

City of Salem



Invitation for Bids

S-28

30 Passenger Bus plus 2 Wheelchairs

March 20, 2017

BIDS DUE:

April 4, 2017, 11:00 AM

*Late bids will be rejected

Whitney C. Haskell
Purchasing Agent
93 Washington Street, 2nd Floor
Salem, MA 01970
whaskell@salem.com
(978) 619-5695

30 PASSENGER BUS PLUS 2 WHEELCHAIRS
S-28
COVER SHEET

Proposer:	<hr/>			
Street Address:	<hr/>	<hr/>	<hr/>	<hr/>
	(Number and Street)	(City)	(State)	(Zip)
Taxpayer Identification No:	<hr/>		<hr/>	
	(Social Security Number)		(Federal Identification Number)	
Contact Name:	<hr/>			
Telephone:	<hr/>			
Email Address:	<hr/>			
Fax:	<hr/>			
Authorized Signature:	<hr/>			
Name:	<hr/>			
Title:	<hr/>			
Date:	<hr/>			

30 PASSENGER BUS PLUS 2 WHEELCHAIRS

S-28

CHECKLIST

Submission Requirements:

☒ **Please Check:**

☐ Completed Cover Sheet

☐ Bid Form

☐ Specification Checklist

☐ Signed Certificate of Non-Collusion

☐ Signed Tax Compliance Certification

☐ Certificate as to Corporate Bidder (*if applicable*)

☐ 5% Bid Deposit

☐ Acknowledgement of Addenda: _____ (*if applicable*)
(#s)

30 PASSENGER BUS PLUS 2 WHEELCHAIRS
S-28
BID FORM

Bidder agrees to furnish and deliver the vehicle described in these specifications for the total price of:

\$ _____

(figures)

_____ DOLLARS AND _____

_____ CENTS.

(written)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME (PRINTED)

DATE

30 PASSENGER BUS PLUS 2 WHEELCHAIRS
S-28
CERTIFICATIONS

FORM A
NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder)

(Federal Tax Identification or Social Security Number)

(Date)

FORM B
TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder)

(Federal Tax Identification or Social Security Number)

(Date)

FORM C
CORPORATE BIDDER *(if applicable)*:

I, _____ certify that I am the _____ of the corporation named as Bidder in the Bid included herein, that _____, who signed said Bid on behalf of the Bidder was then _____ of said corporation, that I know his signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and executed for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Bidder)

(Federal Tax Identification or Social Security Number)

(Date)

PART 1. GENERAL INFORMATION

1.1 PROCUREMENT DESCRIPTION

The Salem School Department is seeking bids for a 30 passenger plus 2 wheelchair bus, in accordance with the specifications described below.

The delivery date shall be no later than **August 1, 2017**.

The selected vendor will be required to supply a performance bond in the amount of 50% of the contract price.

1.2 APPLICABLE LAW

This procurement will be conducted pursuant to Massachusetts General Laws Chapter 30B, Section 5.

1.3 APPROVAL

Any contract that may result from the procurement shall be subject to the approval of the Mayor of the City of Salem.

1.4 INCORPORATION BY REFERENCE

All requirements, specifications, terms and conditions described in this Invitation for Bids shall be incorporated by reference into any contract that may result.

1.5 TIME FOR AWARD

Any contract that may result from the procurement shall be awarded within thirty (30) days after the bid opening. The time for award may be extended for up to 45 days by agreement between the City and apparent low bidder.

1.6 RIGHT TO CANCEL/REJECT

The City reserves the right to cancel this Invitation for Bids or reject in whole or in part any and all bids if the City determines that cancellation or rejection serves the best interests of the City.

1.7 TAXATION

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax and any such taxes must not be included in the bid pricing.

Copies of the City's tax exempt paperwork shall be available upon request of the selected contractor.

1.8 OBTAINING THE INVITATION FOR BIDS

The Invitation for Bids shall be available beginning, Monday, March 20, 2017.

The Invitation for Bids and related documents shall be available for free download from the City's Purchasing Department website at www.salem.com/purchasing under "Open Procurements."

