the goods or services to be supplied, their conformity with the specifications listed in the RFQ, the purposes for which they are required, the date of delivery, and the best interest of the State. Once the goods or services have been determined to conform to the specifications then the Division will make its award decision based on the lowest price among the Bidders. Delivery days can be a factor in awarding.

- b. The State reserves the right to not make an award to the lowest price bidder when that bidder has had documented poor performance and/or a contract terminated or not renewed within the last five years.
- c. At the discretion of the Division, if a Bidder’s submission is deemed to not conform to the specifications listed in the RFQ, or otherwise not conform to the requirements of the RFQ, then that Bidder’s submission may not be considered for contract award.
- d. In the event that no Bidder submission conforms to the specifications of this RFQ, then the Division may choose not to make any award. Alternatively, the Division may make an award to the Best Value Bidder whose specifications *most closely meet* the specifications of this RFQ. For example, if there are five specification requirements, and two responses are received with one Bidder meeting four requirements, and one bidder meeting three requirements, then the Division, at its discretion, may make a contract award to the Bidder meeting four requirements.
- e. If the specifications provided with this RFQ are of a technical nature, then the Division’s RFQ Coordinator, at his or her discretion, may seek to use an evaluation team comprised of subject matter experts, end-users from the Requesting Department, or other State Department representatives. In such a case, the evaluation team will judge the merits of the quotations received in accordance with the best value criteria defined in the RFQ.
- f. **Maine Business and Economic Impact Consideration**  
Using **Appendix C** (Maine Business and Economic Impact Consideration Form), the Bidder (Bidder identified on the “Bid Cover Page” - **Appendix A**) is required to describe the Bidder’s investment in the State of Maine as reported on the most recently completed IRS form W-2. Consideration of this information in making contract award decisions is required in accordance with Executive Order 2017-003, which states “Evaluators of competitive bids for goods and services shall give consideration to the investment in the State by business enterprises as a best-value criterion.” The State reserves the right to verify this information at any time during the evaluation process or after.

The Maine Business and Economic Impact Consideration will allow up to a 10% reduction in a Bidder’s submitted price for comparison purposes when determining award. The exact percentage will be determined using the information provided by Bidders on their submitted Maine Business and Economic Impact Consideration Form (**Appendix C**) compared to the percentage breakdowns below:

<b>Maine Business Analysis</b>	<b>Percentage</b>
Average Percentage of Maine Business Impact - 1 to 74%	2%
Average Percentage of Maine Business Impact - 75 to 100%	4%

<b>Maine Economic Impact</b>	<b>Percentage</b>
Sum of Maine Economic Analysis - \$1 to \$1,000,000	2%
Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000	4%
Sum of Maine Economic Analysis - over \$10,000,000	6%

The percentages from both Maine Business Analysis and Maine Economic Impact will be combined for a Bidder’s total percentage reduction in price. For example, if a Bidder has a “Average Percentage of Maine Business Impact - 1 to 74%” in Maine Business Analysis and a “Sum of Maine Economic Analysis - \$1,000,001 to \$10,000,000” in Maine Economic Impact, their total percentage reduction for price comparison would be 6% (2% + 4%).

## 7. Negotiations

- a. No Best and Final Offers: The State of Maine will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their Best Value pricing with the submission of their quotation.
- b. The Division reserves the right to negotiate with the successful Bidder to finalize a contract at the same rate or cost of goods and services as presented in the selected quotation. Such negotiations may not significantly vary the content, nature or requirements of the quotation or the RFQ to an extent that may affect the price of goods or services requested. The Division reserves the right to terminate contract negotiations with a selected Bidder who submits a proposed contract significantly different from the quotation submitted in response to the RFQ.
- c. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the Division may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Division may cancel the RFQ, at its sole discretion.

