

MA 18P 1812030000000000068
MODIFICATION

State of Maine

12/10/19



Master Agreement

Effective Date: 12/19/18

Expiration Date: 12/18/20

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: First extension of the contract

Authorized Departments

05A DEPT OF EDUCATION

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000069483

Vendor Name

O'CONNOR GMC INC

Alias/DBA

Vendor Address Information

187 RIVERSIDE DR

AUGUSTA, ME 04330

US

Vendor Contact Information

Cliff Chase
622-3191 ext. 3175
cliif.chase@oconnorwheels.com

Commodity Information

Vendor Line #: 1

Vendor Name: O'CONNOR GMC INC

Commodity Line #: 1

Commodity Code: 07033

Commodity Description: School Buses, Class C, Conventional

Commodity Specifications: As per the specification attached and made part of this MA

Commodity Extended Description: Conventional class-see attached award summary for specific types for this vendor

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

Commodity Information

Vendor Line #: 1

Vendor Name: O'CONNOR GMC INC

Commodity Line #: 2

Commodity Code: 07033

Commodity Description: School Buses, Ford Transit Type

Commodity Specifications: As per the specification attached and made part of this MA

Commodity Extended Description: Ford Transit class-see attached award summary for specific types for this vendor

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days 0	Free On Board FOB Dest, Freight Prepaid	
Contract Amount 0.00	Service Start Date 12/19/18	Service End Date 12/18/20

Catalog Name **Discount**
0.0000 %
Discount Start Date **Discount End Date**

Commodity Information

Vendor Line #: 1
Vendor Name: O'CONNOR GMC INC
Commodity Line #: 3
Commodity Code: 07033
Commodity Description: School Buses, Class D, Forward Engine
Commodity Specifications: As per the specification attached and made part of this MA
Commodity Extended Description: Class D Forward Engine class-see attached award summary for specific types for this vendor

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

Commodity Information

Vendor Line #: 1
Vendor Name: O'CONNOR GMC INC
Commodity Line #: 4
Commodity Code: 07033
Commodity Description: School Buses, Class D, Rear Engine
Commodity Specifications: As per the specification attached and made part of this MA
Commodity Extended Description: Class D Rear Engine class-see attached award summary for specific types for this vendor

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days	Free On Board	

0 FOB Dest, Freight Prepaid

Contract Amount **Service Start Date** **Service End Date**

0.00 12/19/18 12/18/20

Catalog Name **Discount**

0.0000 %

Discount Start Date **Discount End Date**

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
Jaime Schorr 12/11/2019
6D64277E4DD0450
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:
Cliff Chase 12/11/2019
22BF2B211B344AA...
Signature Date

Cliff Chase Sales Manager

Print Representative Name and Title

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 1812030000000000068

EXTENSION OF ANNUAL CONTRACT

Commodity Item: School Buses

Contractor: O'Connor GMC Inc

Contract Period Extended To: 12/17/2020

New Pricing with the 1.5% PPI increase and Front Crossing Arm \$600 – see following pages

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*0068 until December 17, 2020 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: O'Connor GMC Inc

By: Cliff Chase

Signature:



E-mail Address: cliff.chase@oconnorwheels.com

Date:

12/2/19

School Buses, Class A. 138" WB 4 Window SRW, 14 Passenger

O'CONNOR GMC, INC		\$55,500.00
	1.5% PPI	\$832.50
	Total	\$56,332.50
	Front Crossing Arm	\$600.00
	New Total	\$56,932.50

School Buses, Class A. 138" WB 4 Window SRW, 20 Passenger

O'CONNOR GMC, INC		\$56,500.00
	1.5% PPI	\$847.50
	Total	\$56,500.00
	Front Crossing Arm	\$600.00
	New Total	\$57,100.00

School Buses, Class A. 156" WB 5 Window DRW, 22 Passenger

O'CONNOR GMC, INC		\$57,500.00
	1.5% PPI	\$862.50
	Total	\$58,362.50
	Front Crossing Arm	\$600.00
	New Total	\$58,962.50