Hardcopies of the Invitation for Bids and related documents may be obtained at the Office of the Purchasing Agent, 120 Washington Street, 3rd Floor, Salem, MA 01970, between the hours of 8:00 AM-4:00 PM on Monday-Wednesday, 8:00-7:00 PM on Thursday, and 8:00 AM-12:00 PM on Friday.

PART 2. INSTRUCTIONS TO BIDDERS

2.1 REQUIREMENTS AND SUBMISSIONS

Below please find a description of the requirements and submissions that must be included as part of a bid. Bids must be sealed and marked as noted.

2.1.1 BID PRICING FORM

Every bid must include a completed 'Bid Form'. See attached. All material, equipment and labor is F.O.B. City of Salem.

2.1.2 NON-COLLUSION

Every bid must include a certification of good faith, certifying that the bid was made in good faith and without collusion or fraud. See 'Non-Collusion Form' attached.

2.1.3 TAX COMPLIANCE

Every bid must include a written certification that the bidder has complied with all state laws relating to taxes, reporting of employees and contractors, and child support. See 'Tax Compliance Form' attached.

2.1.4 CERTIFICATION AS TO CORPORATE BIDDER

If the bid is being submitted by a corporation, the bid must include a certification that the individual submitting the bid has been authorized to bind the corporation. See 'Certificate of Corporate Authority' attached.

2.1.5 SPECIFICATION CHECKLIST

Every bid must include a completed "Specification Checklist." The "Specification Checklist" is controlling. Any attached documentation will be considered for informational purposes only. Any deviations from the specifications may disqualify a bid.

2.1.6 BID DEPOSIT

Each bid must be accompanied by a deposit equal to five percent (5%) of the amount of the bid. The bid deposit may be in the form of a certified treasurer's or cashier's check payable to the City of Salem from a responsible bank or trust company; cash; or a bid bond.

2.1.7 PERFORMANCE BOND

The selected contractor shall be required to furnish a Performance Bond in the amount of fifty percent (50%) of the contract price, within ten days of the date of notification of the contract award.

2.2 BID DELIVERY

Below please find a description of the manner in which sealed bids must be submitted.

2.2.1 DUE DATE AND TIME

Bids shall be received by the Office of the Purchasing Agent on or before **11:00 AM, Tuesday, April 4, 2016.**

Any bid received after that time shall be rejected as non-responsive.

2.2.2 ADDRESS

Sealed bids shall be delivered to the Office of the Purchasing Agent, 93 Washington Street, 2nd Floor, Salem, MA 01970.

2.2.3 HOURS OF OPERATION

Bids must be delivered during the normal hours of operation of the City of Salem:

Monday-Wednesday:	8:00 AM-4:00 PM
Thursday:	8:00 AM-7:00 PM
Friday:	8:00 AM-12:00 PM

2.2.4 COPIES

Bidders must submit one (1) original and one (1) copy of the bid.

2.2.5 LABELING

The outside of the envelope containing the sealed bid must be labeled with 1) the bid number 2) the bid opening date and time and 3) the name of the bidder.

2.3 SIGNATURES

A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

2.4 QUESTIONS, CHANGES, MODIFICATIONS AND WITHDRAWALS

2.4.1 QUESTIONS/REQUESTS FOR CLARIFICATION

Questions concerning this Invitation for Bids must be submitted in writing to: Whitney Haskell at whaskell@salem.com at least five (5) days prior to the bid opening date. Written responses will be mailed to all bidders on record as having picked up the Invitation for Bids.

2.4.2 CHANGES

If any changes are made to this Invitation for Bids, addenda will be issued. Addenda will be posted in the Office of the Purchasing Agent, on the website and e-mailed to all bidders on record as having picked up the Invitation for Bids.

2.4.3 MODIFICATIONS AND WITHDRAWALS

A bidder may correct, modify, or withdraw a bid by written notice received by the City of Salem prior to the time and date set for bid opening.

Modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in part one of this section. Each modification must be numbered in sequence, and must reference the Invitation for Bids.

