



State of Arkansas
 OFFICE OF STATE PROCUREMENT
 1509 West Seventh Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID

| | |
|--|---|
| IFB Number: SP-15-0064 | Buyer: John Leverett |
| Commodity: School Buses Agency: Statewide Government Entities | Bid Opening Date: March 18, 2015 |
| Date Issued: March 3, 2015 | Bid Opening Time: 2:00 pm Central Time |

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

| | |
|--|---|
| <u>MAILING ADDRESS:</u> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316 | <u>BID OPENING LOCATION:</u> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 |
|--|---|

Company Name: _____

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation Individual Sole Proprietorship Public Service Corp
 (check one):
 Partnership Corporation Government/ Nonprofit

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 2 of 35

| | |
|---------------------|-----------------------------|
| TYPE OF CONTRACT: | Term |
| CONTRACT PERIOD: | One year from date of award |
| AGENCY P.R. NUMBER: | N/A |

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American____
Asian American____

Hispanic American____
Pacific Islander American____

American Indian____
Service Disabled Veteran____

Arkansas Minority Certification Number_____

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.
3. **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
4. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
5. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.
6. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

7. **ANTICIPATION TO AWARD:** After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

8. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
9. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
10. **CURRENCY:** All bid pricing must be United States dollars and cents.
11. **LANGUAGE:** Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 **INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the State of Arkansas to obtain pricing and to create a term contract with multiple vendors for school buses. State Agencies and Cooperative Purchasing Program Participants will be allowed to purchase new school buses off of the resulting contract.

1.2 **ISSUING AGENCY**

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, John Leverett at 501-683-2222 or email: john.leverett@dfa.arkansas.gov.

1.3 **CAUTION TO BIDDERS**

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person(s) named herein will initiate all contact.
2. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet(s).
 - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 - e. Failure of any proposed goods or service to meet or exceed the specifications.

All bidders must be licensed by the Arkansas Motor Vehicle Commission.

Bidders should have on file with the Office of State Procurement a current copy of their license issued by the Arkansas Motor Vehicle Commission.

1.4 BID FORMAT

Any statement in this document that contains the word “**will**”, “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 CONTRACT

The term of this contract will be one year from date of award or early factory cut-off dates for ordering. Availability of individual line items will depend on factory order cut-off dates. Upon mutual agreement, contract for individual items may be extended up to six (6) additional years, in one year increments, or a portion thereof in accordance with the terms of the original contract.

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices **shall** be forwarded to the: agency, school or cooperative purchasing program participants issuing the purchase order. Attention: Accounts Payable.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any vehicle. Payment will be made only after the contractor has successfully satisfied the ordering agency/cooperative as to the goods and/or services purchased. Vendors should invoice the ordering agency/cooperative by an itemized list of charges. **Purchase Order Number and/or Contract Number should be referenced on each invoice.**

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

1.7 RECORD RETENTION

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION

This IFB does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.10 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

1.11 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
 - b. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - c. Upon default, to pay all sums to become due under a contract.
 - d. To pay damages, legal expenses or other costs and expenses of any party.
 - e. To continue a contract once the equipment has been repossessed.
 - f. To conduct litigation in a place other than Pulaski County, Arkansas
 - g. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of deinstallation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
 - b. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

1.12 CONDITIONS OF CONTRACT

The successful bidder(s) shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.13 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor(s) is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.14 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.15 AWARD

All line items bid will be awarded to vendors who:

- meet minimum bid specifications/requirements

- are currently licensed by the Arkansas Motor Vehicle Commission
- bid buses that are in compliance with Arkansas Public Schools Academic Facilities and Transportation Rules for the Specifications Governing School Bus Design

State agencies, school districts and local public procurement units will be allowed to purchase from any of the awarded vendors during the term of the contract.

The decision, of which vendor to purchase from, shall be made solely at the discretion of the agency, school district or local public procurement unit. Bidders must be able to deliver to all qualified public procurement units within the State.

The Office of State Procurement reserves the right to award a contract to one or more bidders offering comparable prices and selection of products.

Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

Option prices may be a determining factor in the award of this contract.

1.16 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.17 COST

All charges **must** be included on the Official Bid Price Sheet(s) and **must** include all associated costs for the goods being bid.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet(s)
2. Any cost not identified by the bidder but subsequently incurred in order to achieve contract completion **shall** be borne by the bidder.

1.18 DELIVERY: FOB DESTINATION: BID PRICE MUST INCLUDE ALL SHIPPING AND HANDLING.

Delivery of all bus orders must be completed within 180 days after receipt of the order. Extended delivery dates may be considered when the manufacturing process is delayed due to Force Majeure or when in the best interest of the state. In order to receive an extended delivery date, the vendor must notify the ordering entity of the expected delay within 30 days of the original delivery date.

1.19 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

SECTION 2 – BUS & DEALERSHIP INFORMATION

2.1 PRICE INCREASES

Bid price must stay firm for the first year of the contract period. Upon contract renewal, price increases will be considered if the original equipment manufacturer (OEM) has a general price increase on any model on the contract. However, the price increase must be documented by a letter from the OEM and only that amount will be allowed. Additional, price increases will be considered, under the same terms, every six (6) months.

No price increases will be allowed on purchase orders issued by a state agency or cooperative purchaser after the purchase order has been acknowledged by the bus dealer. Dealers must send, to the ordering entity, an order acknowledgement within ten (10) days after receipt of order. (See 2.5 "Acknowledgements and Payments" below).

The successful vendor(s) must guarantee that the ordering agency will receive the full general price decrease or rebate amount the manufacturer offers on any bus(es) within this contract. Any rebate or other incentive must be divulged to OSP as soon as known.

2.2 QUANTITIES

Actual quantities of buses that will be ordered are not known at this time.

2.3 SPECIFICATIONS

All buses shall be new and shall be the latest model of proven performance and in standard production by manufacturer at time of delivery. Bidder's offering must conform to the State of Arkansas specifications referenced herein. Specifications for these buses are a minimum and bidders may bid more than one (1) model for each type, but they must meet or exceed the minimum specifications.

2.4 WARRANTY

The body shall have a five (5) year (from date unit is put into service)/100,000 miles warranty. The limited warranty shall include the main body structural components, rust perforation of interior and exterior sheet metal paint adhesion, and passenger/driver seat frames.

The remaining items manufactured by the final stage manufacturer shall have a two (2) year (from date bus is put into service) unlimited miles warranty.

All items supplied by an outside vendor shall be warranted by the final stage manufacturer for one (1) year (from date bus is put into service) unlimited miles.