# **TERMS AND CONDITIONS FOR RFQ AND CONTRACT**

## **PART I GENERAL INFORMATION ON RFQs**

### **A. Purpose and Background**

The State of Maine (“State”) Department of Administrative and Financial Services (“Department”), Bureau of Business Management (“Bureau”), Division of Procurement Services (“Division”) acts as the purchasing agent on behalf of all Executive Departments and other agencies within State Government. For this competitive Request for Quotations (RFQ) process, the Division is acting on behalf of the Requesting Department listed on the cover page. The Division and the Requesting Department seek quotations (also referred to as “bids” or “responses” herein) to provide the goods/services as defined above in Section 1 of this document. This document provides instructions for submitting quotations, the procedure and criteria by which the Bidder(s) will be selected, and the contractual terms which will govern the relationship between the State and the awarded Bidder(s). Following Bidder selection and upon reaching a mutual agreement, the State and the selected Bidder(s) will enter into a contract – taking the form of a State of Maine Master Agreement (generally referred to as “contract” herein).

### **B. General Provisions**

1. Issuance of this RFQ does not commit the Division or the Requesting Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to this RFQ. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
2. All responses to this RFQ should adhere to the instructions and format requirements outlined in this RFQ and all written supplements and amendments (such as the Division’s answers to the Bidders’ questions submitted through the VSS), as issued by the Division. Responses are to follow the format and respond to all questions and instructions specified above in the “Submitting a Quotation” section of this RFQ.
3. Bidders shall take careful note that in evaluating a quotation submitted in response to this RFQ, the Department may consider materials provided in the quotation, information obtained through interviews/presentations (if any), and internal information of previous contract history between the Division and the Bidder (if any). The Division also reserves the right to consider other reliable references and publicly available information available in evaluating a Bidder’s experience and capabilities, if needed. All responses to this RFQ shall be considered to be authorized to legally bind the Bidder, and if selected for award, shall contain or be considered to contain a statement that the quotation and the pricing contained therein will remain valid and binding for a period of at least 180 days from the date and time of the bid opening.
4. The RFQ and the selected Bidder’s quotation, including all appendices or attachments, may be incorporated in the final contract.
5. Following announcement of an award decision, all submissions in response to this RFQ will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.).  
<http://www.mainelegislature.org/legis/statutes/1/title1sec401.html>
6. The Division, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in quotations received in response to this RFQ.

7. The Division reserves the right to authorize other State Departments to use the contract(s) resulting from this RFQ, if it is deemed to be beneficial for the State to do so.
8. All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.

### **C. Eligibility to Submit Bids**

Public agencies, private for-profit companies, and non-profit companies and institutions are invited to submit bids in response to State of Maine Requests for Quotations.

### **D. Delivery Terms**

For the purchase of goods, the Division and selected Bidder will decide upon a delivery date in accordance with the State's requirements and the terms offered in the Bidder's quotation. *Unless stated otherwise in Section 1 of this RFQ, all deliveries are expected with shipping terms of "Free on Board (FOB) – Destination"*. The State intends for this to mean that all goods shall be priced in the bid response to include shipping charges, if any, to the State's desired location. The "FOB – Destination" shipping term is also intended to mean that the State shall not bear any responsibility for the goods in question until the State takes possession of them at the destination point of delivery.

### **E. Alternate Bids and Approved Equals**

When, in bid forms and specifications, an article or material is identified by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted with the identification, is implied. Any Bidder that seeks to propose an alternate item from what is specified in this RFQ should refer to State of Maine Statute 5 MRSA §1825-B, for "Bids, awards and contracts", found here: <http://www.mainelegislature.org/legis/statutes/5/title5sec1825-B.html>

### **F. Appeal of Contract Awards**

Any person aggrieved by the award decision that results from this RFQ may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in 5 MRSA § 1825-E and 18-554 Code of Maine Rules, Chapter 120 (found here: <http://www.maine.gov/purchases/policies/120.shtml>). The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of contract award.

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## PART II CONTRACT ADMINISTRATION AND CONDITIONS

### A. Contract Document

The successful Bidder will be required to execute a contract in the form of a State of Maine Master Agreement.

The Standard Terms and Conditions used with the aforementioned contract type may be found on the Division of Procurement Services' website at the following link:

[http://www.maine.gov/purchases/info/forms/BPO\\_General\\_Terms.doc](http://www.maine.gov/purchases/info/forms/BPO_General_Terms.doc)

In the event that the State of Maine's Standard Terms and Conditions or RFQ provisions do not otherwise cover contractual scenarios that are specific to the goods or services being purchased under this RFQ, then the State is willing to consider a Bidder's standard terms and conditions. Consideration or use of a Bidder's standard terms and conditions shall only occur under the general agreement that in the event of a conflict, the State of Maine's Standard Terms and Conditions and RFQ provisions shall take precedence.