After the bid opening a bidder may not change any provision of the bid in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

2.5 UNFORESEEN OFFICE CLOSURES

If, at the time of the scheduled bid opening, 93 Washington Street, 2nd Floor, Salem, MA 01970, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

2.6 BID OPENING PROCEDURE

At the time and place fixed for opening of bids, the City will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

PART 3. SPECIFICATIONS

3.1 SPECIFICATIONS

TYPE “C” CONVENTIONAL CHASSIS SPECIFICATION 2017 or NEWER 30 PLUS 2 WHEELCHAIRS

The “Specification Checklist” is controlling. Any attached documentation will be considered for informational purposes only. Any deviations from the specifications may disqualify a bid. Please note any exceptions.

✓	Please Check
	1. AIR CLEANER: dry type with easily changeable element
	2. AIR RESTRICTION INDICATOR: indicator installed to monitor airflow from cleaner to engine.
	3. AIR DRYER AD-IP
	4. ALTERNATOR: 320 amp Leece-Neville or equal
	5. AXLE, FRONT: 12,000 pounds Meritor with Petroleum Lubrication Oil
	6. AXLE, REAR: 21,000 pounds Meritor 5.38 gear ratio
	7. BATTERIES: Three Group 31 Batteries 3375 CCA, located on left side of body on slide out tray, with switch disconnect located in battery compartment.
	8. BACKING SAFETY HORN: 112db activated when bus in reverse gear.
	9. BRAKES: Hydraulic with ABS, Performance Friction Rotors and Dust Shields 10 BRAKES,
	10. BRAKES INTERLOCK: To activate when lift door is open.
	11. BRAKES (Emergency/Parking): Lever operated mounted on floor.
	12. BUMPERS: front and rear, minimum 3/16-inch steel painted black. Rear bumper to be extended 2 inches. Rear bumper to have double A frame bracing, BOLTED to frame, 12" after form, (welding not acceptable)
	13. BUMPER, REAR: designed to prevent damage to all directional lights, backup lamps and school warning lamps.
	14. BUMPERS: Heavy duty construction to be provide capability of lifting bus with a

	bumper jack
	15. CIRCUIT BREAKER CHASSIS
	16. CONTROLS (at driver)
	a. Key type starter, Keyed Alike
	b. Hazard switch on steering column
	c. Self-canceling turn signal with indicator lights
	d. Rheostat dash dimmer on headlight switch
	e. Dash mounted transmission shifter
	f. Rocker switches
	17. COOLING SYSTEM: charge air cooler 709 sq. in mounted in front of coolant radiator 777 sq. in with constant torque clamps.
	18. System must have long-life antifreeze rated -40F,
	19. COOLING FAN: fully on-fully off thermostatically controlled fan clutch.
	20. COOLING SYSTEM, HOSES: All cooling hoses shall be rubber with constant torque clamps
	21. DASH: Drivers dash with individual gauges
	22. DAYTIME RUNNING LIGHTS: required
	23. DIGITAL CLOCK: installed within driver's view
	24. DRIVELINE: steel drive shafts, minimum of 4". Each shaft to be balanced prior to installation.
	25. DRIVELINE: protective drive line guards to be installed on each section.
	26. ENGINE: 220 HP CUMMINS Inline 6-cylinder diesel, must be fully 2013 EPA emissions compliant
	27. ENGINE: Diesel Exhaust Fluid tank capacity to be 15 Gallon minimum.
	28. ENGINE: Fully electronically controlled with heater intake grid for easy starting and reduced emissions.