2.5 ACKNOWLEDGEMENTS AND PAYMENTS

Awarded vendors must send, to the ordering entity, an order acknowledgement within ten (10) days after receipt of order. Upon delivery of the vehicle, the vendor is required to provide original invoice, odometer statement, certificate of origin and any other documentation required to license and pay sales tax on vehicle. To ensure prompt payment, vendor must provide a copy of the invoice and the signature of agency representative on a copy of the purchase order or any other receiving document and date received to the "bill to address".

2.6 DELIVERY TO ARKANSAS STATE AGENCIES F.O.B. DESTINATION

Bid prices must include delivery of all vehicles to the ordering agency regardless of location within the State of Arkansas. Bidder must state approximate delivery days for each vehicle in the space provided. If delivery time stated for a particular vehicle is considered excessive by the Office of State Procurement, bid for that vehicle may be rejected. Failure to deliver the vehicle within the stated time may result in cancellation of the order of vehicle(s). If cancellation occurs, the Office of State Procurement may purchase the vehicle(s) from another source and charge the difference (if any) to the defaulting contractor.

2.7 OPTIONS/ADDITIONAL OPTIONS

State agencies, school districts and local public procurement units may add any options referenced in the Official Price Sheets of this IFB for the specified vehicle.

Additional options, not found in the Official Price Sheets, must be approved by the proper authorities and be submitted on a separate purchase order.

2.8 DEALERSHIP REQUIREMENTS

Bidders must hold a valid license issued by the Arkansas Motor Vehicle Commission as allowed by Arkansas Code §23-112-301 and §23-112-312 and should submit a copy of their Arkansas Dealers License with their bid submittal.

2.9 CONTRACT USAGE REPORT

Awarded Vendor(s) shall provide to the Office of State Procurement an electronic detailed quarterly report on all sales made against this agreement within the State of Arkansas to the State's primary contact listed below. The

report file format shall be Microsoft Excel compatible format. This report will reflect the total sales of each vehicle ordered against the contract. The report will include the item number, quantities sold, manufacturer, and model of vehicle, name of state agency or cooperative purchasing agency.

Primary Contact: John Leverett
Phone: 501-683-2222 Fax: 501-324-9311
E-mail: john.leverett@dfa.arkansas.gov

Participating Entity: Arkansas Office of State Procurement
1509 West 7th Street, Room 300
Little Rock, AR 72201-4222

Contract Quarterly Reporting Schedule Requirements:

Due April 30: (1st Quarter) January 1 through March 31

Due July 30: (2nd Quarter) April 1 through June 30

Due October 30: (3rd Quarter) July 1 through September 30

Due January 30: (4th Quarter) October 1 through December 31

SECTION 3 – STATE OF ARKANSAS AGENCY GUIDELINES

3.1 ORDERING VEHICLES

3.1.1 **Ordering** - A state agency will provide the appropriate documents including asset number, if required, and fund information to Office of Information Services who will prepare the State Vehicle Request.

3.1.2 **Options** - Purchasers shall select preferred options from the options listed on the contract and include the following information in their procurement request:

- a. Item number and date of this specification.
- b. Numbers and descriptions of the options selected.

3.1.3 **Exclusivity** - This specification shall, until revised or rescinded by the Office of State Procurement, apply to each future purchase and/or contract of those commodities described herein.

3.2 OTHER VEHICLES

Vehicles which do not conform to the State of Arkansas Standard Specifications and have been approved for purchase will be bid on an individual basis.

SECTION 4 – COOPERATIVE PURCHASING PROGRAM PARTICIPANTS

4.1 SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS

Arkansas Procurement Law provides that local public procurement units (cities, counties, municipalities, school districts, higher education and certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program Participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participants.

4.2 COOPERATIVE PURCHASING PROGRAM PARTICIPANTS NOTE

In order to provide the discounted prices offered in this procurement package to both the State and the Cooperative Purchasing Program Participants, the vehicle bidders must receive timely payment, payment for partial shipment on multiple vehicle orders, and have all required approvals obtained prior to order placement. All these conditions are being met by state agencies that are required to have sufficient funds and approvals before orders are placed and to make prompt payment for vehicles as received. It is incumbent upon Cooperative Purchasing Participants to have all approvals obtained and funds available to complete the purchasing transaction in a prompt manner. Most of the dealers have fifteen (15) days from the time a vehicle leaves the factory to pay the manufacturers. In order to continue to receive the fleet pricing, you must ensure prompt payment for each vehicle as it is received.

4.3 DELIVERY TO ARKANSAS COOPERATIVE PURCHASING PROGRAM PARTICIPANTS, FOB: DESTINATION

Bid must include all shipping and handling.

SECTION 5 – OFFICIAL PRICE SHEETS

SCHOOL BUS – NEW

PRICING: Bid the unit price.

| ITEM | TYPE | DESCRIPTION | Unit Price |
|-------------|-------------|--------------------|-------------------|
| 1 | SBA | Type A School Bus | \$_____ each |

Make & model bid: _____

Specifications for 2015 or Newer Type A, 30 Passenger School Bus Design, New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS. BUSES WITH WHEELCHAIR LIFTS MUST MEET ALL DOT AND ADA REQUIREMENTS.

AT TIME OF DELIVERY TO END USER, BUS MUST MEET ALL ARKANSAS DIVISION OF ACADEMIC FACILITIES AND TRANSPORTATION RULES FOR THE SPECIFICATIONS GOVERNING SCHOOL BUS DESIGN.

Minimum Specifications – Base Vehicle

Powertrain:

Bidder should include, with their bid submission, a copy of the U.S. Environmental Protection Agency Certificate of Conformity for the model year of the engine installed in the bus being bid. EPA Certificate of Conformity must be submitted prior to award.

Engine: Minimum, 200 HP, diesel

30 gal. fuel tank with locking cap

Transmission: Automatic

Brakes: Anti-lock

Wheels: Dual rear, single front

Interior:

Twenty nine (29) passenger seat base

High-back driver's seat

Driver's retractable lap and shoulder belt

Power steering

OEM dash-mounted air conditioning and heat

Electric intermittent windshield wipers with washer

5/8" exterior-grade plywood floor

Maximum headroom

Rear heat: minimum 20,000 Btu

Exterior:

White roof

Walk-in entrance door with 2 steps and handrail

Manual entry door

Rear emergency door

Backup warning system

Rear exhaust

Tinted glass, all inclusive

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 11 of 35

ITEM 1 – OPTIONAL EQUIPMENT PRICE SHEET

Enter prices for all available options. (A minus sign (-) should be placed before deduct amounts.)
Bidder must fill in all price blanks for optional equipment with either a **Price**, **N/A** (not available), **N/C** (no charge) or **Standard**. Options that are left blank will be deemed to be not available.