Other forms and contract documents commonly used by the State can be found on the Division of Procurement Services' website at the following link:

<http://www.maine.gov/purchases/info/forms.shtml>

### B. Independent Capacity

In providing services and performing under the contract, the successful Bidder shall act independently and not as an agent of the State of Maine.

### C. Payments and Other Provisions

**The State anticipates that Maine School Districts will be paying the selected Bidder for goods and services received, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice.** An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from this RFQ.

The State of Maine **and Maine School Districts** reserve the right to pay for goods purchased through this solicitation by any of several available means, which include but may not be limited to check, EFT, and/or procurement card. Bidders are advised that state statute precludes sellers from imposing a surcharge on credit or debit card purchases (text follows):

“9-A MRS §8-509 (1): A seller in a sales transaction may not impose a surcharge on a cardholder who elects to use a credit card or debit card in lieu of payment by cash, check or similar means.”

# Appendix A

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**BID COVER PAGE**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

Name:	Title:
Authorized Signature:	Date:

**Appendix B**

**Vendor Name:** \_\_\_\_\_ **RFQ#: 05A180821\*56** **Date:** \_\_\_\_\_

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Certification Regarding  
Debarment, Suspension and Other Responsibility Matters  
Primary covered Transactions

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This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants’ Responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS  
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name and Title, Authorized Representative

\_\_\_\_\_  
Signature

## Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the State of Maine determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the State of Maine determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the State of Maine may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the State of Maine if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the State of Maine for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State of Maine.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” provided by the State of Maine, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the State of Maine may terminate this transaction for cause or default.

**Appendix C**

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**MAINE BUSINESS AND ECONOMIC IMPACT CONSIDERATION FORM**

**RFQ # 05A18082100000000000056**

Maine Business and Economic Impact Consideration, as defined in this RFQ document, will ONLY be applied to bids that included the information requested below.

Instructions:

**Maine Business Analysis**

1. Fill in the total number of full time employees (FTE) your company employs companywide and how many of the FTE are Maine residents.
2. Fill in the total dollar value for companywide payroll and the total amount of payroll paid to Maine Residents.

**Maine Economic Impact**

1. Fill in the amount stated on your company’s most recent W-2 for:
  - Income taxes paid in Maine
  - Property taxes paid in Maine
2. Fill in the amount of wages paid to Maine residents.
3. Fill in the estimated dollar value your company paid to Maine Subcontractors in the last fiscal year.

Bidder's Organization Name:	
-----------------------------	--

<b>MAINE BUSINESS ANALYSIS</b>		
	Total	Maine Residents
Number of FTE Employees:		
Payroll:		

<b>MAINE ECONOMIC IMPACT</b>	
Income Taxes Paid (State):	
Property Taxes Paid (Local):	
Wages to Maine Residents:	
Payments to Maine Subcontractors Estimated:	

**Appendix D**

**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**MUNICIPALITY POLITICAL SUBDIVISION and SCHOOL DISTRICT PARTICIPATION  
CERTIFICATION**

**RFQ # 05A18082100000000000056**

**2018-19 School Bus Bid**

The Division of Procurement Services is committed to providing purchasing opportunities for **municipalities, political subdivisions and school districts** in Maine by allowing them access, through our vendors, to our contract pricing. A bidder's willingness to extend contract pricing to these entities will be taken into consideration in making awards.

Will you accept orders from political subdivisions and school districts in Maine at the prices quoted?