	29. ENGINE PAINT: Engine shall be painted to provide for mechanic's visual inspection for leaks.
	30. ENGINE, WARRANTY: 5 years
	31. ENGINE: high idle and throttle electronically controlled
	32. ENGINE, Governor set to 75MPH
	33. ENGINE HOOD: In height for easy access for driver.
	34. EXHAUST SYSTEM: single horizontal system 3 inches in diameter. 16 gauge from manifold to muffler.
	35. EXHAUST: Stainless Steel 16-gauge tailpipe 4 inches in diameter routed to rear of bus, pipe hangers to be spring steel with rubber isolators. All clamps to wide band design. The tailpipe shall exit rear through bumper
	36. FRAME: 50,000 PSI rails
	37. FUEL SYSTEM: 60 gallons between frame rail tank, for maximum safety and best weight distribution for winter operation. SIDE MOUNT TANK NOT ACCEPTABLE 38
	38. FUEL SYSTEM: fuel sender inspection plate and locking fuel fill door.
	39. FUEL SYSTEM FILTERS: Racor 490R30 Heated water and fuel separator with 200-watt heater, 30-micron filter.
	40. HORN: Dual electric horn., protected from direct splash
	41. INSTRUMENTS: Complete array of <u>individual</u> gauges required: voltmeter, speedometer w/ seven digits, odometer, fuel gauge, oil pressure gauge, coolant temperature gauge dual air pressure gauges, tachometer, engine hour meter, engine warning system for low oil pressure or high temperature, lighted message bar/ buzzer to "check gauges", Ammeter, Transmission Temperature Gauge.
	42. MANUALS: <u>complete bod and chassis service manuals</u> along with complete parts catalog shall be provided. DATA MUST INCLUDE WARRANTIES ON MAJOR CHASSIS COMPONENTS.
	43. PAINT: the chassis, frame, bumpers, wheels and rub rails shall be painted black
	44. SHOCK ABSORBERS: Front and rear double-action shock absorbers compatible with manufacturer's rated axle capacity at each wheel location
	45. SUSPENSION FRONT: 8,500 lbs. spring

	46. SUSPENSION REAR: 17,000 lbs. spring
	47. STEERING: Ross TAS-65 or equivalent with integral design, powers unit mounted directly to steering column with one-piece drag link.
	48. STEERING: Power steering pump shall be gear driven
	49. STEERING: Two spoke, padded tilt/telescoping
	50. STEERING: Tilt/telescoping steering wheel.
	51. TIRES: Hankook or equal 11R22.5 highway tread on front, traction tread on rears.
	52. TIRE, SPARE Highway tread spare mounted and balanced
	53. TOW HOOKS: front & rear tow hooks
	54. TRANSMISSION: Allison 2500 PTS electronic transmission with five forward speeds and TRANSYND synthetic lubricant. TRANSMISSION, WARRANTY: 5years
	55. TRANSMISSION COOLER: Separate transmission oil cooler with minimum heat exchange capacity of 1535 BTUs.
	56. VALVES: heater water shut off valves located in engine compartment to isolate hot water from the body.
	57. VALVE: heater water regulator valve accessible to the seated driver to regulate hot water flow to the body.
	58. WHEELBASE: 189 inches' maximum
	59. WHEEL CUT, 50 degree or better
	60. WHEELS: Hub piloted 10 stud disc wheels painted black. "BUI)" style ball and seat wheels. 8.25/22.5
	61. WINDSHIELD FLUID RESEVOUR located so it can be accessed and filled easily from ground level.
	62. WIRING: all chassis wiring shall be color and number coded in regular intervals. Easy access to chassis wiring terminal and fuses shall be provided.
✓	TYPE "C" CONVENTIONAL BODY SPECIFICATION
	Note: Vehicle bid must meet FMV SS 221, joint strength for bus body construction

	1. ACCESSORY POWER SOCKET: 12-volt power provided in dash area for cellular telephone, socket to include protective rubber cap
	2. AIR CONDITIONING: 2 Evaporators, front and rear mounted, 3 fan condensers, skirt mounted. 1 10, 000BTU minimum,
	3. AUXILIARY FANS; one six-inch fan with protective metal guard mounted top dead center over the windshield and one mounted left of driver controlled by a two-speed switch
	4. ACOUSTIC HEADLINER, Driver's and first body section
	5. AIR INTAKES: dual fresh air intakes at right and left sides, one to provide fresh dry air to the defroster system, one to provide fresh air to the driver. Driver's fresh air vent shall be easily reached by seat driver
	6. BATTERY COMPARTMENT: under floor battery compartment with sliding tray with captive pin for batteries. Locking Door
	7. BODY CONSTRUCTION: shall meet or exceed requirements of FMVSS 221, JOINT STRENGTH.
	8. BODY CONSTRUCTION: Shall meet Colorado Rack Test and bidder shall provide proof from the manufacturer in the bid documents.
	9. BODY CONSTRUCTION: floor construction to meet FMVSS 221 constructed of 14-gauge galvanized steel.
	10. BODY CONSTRUCTION, RUB RAILS: 4 - die formed 16-gauge steel protective rails, one beneath the windows, one at the seat level, one at the floor level, and one located at the bottom of the skirt (snow rail).
	11. BODY CONSTRUCTION: The SEAT RAIL (at the seat level) must run around the rear of the bus to the emergency door.
	12. BODY CONSTRUCTION: Snow rail <u>must</u> run the full length of the bus except at wheelhouses.
	13. BODY SHEETMETAL: all exterior steel shall be mill applied zinc coated, treated with electrodeposited prime, e-coated with rust resistant bonding zinc after fabrication and before assembly using 20-gauge fluted side panels
	14. BODY SHEET METAL: embossed rain visors over each passenger window and driver's sash.
	15. BODY SHEET METAL: all interior panels shall be RIVITED except where screws are