| | |
|---|----|
| 101 - AM/FM Radio with PA system | \$ |
| 102 - AM/FM/Mp3/USB, Radio with PA system | \$ |
| 103 - Air Conditioner: Additional Rear A/C Minimum 40,000 Btu with Separate Compressor | \$ |
| 104 - Air Conditioner: Additional Rear, In-Wall A/C Minimum 40,000 Btu with Separate Compressor | \$ |
| 105 - All Exterior Lights LED Except Headlights | \$ |
| 106 - Alternator: 220 Amp Alternator | \$ |
| 107 - Alternators: Dual 145 Amp Alternators | \$ |
| 108 - Cruise Control | \$ |
| 109 - Electric Entry Door | \$ |
| 110 - Engine Block Heater | \$ |
| 111 - Engine: Gasoline, Minimum V8, 250 Horsepower | \$ |
| 112 - Engine: Gasoline, Minimum V8, 300 Horsepower | \$ |
| 113 - Floor: 5/8" Marine Grade Plywood | \$ |
| 114 - Heater: Rear, Minimum 30,000 Btu | \$ |
| 115 - Heater: Rear, Wall, Minimum 40,000 Btu | \$ |
| 116 - Lap Seatbelts for All Seats | \$ |
| 117 - Light Monitor | \$ |
| 118 - Lock: Entrance Door Lock | \$ |
| 119 - Lock: Rear Vandal Lock | \$ |
| 120 - Mirrors: All Exterior Mirrors Heated | \$ |
| 121 - Mud Flaps | \$ |
| 122 - One (1) Auxiliary Defrost Fan | \$ |
| 123 - Seat Belt Ready | \$ |
| 124 - Seats: 7 – 36" Seat Configuration (14 Passenger) | \$ |
| 125 - Seating: 30 Passenger | \$ |
| 126 - Tow Hooks on Rear | \$ |

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 12 of 35

| | | |
|---|----|-----|
| 127 - Track Seating with Tie Down(s) Per Wheelchair Station, Each | \$ | ea. |
| 128 - Two (2) Emergency Push-Out Windows | \$ | |
| 129 - Wheelchair: Wheelchair Lift with Wheelchair Door | \$ | |
| 130 - Wheelchair: Dedicated Wheelchair Station & Tie Down, Each | \$ | ea. |

SCHOOL BUS – NEW

PRICING: Bid the unit price.

| ITEM | TYPE | DESCRIPTION | Unit Price |
|------|------|-------------------|--------------|
| 2 | SBB | Type C School Bus | \$_____ each |

Make & model bid: _____

Specifications for 2016 or Newer Type C, 48 Passenger School Bus Design, New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS. BUSES WITH WHEELCHAIR LIFTS MUST MEET ALL DOT AND ADA REQUIREMENTS.

AT TIME OF DELIVERY TO END USER, BUS MUST MEET ALL ARKANSAS DIVISION OF ACADEMIC FACILITIES AND TRANSPORTATION RULES FOR THE SPECIFICATIONS GOVERNING SCHOOL BUS DESIGN.

Minimum Specifications – Base Vehicle

Drivetrain:

Bidder should include, with their bid submission, a copy of the U.S. Environmental Protection Agency Certificate of Conformity for the model year of the engine installed in the bus being bid. EPA Certificate of Conformity must be submitted prior to award.

Engine: Diesel in-line 6 cylinder

Horsepower: minimum 200

Transmission: minimum Allison 2500 PTS automatic

Brakes: Anti-Lock, hydraulic, 4-wheel disc

Alternator: minimum 200 Amp

Oil-filled front hubs

Fuel Tank: minimum 60-gallon

Interior:

Forty seven (47) passenger seating

Tilt steering column

6-way high back driver's seat with dual armrests

Perforated headliner inside first two body sections

5/8" exterior-grade plywood floor

Minimum 77" Headroom

Exterior:

White roof

Exhaust system will exit the rear of the bus

Electrical:

Rear heater: minimum 50,000 Btu

Front heater: minimum 90,000 Btu

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 14 of 35

ITEM 2 – OPTIONAL EQUIPMENT PRICE SHEET

Enter prices for all available options. (A minus sign (-) should be placed before deduct amounts.)
Bidder must fill in all price blanks for optional equipment with either a **Price**, **N/A** (not available), **N/C** (no charge) or **Standard**. Options that are left blank will be deemed to be not available.

| | |
|---|----|
| 201 - AM/FM Radio with PA System | \$ |
| 202 - AM/FM/Mp3/USB, Radio with PA system | \$ |
| 203 - Air Brakes (with dryers), Anti-Lock Brake System | \$ |
| 204 - Air Conditioner: Dash A/C | \$ |
| 205 - Air Conditioner: A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 206 - Air Conditioner: In-Wall A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 207 - Air-Operated Door | \$ |
| 208 - Air Ride Suspension: Rear Air Ride Suspension, minimum 21,000 Lbs | \$ |
| 209 - Allison 3000 PTS Series Transmission | \$ |
| 210 - All Exterior Lights LED Except Headlights | \$ |
| 211 - Alternator: 270 Amp (Required with Air Conditioner and Wheelchair Lift Combined) | \$ |
| 212 - Alternator: 320 Amp | \$ |
| 213 - Cruise Control | \$ |
| 214 - Electric Entry Door | \$ |
| 215 - Engine Block Heater | \$ |
| 216 - Engine Upgrade, Minimum 220 HP (state engine size and torque) | \$ |
| 217 - Engine Upgrade, Minimum 240 HP (state engine size and torque) | \$ |
| 218 - Engine Upgrade, Minimum 250 HP (state engine size and torque) | \$ |
| 219 - Engine Upgrade, Minimum 260 HP (state engine size and torque) | \$ |
| 220 - Engine Upgrade, Minimum 280 HP (state engine size and torque) | \$ |
| 221 - Floor: 5/8" Marine Grade Plywood | \$ |
| 222 - Heater: Step-Well Heater, 30,000 to 49,999 Btu | \$ |
| 223 - Heater: Step-Well Heater, Minimum 50,000 Btu | \$ |
| 224 - Heater: Mid-Ship Heater, Minimum 80,000 Btu | \$ |
| 225 - Heater: Rear Wall Heater, 40,000 to 79,999 Btu | \$ |
| 226 - Heater: Rear Heater, Minimum 80,000 Btu | \$ |