School Buses, Class C, 65 Passenger

O'CONNOR GMC. INC		\$82,500.00
	1.5% PPI	\$1,237.50
	Total	\$83,737.50
	Front Crossing Arm	\$600.00
	New Total	\$84,337.50

School Buses, Class C, 71 Passenger

O'CONNOR GMC. INC		\$85,500.00
	1.5% PPI	\$1,282.50
	Total	\$86,782.50
	Front Crossing Arm	\$600.00
	New Total	\$87,382.50

School Buses, Class C, 77 Passenger

O'CONNOR GMC. INC		\$86,500.00
	1.5% PPI	\$1,297.50
	Total	\$87,797.50
	Front Crossing Arm	\$600.00
	New Total	\$88,397.50

School Buses, Class D FE, 84 Passenger

O'CONNOR GMC. INC		\$96,800.00
	1.5% PPI	\$1,452.00
	Total	\$98,252.00
	Front Crossing Arm	\$600.00
	New Total	\$98,852.00

School Buses, Class D RE, 84 Passenger

O'CONNOR GMC, INC

\$102,900.00

1.5% PPI \$1,543.50

Total \$104,443.50

Front Crossing Arm \$600.00

New Total **\$105,043.50**

Appendix A

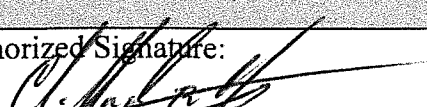
**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE

Bidder's Organization Name: O'Connor Bus Sales		
Chief Executive - Name/Title: Troy Knowlan CFO		
Tel: 207-622-3191	Fax: 207-621-1338	E-mail: See Below
Headquarters Street Address: 187 Riverside Drive		
Troy.knowlan@oconnorwheels.com		
Headquarters City/State/Zip: Augusta, ME 04330		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Cliff Chase/ Sales		
Tel: 207-622-3191 EXT 3175	Fax: 207-621-2493	E-mail: See Below
Street Address: 187 Riverside Drive		
Cliff.chase@oconnorwheels.com		
City/State/Zip: Augusta, ME 04330		

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: Clifford Chase	Title: SALES
Authorized Signature: 	Date: 10/04/2018

Appendix B

Vendor Name: O'Connor Bus Sales RFQ#: 05A180821*56 Date: 10/04/2018

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

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.

CLIFFORD CHASE/ SALES

Name and Title, Authorized Representative



Signature

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:

O'CONNOR BUS SALES

Address:

187 RIVERSIDE DRIVE AUGUSTA, ME 04330

Signature:



Date:

10/04/2018



Limited Warranty: Silver 3/10 - Buses with Option 31300-26

If acquired, this warranty is in lieu of the standard limited warranty. This warranty is applicable to Blue Bird bus products T3FE, T3RE and BBCV built on or after August 29, 2016 specifically for and operated in the United States of America, Canada, Puerto Rico, U.S. Virgin Islands, Guam, and American Samoa.

Blue Bird Body Company (Blue Bird) warrants each bus to be free from defects in material and workmanship under normal use and service within the specified limits below. The warranty period begins either on the Delivery Date of the bus to the original user or on the Manufacture Date of the bus. Blue Bird's obligation is limited to the repair or replacement of such parts as shall, under normal use and service, appear to be defective in workmanship or material.

1. For ten years from Delivery Date:

- Front steer axle, including kingpin assembly, steering arm assembly, and upper and lower steering knuckle assembly, excluding kingpin bushings, kingpin wear, thrust bearings, tie rods and tie rod ends, brakes and axle end components.

2. For five years from Delivery Date:

- Paint adhesion, interior and exterior body shell (components forming side walls, roof, front and rear sections), doors (entrance, exit, emergency, compartments), BBCV hoods, and front and rear bumpers.
- Blue Bird radio, speakers and microphone.