	placed in wired duct for access to wiring harness.
	16. BODY UNDERCOATING: Upgrade undercoat option including fuel tank. The entire body shall be frilly undercoated BEFORE mounting on the chassis for complete and effective coverage.
	17. RUBBER CHOCKS to be provided and secured.
	18. COMPARTMENT, document mounted on barrier behind driver
	19. COMPARTMENT: locking glove compartment in dash.
	20. DEFROSTER: 90,000 BTU's frill length fixed outlets including driver's sash with nozzles directed at the entrance door. In addition, a 50,000BTU step well heater required. Controls shall allow the driver to direct 100% of airflow to the windshield or passenger area. Easily accessed and easy to clean.
	21. DOOR, ENTRANCE: Manually operated outward opening entrance door with clear glass upper and lower, keyed security lock and outside release. Air or electric doors are not acceptable.
	22. DOOR, EMERGENCY: a rear emergency door located in the center with upper and lower tinted glass
	23. DOOR, EMERGENCY: dual hinges with grease fittings for lubrication
	24. DOOR, EMERGENCY: a sliding VANDAL lock shall be wired to the ignition to disable the bus when the door is locked.
	25. DOOR, EMERGENCY: the door when opened shall activate a D.O.T. buzzer.
	26. DOOR, EMERGENCY: A retainer to hold the door open in a 90-degree angle is required.
	27. DOOR, LIFT: RH Rear with dark tinted glass
	28. Driver's area insulated
	29. EMERGENCY ROOF HATCHES: Two Specialty Pop up roof hatches with buzzer installed in compliance with FMV SS 217.
	30. EMERGENCY WINDOWS: Two emergency push out windows per side with front vertical hinges shall be installed equally throughout the bus body in accordance with FMVSS 217. Emergency windows shall have tampering buzzers.
	31. ENGINE COMPARTMENT: Shall be fully insulated to reduce heat and noise in the engine compartment.

	32. EQUIPMENT: 2 storage bags installed for the tie downs when not in use; fire / evacuation blanket installed in the bus. Include: fire extinguisher, first aid, fluid kit, web cutters.
	33. FENDERETTES, Rear Wheels to have rubber fenders
	34. FLAPS: front and rear full length mud flaps are required
	35. FLOOR COVERING: 5/8-inch AB Marine Grade plywood SCREWED DOWN
	36. FLOOR: Flat floor without wheel wells.
	37. FLOOR COVERING: GREY RUBBER floor covering with ribbed aisle.
	38. FLOOR COVERING, STEPWELL: ribbed rubber. step noses to be white, top step to have white rubber wear plate.
	39. FUEL SENDER INSPECTION PLATE: to provide access to fuel tank sender
	40. FUEL DOOR: Spring loaded door with lock
	41. HEADER PADS: located over all doors, 4-inch minimum
	42. HEADROOM: 77 inches over plywood and floor covering measured in aisle between passenger seats.
	43. HEATING SYSTEM: plumbing to all heaters routed to provide hot water to defroster first for maximum safety and visibility. Hi-miler heater hoses with constant torque clamps required.
	44. HEATING SYSTEM; 80,000 BTU RH rear wall mounted
	45. HEATER REGULATOR VALVE: valve to control flow of hot water into the bus body shall be accessible to the seated driver without opening the engine compartment hood.
	46. INSULATION: body and roof bows to be completely insulated with 1 h inch R 5.75 insulation.
	47. LETTERING: all vinyl lettering to be applied per Salem Public School 's requirements, in accordance with state and federal requirements. Lettering and bus numbers to be determined at time of order
	48. LIGHTS, SCHOOL WARNING: SCHOOL WARNING LAMPS: LED Eight-way school warning lamps. Lights shall be wired non-sequentially. A WELDON solid-state flasher with ten-year warranty.