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 15 of 35

| | |
|---|--------|
| 227 - Light Monitor | \$ |
| 228 - Lock: Entrance Door Lock | \$ |
| 229 - Lock: Rear Vandal Lock | \$ |
| 230 - Mirrors: All Exterior Mirrors Heated | \$ |
| 231 - Mud Flaps | \$ |
| 232 - Seats: Additional Seat Spacing (forty one (41) passenger seating) | \$ |
| 233 - Seatbelt Ready Seats | \$ |
| 234 - Seatbelts: Installed Lap Belts, Each | \$ ea. |
| 235 - Three (3) Group 31 Batteries | \$ |
| 236 - Tinted Glass All Inclusive | \$ |
| 237 - Track Seating with Tie Down(s) Per Wheelchair Station, Each | \$ ea. |
| 238 - Two (2) Emergency Push-Out Windows | \$ |
| 239 - Underbody Storage: Per Cubic Foot, Each | \$ ea. |
| 240 - Wheelchair: Wheelchair Lift with Wheelchair Door (If you choose option 204, 205 or 206 with 240, you must also include: 211 - Alternator, 270 Amp.) | \$ |
| 241 - Wheelchair: Dedicated Wheelchair Station & Tie Down, Each | \$ ea. |

SCHOOL BUS – NEW

PRICING: Bid the unit price.

| ITEM | TYPE | DESCRIPTION | Unit Price |
|-------------|-------------|--------------------|-------------------|
| 3 | SBF | Type C School Bus | \$_____ each |

Make & model bid: _____

Specifications for 2016 or Newer Type C, 66 Passenger School Bus Design, New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS. BUSES WITH WHEELCHAIR LIFTS MUST MEET ALL DOT AND ADA REQUIREMENTS.

AT TIME OF DELIVERY TO END USER, BUS MUST MEET ALL ARKANSAS DIVISION OF ACADEMIC FACILITIES AND TRANSPORTATION RULES FOR THE SPECIFICATIONS GOVERNING SCHOOL BUS DESIGN.

Minimum Specifications – Base Vehicle

Drivetrain:

Bidder should include, with their bid submission, a copy of the U.S. Environmental Protection Agency Certificate of Conformity for the model year of the engine installed in the bus being bid. EPA Certificate of Conformity must be submitted prior to award.

Engine: Diesel in-line 6 cylinder

Horsepower: minimum 200

Transmission: minimum Allison 2500 PTS automatic

Brakes: Air brakes (with dryers), anti-lock brakes

Alternator: minimum 200 Amp

Oil-filled front hubs

Fuel Tank: minimum 60-gallon

Interior:

Sixty Five (65) passenger seating

Tilt steering column

6-way high back driver's seat with dual armrests

Perforated headliner inside first two body sections

5/8" exterior-grade plywood floor

Minimum 77" Headroom

Exterior:

White roof

Exhaust system will exit the rear of the bus

Electrical:

Rear heater: minimum 50,000 Btu.

Front heater: minimum 90,000 Btu

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 17 of 35

ITEM 3 – OPTIONAL EQUIPMENT PRICE SHEET

Enter prices for all available options. (A minus sign (-) should be placed before deduct amounts.)

Bidder must fill in all price blanks for optional equipment with either a **Price**, **N/A** (not available), **N/C** (no charge) or **Standard**. Options that are left blank will be deemed to be not available.

| | |
|---|----|
| 301 - AM/FM Radio with PA System | \$ |
| 302 - AM/FM/Mp3/USB, Radio with PA system | \$ |
| 303 - Air Conditioner: Dash A/C | \$ |
| 304 - Air Conditioner: A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 305 - Air Conditioner: In-Wall A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 306 - Air-Operated Door | \$ |
| 307 - Air Ride Suspension: Rear Air Ride Suspension, minimum 21,000 Lbs. | \$ |
| 308 - Allison 3000 PTS Series Transmission | \$ |
| 309 - All Exterior Lights LED Except Headlights | \$ |
| 310 - Alternator: 270 Amp (Required with Air Conditioner and Wheelchair Lift Combined) | \$ |
| 311 - Alternator: 320 Amp | \$ |
| 312 - Cruise Control | \$ |
| 313 - Electric Entry Door | \$ |
| 314 - Engine Block Heater | \$ |
| 315 - Engine Upgrade, Minimum 220 HP (state engine size and torque) | \$ |
| 316 - Engine Upgrade, Minimum 240 HP (state engine size and torque) | \$ |
| 317 - Engine Upgrade, Minimum 250 HP (state engine size and torque) | \$ |
| 318 - Engine Upgrade, Minimum 260 HP (state engine size and torque) | \$ |
| 319 - Engine Upgrade, Minimum 280 HP (state engine size and torque) | \$ |
| 320 - Floor: 5/8" Marine Grade Plywood | \$ |
| 321 - Heater: Step-well Heater, 30,000 to 49,999 Btu | \$ |
| 322 - Heater: Step-well Heater, Minimum 50,000 Btu | \$ |
| 323 - Heater: Mid-Ship Heater, Minimum 80,000 Btu | \$ |
| 324 - Heater: Rear Wall Heater, 40,000 to 79,999 Btu | \$ |
| 325 - Heater: Rear Heater, Minimum 80,000 Btu | \$ |
| 326 - Light Monitor | \$ |

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 18 of 35

| | |
|--|--------|
| 327 - Lock: Entrance Door Lock | \$ |
| 328 - Lock: Rear Vandal Lock | \$ |
| 329 - Mirrors: All Exterior Mirrors Heated | \$ |
| 330 - Mud Flaps | \$ |
| 331 - Seats: Additional Seat Spacing (fifty nine (59) passenger seating) | \$ |
| 332 - Seatbelt Ready Seats | \$ |
| 333 - Seatbelts: Installed Lap Belts, Each | \$ ea. |
| 334 - Three (3) Group 31 Batteries | \$ |
| 335 - Tinted Glass All Inclusive | \$ |
| 336 - Track Seating with Tie Down(s) Per Wheelchair Station, Each | \$ ea. |
| 337 - Two (2) Emergency Push-Out Windows | \$ |
| 338 - Underbody Storage: Per Cubic Foot, Each | \$ ea. |
| 339 - Wheelchair: Wheelchair Lift with Wheelchair Door (If you choose option, 303, 304 or 305 with 339, you must also include: 310 – Alternator, 270 Amp.) | \$ |
| 340 - Wheelchair: Dedicated Wheelchair Station & Tie Down, Each | \$ ea. |

SCHOOL BUS – NEW

PRICING: Bid the unit price.

| ITEM | TYPE | DESCRIPTION | Unit Price |
|-------------|-------------|--------------------|-------------------|
| 4 | SBG | Type C School Bus | \$_____ each |

Make & model bid: _____

Specifications for 2016 or Newer Type C, 72 Passenger School Bus Design, New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS. BUSES WITH WHEELCHAIR LIFTS MUST MEET ALL DOT AND ADA REQUIREMENTS.