3. For five years from Delivery Date, or 100,000 miles (160,000 km), whichever occurs first:

- Chassis frame rails and cross-members, structural integrity (breaking or cracking).
- Body shell (metal components welded or riveted together to form floor, side walls, roof, front and rear sections), structural integrity (breaking or cracking)
- School bus seat frames and barrier frames, structural integrity (breaking or cracking).
- Blue Bird emissions components comply with U.S. federal emissions regulations effective at the Manufacture Date and free of defects in material or workmanship which would cause them not to meet U.S. federal emissions regulations. Refer to the engine manufacturer's limited warranty statement for emissions warranty coverage by the engine manufacturer.
- Body Control Module (BCM).

4. For four years from Delivery Date, or 50,000 miles (80,000 km), whichever occurs first:

- Rear axle assembly and differential, excluding brakes and axle end components.

6. For three years from Manufacture Date:

- Paint gloss. Gloss reading shall not drop below 60 on 60⁰ meter (70% of initial gloss).
- Paint color retention. Color coat shall not shift colors more than 4ΔE from the centroid of the national standard.

7. For three years from Delivery Date:

- All other components not specified above, excluding engines, propane fuel systems, automatic transmissions, wheelchair lifts, non-Blue Bird air conditioners, and batteries. The warranties of the excluded components are the responsibility of the respective manufacturers, and are not a part of Blue Bird's limited warranty.

Your Blue Bird Dealer will register the bus with Blue Bird and can assist with registering components that are warranted by the component manufacturers. During the warranty period, this warranty is transferable to subsequent Owners-Operator in the U.S.A. or Canada.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AND ALL OTHER OBLIGATIONS OR LIABILITIES. NO PERSON, INCLUDING SALESPERSONS, DEALERS, OR FACTORY REPRESENTATIVES OF BLUE BIRD, IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING BLUE BIRD PRODUCTS EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY. BLUE BIRD MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLUE BIRD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Obtaining Warranty Service

Contact your Blue Bird Dealer immediately upon discovery of a defect and within the warranty period. Your Blue Bird Dealer will help arrange for repairs by the Dealer or another qualified repair facility. Defects must be repaired immediately upon discovery and within the warranty period. It is the responsibility of the Owner-Operator to return the bus to the Blue Bird Dealer, or a qualified repair facility authorized by the Blue Bird Dealer. The Owner-Operator is responsible for operating and maintaining the bus as described in the Driver Handbook and Service Manual. The Owner-Operator shall retain all maintenance records, and present them to the Blue Bird Dealer or the component manufacturer, if requested.

If the defective component is warranted by Blue Bird and the repair is performed by the Blue Bird Dealer, the Blue Bird Dealer will prepare and submit a warranty claim to Blue Bird.

If the defective component is warranted by Blue Bird and the repair is performed by the Owner-Operator or another qualified repair facility, detailed labor and parts invoices must be sent to the Blue Bird Dealer not later than 30 days after the repair date. The Blue Bird Dealer will prepare and submit a warranty claim to Blue Bird.

If the defective component is warranted by the component manufacturer and the repair is performed by the component manufacturer's authorized repair facility, the repair facility will prepare and submit a warranty claim to the component manufacturer.

Limitations and Exclusions

In addition to the limitations described on the previous pages, items specifically not covered include, but are not limited to:

- Engines, automatic transmissions, wheelchair lifts, air conditioners (other than Blue Bird Air™ system), tires, and batteries. The limited warranties for these components are provided solely by and are the responsibility of the component manufacturers and are not a part of Blue Bird's limited warranty.
- Loss of use and incidental consequential expenses, including but not limited to commercial loss, loss of commercial fares, driver time or pay, lease or rental of substitute vehicle, storage, lodging, meals, telephone calls, and other travel costs.
- Any parts or components which must be repaired, replaced, or adjusted during the warranty period due to wear, wear-out, or consumption, including but not limited to brake pads and linings, drums and rotors, wiper blades, light bulbs, filters, lubricants, fluids, belts, bearings other than those specifically covered by the limited warranty, suspension pins and bushings, batteries, worn seat covers, worn steptreads and floor covering, worn door and window seals, discharged fire extinguishers, damaged (scratched, cracked) gauge and light lenses, and tires. Wear not only includes friction-type wear but can also include environmental deterioration including but not limited to surface corrosion on exhaust pipes or clamps and brake drums or rotors, as well as fading, cracking, or discoloration of seat covers caused by U.V.
- Maintenance including but not limited to tightening loose fasteners, axle and wheel alignments, wheel-balancing, tightening body tie-downs, door adjustments, tightening hose clamps, and sealing or caulking windows, doors, roof hatches, and lights.
- Any parts or components which must be repaired, replaced or adjusted during the warranty period as a result of accident damage, abnormal operation, misuse, or abuse, including but not limited to excessive operation on unpaved or unmaintained roads, operation on cross-country trails or off-road conditions, collision, fire, vandalism, explosion, objects striking the vehicle, theft, freezing, riot, or flood.
- Paint adhesion, gloss, or color failures resulting from accidents or abrasions, road chemicals, caustic detergents or cleaners, or improper maintenance. Paint adhesion failures, whether warrantable defects or non-warrantable events, which are not repaired immediately upon discovery of the failure, may deteriorate the finish or panels underneath. Surface corrosion or other progressive deterioration resulting from failure to paint adhesion failures immediately is not covered by this warranty. Contact your Blue Bird Dealer before making any repairs to the paint finish.
- Paint gloss and color failures without evidence of proper care and maintenance, as recommended in the Driver Handbook, or repairs to correct paint gloss or color failures without preapproval by Blue Bird. Contact your Blue Bird Dealer before making any repairs to the paint finish.
- Vehicle modifications or equipment installations performed without the written approval of Blue Bird. To the extent the modifications or equipment installations adversely affect other vehicle components or performance, Blue Bird shall not accept any product liability or claims under the terms of the limited warranty. These claims become the sole responsibility of the company performing the modifications or installations.

- Transportation expenses to deliver the bus to a Blue Bird Dealer or nearest qualified repair facility, including but not limited to, fuel, driver time or pay, mileage and towing.
- Repairs to parts or components which have been previously replaced with parts not obtained from Blue Bird or failures caused by non-Blue Bird parts or components. Rework of repairs not performed by or approved by a Blue Bird Dealer.
- Excessive labor hours, premium labor costs, overtime labor costs, or local taxes. This limited warranty covers reasonable labor to perform replacement or repair.
- Defects not reported to a Blue Bird Dealer and repaired during the warranty period. Repairs are to be made immediately upon discovery of the defect.
- Damage caused by using improper or contaminated fluids, including but not limited to fuels, lubricants, and coolants. Damage caused by using fluids which do not meet Blue Bird's or the Manufacturers' minimum recommendations. Damage caused by the lack of fluids or improper fluid maintenance.
- Using non-Blue Bird service parts. Usage of non-Blue Bird parts will affect future warranty coverage.
- Overloading beyond the normal seated and standee capacity voids all warranties.

Blue Bird reserves the right to make changes in design and changes or improvements upon its products without imposing any obligations upon itself to install the same upon products theretofore manufactured. Any suit alleging a breach of this limited warranty or of any other alleged warranty, including any claim for rescission or revocation of acceptance, must be filed within one year of breach.

Controlling Law and Severability

This limited warranty shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A. The Owner-Operator agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this limited warranty and further agrees and consents that venue of any action involving this limited warranty or any other alleged warranty, including any claim for rescission or revocation of acceptance, shall be exclusively in Peach County, Georgia. Owner-Operator hereby submits to personal jurisdiction in Peach County, Georgia and waives any objection or argument related to venue, personal jurisdiction, forum non-convenience, or transfer. If any portion hereof is found to be void or unenforceable, the remaining provisions of the limited warranty shall remain in full force and effect.