	49. LIGHTS, WARNING: black hoods with black paint surround
	50. LIGHTS, DAYTIME RUNNING: front and rear daytime running lights required
	51. LIGHTS, HEADLAMPS: Halogen
	52. LIGHT: Boarding light mounted on the exterior next to entrance door. LED
	53. LIGHT: Boarding light mounted on the exterior next to the lift door. LED
	54. LIGHTS, SIDE DIRECTIONALS: directional on front. LED
	55. LIGHTS, SIDE DIRECTIONAL: armored directional over rear wheelhouse. LED
	56. LIGHTS, REAR BACK-UP: two 4-inch white activated when reverse gear is engaged, LED
	57. LIGHTS, REAR DIRECTIONAL: LED
	58. LIGHTS, FRONT DIRECTIONAL: LED
	59. LIGHTS, REAR STOP AND TAIL: LED
	60. LIGHTS, CLEARANCE AND CLUSTER: as required by state and federal law, all clearance and cluster lights to be armored. LED
	61. LIGHTS, INTERIOR DOME: 2 rows, 2 switch F & R configuration.
	62. LIGHTS, DRIVERS, DOME: controlled by separate switch
	63. LIGHTS, RED: red light over emergency door wired with clearance lights
	64. MONITOR BOARD: 16 light Doran
	65. PAINT, INTERIOR: lead free baked enamel, light color paint preferred
	66. PAINT, HOOD: Lusterless black
	67. EXTERIOR: lead free, national school bus yellow heat cured polyurethane. Trim to be black. Roof to be white. Paint to carry a full (not pro-rated) five-year warranty.
	68. MIRRORS: a full array of Rosco Avia, exterior mirrors in black frames to meet FMV SS I I I. All exterior mirrors to be HEATED. Mounted with bell style mounts. All exterior mirrors to have stainless steel brackets. Interior rearview mirror 6x3().
	69. RAIN VISORS: roof panels shall have embossed rain visors permitting the window to be opened to the first stop without allowing rain inside the passenger compartment.

	70. REFLECTORS: amber and red reflectors to be attached per federal regulations.
	71. REFLECTIVE MARKINGS: 3M BRAND to be located around each emergency exit including roof hatches and windows.
	72. REFLECTIVE MARKINGS: 3M BRAND located at the floor line running the length of the bus 2 inches wide.
	73. REFLECTIVE MARKINGS: 3M BRAND outlining the rear of the bus body.
	74. ROOF HATCHES: 2 roof hatches equipped with buzzers
	75. SAFETY EQUIPMENT: Rubber chock blocks secured, fire extinguisher, metal first aid kit, metal body fluid cleanup kit and reflective triangles in box mounted in emergency equipment compartment.
	76. SEAT BELT, DRIVER'S: fully adjustable seat belt and shoulder harness with adjustable tether for shoulder strap.
	77. SEAT, DRIVER'S: high back fully adjustable black National brand with fabric insert (to be charcoal gray), and adjustable lumbar support, or equivalent. Arm rest on LH & RH sides
	78. SEAT, PASSENGER: DOT standard school bus seats. All seats to be New York style high. Which comply with new National Standards. All seats to have foam of uniform thickness. Seat frames shall be black constructed of high tensile steel. All seats are to be seat belt ready . Seating for 30 plus 2 wheelchair positions.
	79. SEAT FOAM: seat back foam shall have uniform thickness on backside. Foam may not be notched, or reduced to accommodate required seat spacing.
	80. SEATS, SPACE SAVER: use of space saver seats is prohibited.
	81. SEATS, PASSENGER, UPHOLSTERY: all seats to have fire retardant 42 oz. upholstery.
	82. SEATS, BARRIERS: high back barriers left and right side with legs inset from aisle, entry door side to have modesty panel to floor,
	83. SOLENOID: all body circuits shall be wired through a body solenoid. This solenoid shall disconnect power to body circuits when ignition is turned off.
	84. SOUND SYSTEM: the bus shall have an AM-FM- IPA console mounted with exterior speaker for PA
	85. SOUND SYSTEM, DELUX: 8 internal speakers,
	86. SOUND SYSTEM, VOLUME CONTROL: sound system shall include a separate volume