AT TIME OF DELIVERY TO END USER, BUS MUST MEET ALL ARKANSAS DIVISION OF ACADEMIC FACILITIES AND TRANSPORTATION RULES FOR THE SPECIFICATIONS GOVERNING SCHOOL BUS DESIGN.

Minimum Specifications – Base Vehicle

Drivetrain:

Bidder should include, with their bid submission, a copy of the U.S. Environmental Protection Agency Certificate of Conformity for the model year of the engine installed in the bus being bid. EPA Certificate of Conformity must be submitted prior to award.

Engine: Diesel in-line 6 cylinder

Horsepower: minimum 200

Transmission: minimum Allison 2500 PTS automatic

Brakes: Air brakes (with dryers), anti-lock brakes

Alternator: minimum 200 Amp

Oil-filled front hubs

Fuel Tank: minimum 60-gallon

Interior:

Seventy One (71) passenger seating

Tilt steering column

6-way high back driver's seat with dual armrests

Perforated headliner inside first two body sections

5/8" exterior-grade plywood floor

Minimum 77" Headroom

Exterior:

White roof

Exhaust system will exit the rear of the bus

Electrical:

Rear heater: minimum 50,000 Btu.

Front heater: minimum 90,000 Btu.

Mid-ship heater: minimum 50,000 Btu.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 20 of 35

ITEM 4 – OPTIONAL EQUIPMENT PRICE SHEET

Enter prices for all available options. (A minus sign (-) should be placed before deduct amounts.)

Bidder must fill in all price blanks for optional equipment with either a **Price**, **N/A** (not available), **N/C** (no charge) or **Standard**. Options that are left blank will be deemed to be not available.

| | |
|---|----|
| 401 - AM/FM Radio with PA System | \$ |
| 402 - AM/FM/Mp3/USB, Radio with PA system | \$ |
| 403 - Air Conditioner: Dash A/C | \$ |
| 404 - Air Conditioner: A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 405 - Air Conditioner: In-Wall A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 406 - Air-Operated Door | \$ |
| 407 - Air Ride Suspension: Rear Air Ride Suspension, minimum 21,000 Lbs | \$ |
| 408 - Allison 3000 PTS Series Transmission | \$ |
| 409 - All Exterior Lights LED Except Headlights | \$ |
| 410 - Alternator: 270 Amp (Required with Air Conditioner and Wheelchair Lift Combined) | \$ |
| 411 - Alternator: 320 Amp | \$ |
| 412 - Cruise Control | \$ |
| 413 - Electric Entry Door | \$ |
| 414 - Engine Block Heater | \$ |
| 415 - Engine Upgrade, Minimum 220 HP (state engine size and torque) | \$ |
| 416 - Engine Upgrade, Minimum 240 HP (state engine size and torque) | \$ |
| 417 - Engine Upgrade, Minimum 250 HP (state engine size and torque) | \$ |
| 418 - Engine Upgrade, Minimum 260 HP (state engine size and torque) | \$ |
| 419 - Engine Upgrade, Minimum 280 HP (state engine size and torque) | \$ |
| 420 - Floor: 5/8" Marine Grade Plywood | \$ |
| 421 - Heater: Step-well Heater, 30,000 to 49,999 Btu (state Btu size) | \$ |
| 422 - Heater: Step-well Heater, Minimum 50,000 Btu | \$ |
| 423 - Heater: Mid-Ship Heater, Minimum 80,000 Btu | \$ |
| 424 - Heater: Rear Wall Heater, 40,000 to 79,999 Btu (state Btu size) | \$ |
| 425 - Heater: Rear Heater, Minimum 80,000 Btu | \$ |
| 426 - Light Monitor | \$ |

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 21 of 35

| | |
|---|--------|
| 427 - Lock: Entrance Door Lock | \$ |
| 428 - Lock: Rear Vandal Lock | \$ |
| 429 - Mirrors: All Exterior Mirrors Heated | \$ |
| 430 - Mud Flaps | \$ |
| 431 - Seats: Additional Seat Spacing (sixty five (65) passenger seating) | \$ |
| 432 - Seatbelt Ready Seats | \$ |
| 433 - Seatbelts: Installed Lap Belts, Each | \$ ea. |
| 434 - Three (3) Group 31 Batteries | \$ |
| 435 - Tinted Glass All Inclusive | \$ |
| 436 - Track Seating with Tie Down(s) Per Wheelchair Station, Each | \$ ea. |
| 437 - Two (2) Emergency Push-Out Windows | \$ |
| 438 - Underbody Storage: Per Cubic Foot, Each | \$ ea. |
| 439 - Wheelchair: Wheelchair Lift with Wheelchair Door (If you choose option 403, 404 or 405 with 439, you must also include: 410 – Alternator, 270 Amp.) | \$ |
| 440 - Wheelchair: Dedicated Wheelchair Station & Tie Down, Each | \$ ea. |
| 441 - 100 Gallon Fuel Tank | \$ |

SCHOOL BUS – NEW

PRICING: Bid the unit price.

| ITEM | TYPE | DESCRIPTION | Unit Price |
|------|------|-------------------|--------------|
| 5 | SBC | Type C School Bus | \$_____ each |

Make & model bid: _____

Specifications for 2016 or Newer Type C, 78 Passenger School Bus Design, New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS. BUSES WITH WHEELCHAIR LIFTS MUST MEET ALL DOT AND ADA REQUIREMENTS.

AT TIME OF DELIVERY TO END USER, BUS MUST MEET ALL ARKANSAS DIVISION OF ACADEMIC FACILITIES AND TRANSPORTATION RULES FOR THE SPECIFICATIONS GOVERNING SCHOOL BUS DESIGN.

Minimum Specifications – Base Vehicle

Drivetrain:

Bidder should include, with their bid submission, a copy of the U.S. Environmental Protection Agency Certificate of Conformity for the model year of the engine installed in the bus being bid. EPA Certificate of Conformity must be submitted prior to award.

Engine: Diesel in-line 6 cylinder

Horsepower: minimum 200

Transmission: minimum Allison 2500 PTS automatic

Brakes: Air brakes (with dryers), anti-lock brakes

Alternator: minimum 200 Amp

Oil-filled front hubs

Fuel Tank: minimum 60-gallon

Interior:

Seventy Seven (77) passenger seating

Tilt steering column

6-way high back driver's seat with dual armrests

Perforated headliner inside first two body sections

5/8" exterior-grade plywood floor

Minimum 77" Headroom

Exterior:

White roof

Exhaust system will exit the rear of the bus

Electrical:

Rear heater: minimum 50,000 Btu.

Front heater: minimum 90,000 Btu.