\_\_\_\_\_ Yes

\_\_\_\_\_ Yes, with conditions as follows:

\_\_\_\_\_ No

**Name of Company:**

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**Address:**

---

**Signature:**

---

**Date:**

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## Appendix E

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

DETAILED SPECIFICATIONS

RFQ # 05A1808210000000000056

**2018-19 School Bus Bid**

The State of Maine is seeking bids for school buses:

- Class A-1 & A-2
- Conventional
- Ford Transit
- Class D, Front Engine
- Class D, Rear Engine

Base bus specifications with options can be found in the CIESC system for the Maine Bus Purchase Program at:

[www.maine.cooppurchase.com](http://www.maine.cooppurchase.com)

All Buses must meet the minimum standards per the below statements/links:

- Federal
  - All school buses must meet all applicable Federal Motor Vehicle Safety Standards (FMVSS's) and all applicable State and Federal Laws.
- National
  - National School Transportation Specifications and Procedures 2015.
  - <http://www.nasdpts.org/ncstonline/Documents/NCST%202015%20Specifications%20and%20Procedures%2011.1.16.pdf>
- State
  - Code of Maine Regulations (05-071 CMR Chapter 86) Maine Uniform School Bus Specifications  
[https://www.maine.gov/doe/transportation/laws/Chapter%2086\\_FINAL\\_Effective%20090617\\_082817.docx.pdf](https://www.maine.gov/doe/transportation/laws/Chapter%2086_FINAL_Effective%20090617_082817.docx.pdf)

Vendors must meet all base bus specifications. For instance, if 3M Scotchlite Diamond Grade reflective tape is specified, every vendor must supply this item as specified. This applies to everything in the base bus specifications. By responding to this invitation to bid, each vendor hereby certifies to CIESC, the State of Maine and the school districts that it meets ALL of the base bus specifications outlined in this invitation to bid.

Vendors may not delete, change, modify or substitute a part or product from the base bus specifications, except as permitted by the bus specification options. Furthermore, vendors may not modify bus specification options. In other words, Vendors may not add new options to its proposal that are not otherwise found on the bus specification options list. A vendor may not list an item as not available or change their price and then add it as a dealer negotiated item. If a vendor does N/A an option and adds it back as a dealer negotiated item and the district purchases that bus, said vendor may be prohibited from bidding on that style of bus on the next State of Maine CIESC bid. Notwithstanding the above, if you have a concern with the base bus specifications and/or bus specification options and you require a clarification, please ask through the Q&A in VSS. Issues deemed to need correction or clarification will have the answer provided there as well.

The vendors shall provide copies of all warranties that are included in the base price of the bus. Extended warranty options are only for warranties that are an additional cost to the customer as an option and shall not have a value of “NC”, “SE” or “0”. Prices entered by vendors will be monitored by comparing to past history or comparable levels of similar warranties.

## Appendix F

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES

COST RESPONSE

RFQ # 05A18082100000000000056

**2018-19 School Bus Bid**

All responses to this RFQ need to be placed in the CIESC-Maine Bus Purchasing Program at: [www.maine.cooppurchase.com](http://www.maine.cooppurchase.com)

**REQUESTED RETURNED DOCUMENTS (To be attached in CIESC program):**

- **Appendix A:** Bid Cover Page (Page 9 of this document)
- **Appendix B:** Debarment & Suspension form (Pages 10-12 of this document)
- **Appendix C:** Maine Business and Economic Impact Consideration Form (Page 13 of this document)
- **Appendix D:** Municipality Political Subdivision and School District Participation Certification (Page 14 of this document)
- **Product Data/Information Sheets**
- **Warranty Information**

Resulting contract(s) will be posted on the Maine Department of Education's website.

### CLARIFICATION REGARDING SCHOOL BUS PURCHASES AND COMPETITIVE BIDDING

Department of Education Rule Chapter 81, Section 081.1(C) states that "competitive bidding must be accomplished for all school bus purchases." To clarify, in order for a school bus purchase to be eligible for State subsidy, the SAU must either (1) purchase the bus from the bidder selected through the State school bus RFQ or (2) provide evidence to the Department that the purchase was the result of a competitive bidding process conducted by the SAU. All interested, qualified bidders must be allowed to submit bids in response to the State's RFQ as well as in any local competitive bidding process. Bus purchases from bidders who did not participate in either the State or local competitive bidding process will not be eligible for State subsidy.

It is the State of Maine’s intent to make multiple awards on this bid. Awards will be made to each manufacturer that is deemed responsible and responsive. Each individual school district will then have the opportunity to purchase the overall lowest priced bus or the bus that best suits the individual needs of that district.