	control for the forward most (driver's) speaker.
	87. STEPWELL: Stainless Steel slant design with three steps. Step treads in entry to have abrasive nonskid nosing on each step.
	88. STEPWELL, LIGHT: step well light to activate when door is opened and clearance lights are on.
	89. STOP ARM: Electric operated stop arm meeting FMVSS 131. Stop arm shall have 2 flashing red LED lights per side and reflective background. Painted signs are not acceptable.
	90. SWITCH PANEL, BODY: a full array of labeled, fiber optic illuminated push rocker switches
	91. SWITCH, DASH: to have rheostat separate from chassis dash to control illumination.
	92. TWO WAY RADIO: New Two-way radio, programmed to Salem frequency and installed with quality consistent with existing radios in Salem Buses,
	93. WARNING LIGHTS: 8 light non-sequential LED
	94. WARRANTY is to be a 3-year BUMPER TO BUMPER WARRANTY, covering all components except Tires, Brakes and Batteries, Engine and transmission covered by separate warranty
	95. WHEELCHAIR LIFT: Braun 1,000 lb capacity.
	96. WHEELCHAIR TIE DOWNS: 2 Sets Q Straint self-retracting tie downs using L Track
	97. WINDOWS, SIDE: split sash design. All side windows to be 12-inch clear opening windows with tinted glass. Push out windows to have laminated glass. 1 Push out window per side.
	98. WINDOW, DRIVER'S: driver's sliding sash to be tinted and have positive-latch,
	99. WINDSHIELD: Tinted 4-piece flat glass roped in. Bonded windshields are not acceptable.
	100. WINDSHIELD, WIPERS: wet arm, winter blade wipers, with intermittent- two speed and intermittent speeds controlled by a single switch
	101. WIRING: all wiring to be numbered and color-coded. Wiring shall be protected by automatic re-setting circuit breakers. Easy access to terminals, circuit breakers, and other electrical components shall be provided in a hinged access door beneath the driver's window. If this access panel is located outside of the bus, it must have a security lock on it

	keyed the same as the entrance door.
	Bidder shall have a minimum of three (3) years' experience representing the manufacturer of proposed equipment.

MANUFACTURER OF PROPOSED BUS: _____

YEARS AS DEALER OF LISTED MANUFACTURER: _____

PART 4. EVALUATION AND SELECTION

4.1 RULE FOR AWARD

Any contract that results from this procurement shall be awarded to the responsive and responsible vendor offering the lowest price for the vehicle specified herein.

PART 5. TERMS AND CONDITIONS

5.1 TERM OF CONTRACT

The contract term shall commence upon receipt of the “Notice to Proceed” and terminate upon satisfactory delivery of the vehicle.

5.2 DELIVERY TERMS

The vehicles shall be delivered to the City of Salem Garage, located at 5 Jefferson Avenue, Salem, MA 01970 between the hours of 8 AM and 3 PM Monday-Friday. Please coordinate delivery with Steve Tassinari at 978-745-2676.

The vehicle must be available for use by **August 1, 2017**.

5.3 ASSIGNMENTS AND SUBCONTRACTING

The selected vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City. The successful bidder shall be fully responsible to the City for the acts and omissions of his subcontractor, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

5.4 PAYMENT

The City shall make every effort to furnish payment within thirty (30) days of receipt of a reasonably detailed invoice. Any invoice received must reference the contract number. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City. The Successful Bidder shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the application provisions of the Contract for the improvements embraced in the site preparation.

Invoicing for all work must be done weekly and must be accompanied by copies of original bills for material used.