Mid-ship heater: minimum 50,000 Btu.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 23 of 35

ITEM 5 – OPTIONAL EQUIPMENT PRICE SHEET

Enter prices for all available options. (A minus sign (-) should be placed before deduct amounts.)

Bidder must fill in all price blanks for optional equipment with either a **Price**, **N/A** (not available), **N/C** (no charge) or **Standard**. Options that are left blank will be deemed to be not available.

| | |
|---|----|
| 501 - AM/FM Radio with PA System | \$ |
| 502 - AM/FM/Mp3/USB, Radio with PA system | \$ |
| 503 - Air Conditioner: Dash A/C | \$ |
| 504 - Air Conditioner: A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 505 - Air Conditioner: In-Wall A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 506 - Air-Operated Door | \$ |
| 507 - Air Ride Suspension: Rear Air Ride Suspension, minimum 21,000 Lbs | \$ |
| 508 - Allison 3000 PTS Series Transmission | \$ |
| 509 - All Exterior Lights LED Except Headlights | \$ |
| 510 - Alternator: 270 Amp (Required with Air Conditioner and Wheelchair Lift Combined) | \$ |
| 511 - Alternator: 320 Amp | \$ |
| 512 - Cruise Control | \$ |
| 513 - Electric Entry Door | \$ |
| 514 - Engine Block Heater | \$ |
| 515 - Engine Upgrade, Minimum 220 HP (state engine size and torque) | \$ |
| 516 - Engine Upgrade, Minimum 240 HP (state engine size and torque) | \$ |
| 517 - Engine Upgrade, Minimum 250 HP (state engine size and torque) | \$ |
| 518 - Engine Upgrade, Minimum 260 HP (state engine size and torque) | \$ |
| 519 - Engine Upgrade, Minimum 280 HP (state engine size and torque) | \$ |
| 520 - Floor: 5/8" Marine Grade Plywood | \$ |
| 521 - Heater: Step-Well Heater, 30,000 to 49,999 Btu (state Btu size) | \$ |
| 522 - Heater: Step-Well Heater, Minimum 50,000 Btu | \$ |
| 523 - Heater: Mid-Ship Heater, Minimum 80,000 Btu | \$ |
| 524 - Heater: Rear Wall Heater, 40,000 to 79,999 Btu (state Btu size) | \$ |
| 525 - Heater: Rear Heater, Minimum 80,000 Btu | \$ |
| 526 - Light Monitor | \$ |

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 24 of 35

| | |
|---|--------|
| 527 - Lock: Entrance Door Lock | \$ |
| 528 - Lock: Rear Vandal Lock | \$ |
| 529 - Mirrors: All Exterior Mirrors Heated | \$ |
| 530 - Mud Flaps | \$ |
| 531 - Seats: Additional Seat Spacing (seventy one (71) passenger seating) | \$ |
| 532 - Seatbelt Ready Seats | \$ |
| 533 - Seatbelts: Installed Lap Belts, Each | \$ ea. |
| 534 - Three (3) Group 31 Batteries | \$ |
| 535 - Tinted Glass All Inclusive | \$ |
| 536 - Track Seating with Tie Down(s) Per Wheelchair Station, Each | \$ ea. |
| 537 - Two (2) Emergency Push-Out Windows | \$ |
| 538 - Underbody Storage: Per Cubic Foot, Each | \$ ea. |
| 539 - Wheelchair: Wheelchair Lift with Wheelchair Door (If you choose option 503, 504 or 505 with 539, you must also include: 510 - Alternator, 270 Amp.) | \$ |
| 540 - Wheelchair: Dedicated Wheelchair Station & Tie Down, Each | \$ ea. |
| 541 - 100 Gallon Fuel Tank | \$ |

SCHOOL BUS – NEW

PRICING: Bid the unit price.

| ITEM | TYPE | DESCRIPTION | Unit Price |
|------|------|-------------------|--------------|
| 6 | SBH | Type D School Bus | \$_____ each |

Make & model bid: _____

Specifications for 2016 or Newer Type D, Forward Engine, 78 Passenger School Bus Design, New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS. BUSES WITH WHEELCHAIR LIFTS MUST MEET ALL DOT AND ADA REQUIREMENTS.

AT TIME OF DELIVERY TO END USER, BUS MUST MEET ALL ARKANSAS DIVISION OF ACADEMIC FACILITIES AND TRANSPORTATION RULES FOR THE SPECIFICATIONS GOVERNING SCHOOL BUS DESIGN.

Minimum Specifications – Base Vehicle

Drivetrain:

Bidder should include, with their bid submission, a copy of the U.S. Environmental Protection Agency Certificate of Conformity for the model year of the engine installed in the bus being bid. EPA Certificate of Conformity must be submitted prior to award.

Engine: Forward engine, diesel in-line 6 cylinder

Horsepower: minimum 250

Transmission: minimum Allison 2500 PTS automatic

Air brakes (with dryers), anti-lock brakes.

Alternator: minimum 240-Amp

Oil-filled front hubs

Fuel Tank: minimum 60-gallon

Interior:

Seventy Seven (77) passenger seating

Tilt steering column

6-way high back driver's seat with dual armrests

Perforated headliner inside first two body sections

5/8" exterior-grade plywood floor

Minimum 77" Headroom

Exterior:

White roof

Exhaust system will exit the rear of the bus

Electrical:

Rear heater: minimum 50,000 Btu.

Front heater: minimum 90,000 Btu.

Mid-ship heater: minimum 50,000 Btu.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 26 of 35

ITEM 6 – OPTIONAL EQUIPMENT PRICE SHEET

Enter prices for all available options. (A minus sign (-) should be placed before deduct amounts.)

Bidder must fill in all price blanks for optional equipment with either a **Price**, **N/A** (not available), **N/C** (no charge) or **Standard**. Options that are left blank will be deemed to be not available.