Provide all base bus specifications and option prices in whole dollars (no cents). In responding to this invitation to bid, each vendor must complete each field in the base bus specifications and in the bus specification options. If a field is left blank, it will be deemed a “No Bid.” An entry must be included in each price field. Therefore, if a field in the base bus specifications or bus specification options is left blank, the entire proposal may be rejected on that basis. Vendors will not be contacted regarding incomplete or incorrect bid submissions. A bid will be considered non-responsive if required information is not provided.

### **Role of CIESC**

This bid is under the auspices of the CIESC. CIESC’s sole responsibility in the bus purchasing program is to solicit bids from vendors, inform the State of Maine of the bid results, and assist in coordinating the purchase of buses. Neither CIESC nor the State of Maine, are responsible for delivery arrangements or for payment by participating school districts to vendors.

The role of the CIESC in the bid review process is limited to compiling a vendor price list for the State of Maine. CIESC is not verifying or guaranteeing that the vendors have met the base bus specifications. CIESC is simply a clearing house for the bids in order to create a spreadsheet to enable the State of Maine and its school districts to compare the various prices and options offered by each vendor, i.e., did the Vendor provide a price or a “N/A” response for each Option? As such, a Vendor’s bid is not deemed “accepted” even if the CIESC places the vendor on the comparison spreadsheet. It is not “accepted” until an award has been made in the form of a State of Maine Master Agreement. It is the intent of the CIESC to summarize the bids and publish the results as soon as possible following the bid opening. Bid results are issued to participating school districts that utilize this aggregate school bus purchasing program to design and purchase buses to meet their particular needs.

#### **DIRECTIONS FOR USING THE CIESC SOFTWARE PROGRAM**

1. Go to the CIESC purchasing web site: <https://www.cooppurchase.com>
2. Select vendor login and insert your user name and password.
3. Go to Bid Documents
4. Click “Bid Documents” from menu
5. Click “**FY2019 School Bus Bid**” from list.
6. Here you will find the Notice to Bidders, Forms and Specifications spread sheet for you to download.

7. After you download documents you can Click on "Response" or go to the "Bid Response" in the pull-down menu to enter your bid.
8. Click "Participate" to indicate you intend to bid.
9. In the first box all of the bid sheets will be available.
10. Click the product category that you want to insert pricing on.
11. Under the base price unlock those categories that you will be bidding on. You should see the column for that product appear below in the options area.
12. If you are not bidding a product style or a bus size within a bus style, lock that product so the column does not appear.
13. Specify the prices or availability for each product configuration option. Valid option values are a **dollar value** (positive or negative) indicating the cost of the option, "**SE**" (Standard Equipment), "**NA**" (Not Available or Not Applicable), or "**NC**" (No Charge, same as \$0). You can type in these valid options, or right-click to choose among them.
14. To save time entering information for the different product configurations in that category and the option value is the same, you may enter the value for the option in the "Copy to All" column and it will copy to each product category.
15. When completed with prices for a product category, click Save. NOTE: Work in progress can be saved at any step in the entry process. You may save, leave the program, and return at any point.
16. If you would like to make a comment on a specific cell, right click on the cell and you will be asked if you would like to add a comment. The corner of the cell will turn red to alert that a comment has been added. Buyers will be able to see the comments when building a specification by hovering over the cell. These comments will also be visible on the "conflict resolution" on the price comparison and purchase pages.
17. Repeat the process for all bus styles and sizes. The program requires **all** price cells to be filled in for those categories that you are bidding on.
18. In the "Forms" section please fill out the "Contact Information" for your company.
19. Upload the signed forms in a PDF format. Please send the original Non-Collusion Affidavit and Bid Signature Page to the CIESC.
20. Upload all of your support documents.
21. Add all of your stock units to program if you are including them.
22. When all of the boxes are green you are ready to click on "Finalize Submission".
23. After you finalize your submission you can then click on "Download Submission". This will give you your complete bid including bid sheets in zip file for your records.
- 24. After you finalize your submission you can come back and make changes up to the time of the bid opening. Just remember to make a new download of your submission for your records.**
25. If you have any problems with any of these steps, please contact CIESC for further instructions.