5.5 INSURANCE REQUIREMENTS

General- The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death

of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

5.6 INDEMNIFICATION

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees.

5.7 FEDERAL AND STATE LAW

The selected contractor shall comply with all applicable Federal, State and Local laws and ordinances.

5.8 SAMPLE CONTRACT

See 'Sample Contract' attached.

SAMPLE CONTRACT

CITY OF SALEM

Department
Supply/Services
Contract Number:

1. THIS AGREEMENT made and concluded this ____ day of _____ in the year Two Thousand _____ by and between _____; hereinafter referred to as the (Vendor) and the City of Salem, 93 Washington Street, Salem, MA 01970, a municipal corporation established under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, Kimberley Driscoll; its Purchasing Agent, Whitney Haskell; and its _____; thereto duly authorized, hereinafter referred to as the (City).
2. WITNESSETH, that the said Vendor has agreed and by these presents does agree, for the consideration hereinafter contained to provide _____ pursuant to the Vendor's proposal/bid dated _____. (and attached hereto.)
3. In case of any alteration of this contract, so much thereof as is not necessarily affected by the change, shall remain in force upon all parties hereto; and no payment for _____ under such alteration shall be made until the completion of the whole contract, and the adjustment and payment of the bill when rendered for same shall release and discharge the said City from any and all claims or liability on account of _____ furnished under this contract, or any alteration thereof.
4. **Performance Period:**
5. The Vendor shall not assign or transfer this contract, or any part thereof without the prior written consent of the Purchasing Agent of said City.
6. And the said Vendor further agrees to indemnify and save harmless the said City of Salem, its officers and agents from all claims and actions of every name and description brought against the said City, or its officers and agents, for or on account of any injury or damage received or sustained by any person, structure or property, by or from the said Vendor, servants or agents, or by, or on account of, any act or omission of the said Vendor, or servants or agents, in the performance of this contract; and the Vendor hereby agrees that so much of the money due to under, and by virtue of, this agreement, as shall be considered necessary by said Purchasing Agent, may be retained by the City until all such suits or claims for damages as aforesaid, shall have been settled, and evidence furnished to the satisfaction of said Purchasing Agent, provided, however, that notice of such claims, in writing and signed by the claimants, shall be previously filed in the offices of the City Clerk of said City.
7. It is furthermore agreed by the Vendor that the performance of this contract shall be strictly in accordance with its bid/proposal dated _____, now on file at the Office of the City Purchasing Agent of Salem, Massachusetts, which bid/proposal is hereby made a part of this contract by reference.
8. IN CONSIDERATION WHEREOF, the City agrees to pay to the Vendor _____ (\$_____), said payment to be made within thirty days from receipt and acceptance of a reasonably

detailed invoice. **THE ABOVE CONTRACT NUMBER MUST BE REFERENCED ON ALL INVOICES IN ORDER FOR THE VENDOR TO BE PAID.**

9. Insurance Coverage:

General - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance

The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

Comprehensive Automotive and Property Damage Insurance - The Vendor shall carry Automobile Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property.

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All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company as may be acceptable to the City of Salem and shall constitute a material part of the contract documents.

Failure to provide written proof to City and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same.

10. This Agreement may be terminated upon thirty (30) days prior written notice for failure of Vendor to provide adequate service as determined by the Purchasing Agent.
11. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement is subject to the provisions of Massachusetts's law, and to all lawful implementing regulations, as amended from time to time.
12. IN WITNESS WHEREOF the said; (____); Vendor hath caused these presents and an instrument of like tenor to be executed in its name and behalf by a properly authorized officer of said company.
An instrument of like tenor to be executed by the City in its name and behalf by its Mayor; its Purchasing Agent, and _____.

All duly authorized as aforesaid, and its corporate seal to be hereto affixed.

By:

CITY OF SALEM:
By:

Authorized Signature

Kimberley Driscoll,
Mayor

Authorized Officer (print name)

Sarah Stanton,
Finance Director

Title

Margarita Ruiz,
Superintendent of Schools

Whitney Haskell,
Purchasing Agent

Approved as to form: _____
Elizabeth Rennard, Esq.,
City Solicitor