| | |
|---|----|
| 601 - AM/FM Radio with PA System | \$ |
| 602 - AM/FM/Mp3/USB, Radio with PA system | \$ |
| 603 - Air Conditioner: A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 604 - Air Conditioner: A/C with Front and Rear In-Wall Evaporators and an Additional Side-Mounted Evaporator, Minimum 135,000 Btu | \$ |
| 605 - Air-Operated Door | \$ |
| 606 - Air Ride Suspension: Rear Air Ride Suspension, minimum 21,000 Lbs | \$ |
| 607 - Allison 3000 PTS Series Transmission | \$ |
| 608 - All Exterior Lights LED Except Headlights | \$ |
| 609 - Alternator: 270 Amp (Required with Air Conditioner and Wheelchair Lift Combined) | \$ |
| 610 - Alternator: 320 Amp | \$ |
| 611 - Cruise Control | \$ |
| 612 - Electric Entry Door | \$ |
| 613 - Engine Block Heater | \$ |
| 614 - Engine, Minimum 240 HP (bus must not have air conditioning) | \$ |
| 615 - Engine Upgrade, Minimum 260 HP (state engine size and torque) | \$ |
| 616 - Engine Upgrade, Minimum 280 HP (state engine size and torque) | \$ |
| 617 - Floor: 5/8" Marine Grade Plywood | \$ |
| 618 - Heater: Driver's Area Heater, Minimum 12,000 Btu (state Btu size) | \$ |
| 619 - Heater: Mid-Ship Heater, Minimum 80,000 Btu | \$ |
| 620 - Heater: Rear Heater, Minimum 80,000 Btu | \$ |
| 621 - Heater: Rear Wall Heater, Minimum 80,000 Btu | \$ |
| 622 - Light Monitor | \$ |
| 623 - Lock: Entrance Door Lock | \$ |
| 624 - Lock: Rear Vandal Lock | \$ |
| 625 - Mirrors: All Exterior Mirrors Heated | \$ |

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 27 of 35

| | |
|--|--------|
| 626 - Mud Flaps | \$ |
| 627 - Seats: Additional Seat Spacing (seventy one (71) passenger seating) | \$ |
| 628 - Seatbelt Ready Seats | \$ |
| 629 - Seatbelts: Installed Lap Belts, Each | \$ ea. |
| 630 - Three (3) Group 31 Batteries | \$ |
| 631 - Tinted Glass All Inclusive | \$ |
| 632 - Track Seating with Tie Down(s) Per Wheelchair Station, Each | \$ ea. |
| 633 - Two (2) Emergency Push-Out Windows | \$ |
| 634 - Underbody Storage: Per Cubic Foot, Each | \$ ea. |
| 635 - Wheelchair: Wheelchair Lift with Wheelchair Door (If you choose option 603 or 604 with 635, you must also include: 609 - Alternator, 270 Amp.) | \$ |
| 636 - Wheelchair: Dedicated Wheelchair Station & Tie Down, Each | \$ ea. |
| 637 - 100 Gallon Fuel Tank | \$ |

SCHOOL BUS – NEW

PRICING: Bid the unit price.

| ITEM | TYPE | DESCRIPTION | Unit Price |
|-------------|-------------|--------------------|-------------------|
| 7 | SBE | Type D School Bus | \$_____ each |

Make & model bid: _____

Specifications for 2016 or Newer Type D, Rear Engine, 84 Passenger School Bus Design, New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS. BUSES WITH WHEELCHAIR LIFTS MUST MEET ALL DOT AND ADA REQUIREMENTS.

AT TIME OF DELIVERY TO END USER, BUS MUST MEET ALL ARKANSAS DIVISION OF ACADEMIC FACILITIES AND TRANSPORTATION RULES FOR THE SPECIFICATIONS GOVERNING SCHOOL BUS DESIGN.

Minimum Specifications – Base Vehicle

Drivetrain:

Bidder should include, with their bid submission, a copy of the U.S. Environmental Protection Agency Certificate of Conformity for the model year of the engine installed in the bus being bid. EPA Certificate of Conformity must be submitted prior to award.

Engine: Rear engine, diesel in-line 6 cylinder

Horsepower: minimum 250

Transmission: minimum Allison 2500 PTS automatic

Air brakes (with dryers), anti-lock brakes.

Alternator: minimum 200-Amp

Oil-filled front hubs

Fuel Tank: minimum 60-gallon

Interior:

Eighty Four (84) passenger seating

Tilt steering column

6-way high back driver's seat with dual armrests

Perforated headliner inside first two body sections

5/8" exterior-grade plywood floor

Minimum 77" Headroom

Exterior:

White roof

Exhaust system will exit the rear of the bus

Electrical:

Rear heater: minimum 50,000 Btu.

Front heater: minimum 90,000 Btu.

Mid-ship heater: minimum 50,000 Btu.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 29 of 35

ITEM 7 – OPTIONAL EQUIPMENT PRICE SHEET

Enter prices for all available options. (A minus sign (-) should be placed before deduct amounts.)

Bidder must fill in all price blanks for optional equipment with either a **Price**, **N/A** (not available), **N/C** (no charge) or **Standard**. Options that are left blank will be deemed to be not available.

| | |
|---|----|
| 701 - AM/FM Radio with PA System | \$ |
| 702 - AM/FM/Mp3/USB, Radio with PA system | \$ |
| 703 - Air Conditioner: A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 704 - Air Conditioner: A/C with Front and Rear In-Wall Evaporators and an Additional Side-Mounted Evaporator, Minimum 135,000 Btu | \$ |
| 705 - Air-Operated Door | \$ |
| 706 - Air Ride Suspension: Rear Air Ride Suspension, Minimum 21,000 Lbs. | \$ |
| 707 - Allison 3000 PTS Series Transmission | \$ |
| 708 - All Exterior Lights LED Except Headlights | \$ |
| 709 - Alternator: 270 Amp (Required with Air Conditioner and Wheelchair Lift Combined) | \$ |
| 710 - Alternator: 320 Amp | \$ |
| 711 - Cruise Control | \$ |
| 712 - Electric Entry Door | \$ |
| 713 - Engine Block Heater | \$ |
| 714 - Engine, Minimum 240 HP (bus must not have air conditioning) | \$ |
| 715 - Engine Upgrade, Minimum 260 HP (state engine size and torque) | \$ |
| 716 - Engine Upgrade, Minimum 280 HP (state engine size and torque) | \$ |
| 717 - Floor: 5/8" Marine Grade Plywood | \$ |
| 718 - Heater: Driver's Area Heater, Minimum 12,000 Btu (state Btu size) | \$ |
| 719 - Heater: Mid-Ship Heater, Minimum 80,000 Btu | \$ |
| 720 - Heater: Rear Heater, Minimum 80,000 Btu | \$ |
| 721 - Light Monitor | \$ |
| 722 - Lock: Side Door Vandal Lock | \$ |
| 723 - Lock: Rear Emergency Window Vandal Lock | \$ |
| 724 - Lock: Entrance Door Lock | \$ |
| 725 - Mirrors: All Exterior Mirrors Heated | \$ |

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 30 of 35

| | |
|--|--------|
| 726 - Mud Flaps | \$ |
| 727 - Seatbelt Ready Seats | \$ |
| 728 - Seatbelts: Installed Lap Belts, Each | \$ ea. |
| 729 - Three (3) Group 31 Batteries | \$ |
| 730 - Tinted Glass All Inclusive | \$ |
| 731 - Track Seating with Tie Down(s) Per Wheelchair Station, Each | \$ ea. |
| 732 - Two (2) Emergency Push-Out Windows | \$ |
| 733 - Underbody Storage: Per Cubic Foot, Each | \$ ea. |
| 734 - Underbody Pass-Through Luggage Storage: Per Cubic Foot, Each | \$ ea. |
| 735 - Wheelchair: Wheelchair Lift with Wheelchair Door (If you choose option 703 or 704 with 735, you must also include: 709 – Alternator, 270 Amp.) | \$ |
| 736 – Wheelchair: Dedicated Wheelchair Station & Tie Down, Each | \$ ea. |
| 737 – 100 Gallon Fuel Tank | \$ |

SCHOOL BUS – NEW

PRICING: Bid the unit price.

| ITEM | TYPE | DESCRIPTION | Unit Price |
|------|------|-------------------|--------------|
| 8 | SBD | Type D School Bus | \$_____ each |

Make & model bid: _____

Specifications for 2016 or Newer Type D, Forward Engine, 90 Passenger School Bus Design, New

OPTIONAL EQUIPMENT IS IN ADDITION TO FEDERAL AND STATE SPECIFICATIONS. BUSES WITH WHEELCHAIR LIFTS MUST MEET ALL DOT AND ADA REQUIREMENTS.

AT TIME OF DELIVERY TO END USER, BUS MUST MEET ALL ARKANSAS DIVISION OF ACADEMIC FACILITIES AND TRANSPORTATION RULES FOR THE SPECIFICATIONS GOVERNING SCHOOL BUS DESIGN.

Minimum Specifications – Base Vehicle

Drivetrain:

Bidder should include, with their bid submission, a copy of the U.S. Environmental Protection Agency Certificate of Conformity for the model year of the engine installed in the bus being bid. EPA Certificate of Conformity must be submitted prior to award.

Engine: Forward engine, diesel in-line 6 cylinder

Horsepower: minimum 250

Transmission: minimum Allison 2500 PTS automatic

Air brakes (with dryers), anti-lock brakes.

Alternator: minimum 240-Amp

Oil-filled front hubs

Fuel Tank: minimum 60-gallon

Interior:

Eighty Nine (89) passenger seating

Tilt steering column

6-way high back driver's seat with dual armrests

Perforated headliner inside first two body sections

5/8" exterior-grade plywood floor

Minimum 77" Headroom

Exterior:

White roof

Exhaust system will exit the rear of the bus

Electrical:

Rear heater: minimum 50,000 Btu.

Front heater: minimum 90,000 Btu.

Mid-ship heater: minimum 50,000 Btu.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 32 of 35

ITEM 8 – OPTIONAL EQUIPMENT PRICE SHEET

Enter prices for all available options. (A minus sign (-) should be placed before deduct amounts.)

Bidder must fill in all price blanks for optional equipment with either a **Price**, **N/A** (not available), **N/C** (no charge) or **Standard**. Options that are left blank will be deemed to be not available.

| | |
|---|----|
| 801 - AM/FM Radio with PA System | \$ |
| 802 - AM/FM/Mp3/USB, Radio with PA system | \$ |
| 803 - Air Conditioner: A/C with Front and Rear Evaporators, Minimum 120,000 Btu | \$ |
| 804 - Air Conditioner: A/C with Front and Rear In-Wall Evaporators and an Additional Side-Mounted Evaporator, Minimum 135,000 Btu | \$ |
| 805 - Air-Operated Door | \$ |
| 806 - Air Ride Suspension: Rear Air Ride Suspension, minimum 21,000 Lbs | \$ |
| 807 - Allison 3000 PTS Series Transmission | \$ |
| 808 - All Exterior Lights LED Except Headlights | \$ |
| 809 - Alternator: 270 Amp (Required with Air Conditioner and Wheelchair Lift Combined) | \$ |
| 810 - Alternator: 320 Amp | \$ |
| 811 - Cruise Control | \$ |
| 812 - Electric Entry Door | \$ |
| 813 - Engine Block Heater | \$ |
| 814 - Engine, Minimum 240 HP (bus must not have air conditioning) | \$ |
| 815 - Engine Upgrade, Minimum 260 HP (state engine size and torque) | \$ |
| 816 - Engine Upgrade, Minimum 280 HP (state engine size and torque) | \$ |
| 817 - Floor: 5/8" Marine Grade Plywood | \$ |
| 818 - Heater: Driver's Area Heater, Minimum 12,000 Btu (state Btu size) | \$ |
| 819 - Heater: Mid-Ship Heater, Minimum 80,000 Btu | \$ |
| 820 - Heater: Rear Heater, Minimum 80,000 Btu | \$ |
| 821 - Heater: Rear Wall Heater, Minimum 80,000 Btu | \$ |
| 822 - Light Monitor | \$ |
| 823 - Lock: Entrance Door Lock | \$ |
| 824 - Lock: Rear Vandal Lock | \$ |
| 825 - Mirrors: All Exterior Mirrors Heated | \$ |

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 33 of 35

| | |
|--|--------|
| 826 - Mud Flaps | \$ |
| 827 - Seats: Additional Seat Spacing (eighty three (83) passenger seating) | \$ |
| 828 - Seatbelt Ready Seats | \$ |
| 829 - Seatbelts: Installed Lap Belts, Each | \$ ea. |
| 830 - Three (3) Group 31 Batteries | \$ |
| 831 - Tinted Glass All Inclusive | \$ |
| 832 - Track Seating with Tie Down(s) Per Wheelchair Station, Each | \$ ea. |
| 833 - Two (2) Emergency Push-Out Windows | \$ |
| 834 - Underbody Storage: Per Cubic Foot, Each | \$ ea. |
| 835 - Wheelchair: Wheelchair Lift with Wheelchair Door (If you choose option 803 or 804 with 835, you must also include: 809 - Alternator, 270 Amp.) | \$ |
| 836 - Wheelchair: Dedicated Wheelchair Station & Tie Down, Each | \$ ea. |
| 837 - 100 Gallon Fuel Tank | \$ |

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 34 of 35

STANDARD TERMS AND CONDITIONS

1. GENERAL

Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. ACCEPTANCE AND REJECTION

The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.

3. BID SUBMISSION

Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. PRICES

Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

5. QUANTITIES

Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.

6. BRAND NAME REFERENCES

Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. GUARANTY

All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. SAMPLES

Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE

Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. AMENDMENTS

The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS

Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. AWARD

Term Contract: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency.

Firm Contract: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT

The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS

The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0064

Page 35 of 35

15. DELIVERY REQUIREMENTS

No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. STORAGE

The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. DEFAULT

All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY

The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING

The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

20. STATE PROPERTY

Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS

The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT

Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES

In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS

The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION

In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE

The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT

As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.