



Invitation for Bid and Contract

2021 Multifunction School Activity Buses (MFSAB)

Published March 29, 2021

Sealed bids are due April 22, 2021 by 9:00 AM

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Section 1: Instructions and General Conditions

1.1. Invitation. The Board of Education of Batavia Public School District No. 101 will accept sealed bids from qualified providers of Multifunction School Activity Buses (MFSAB) for a contract term beginning July 1, 2021.

1.2. Submittal. All bids shall be sealed, marked, and submitted to:

2021 MFSAB

Attn: Lindsay Jannotta

All bids shall be received no later than 9:00 AM on April 22, 2021, at the Rosalie Jones Administration Center, 335 W Wilson St, Batavia, IL 60510, at which time and place they shall be opened publicly. Persons may attend the opening either:

- (i) In-person at [Rosalie Jones Admin Center, 335 W Wilson St, Batavia, IL 60510](#); or
- (ii) Online by visiting <https://meet.google.com/ntb-kdqo-kip>

1.3. Questions. All questions shall be submitted in writing to Lindsay Jannotta via email at lindsay.jannotta@bps101.net **no later than April 6, 2021.** Any addenda issued will be posted on the District's website at bps101.net/bids and sent to all interested parties who request the bid document.

1.4. Reference. Hereinafter, "Board" shall refer to the Board of Education, "District" to Batavia Public School District 101, and "Superintendent" to the Superintendent of Schools and chief executive officer of the District. Further, "Contractor" or "Company" shall refer to the contractor or company awarded this Contract.

1.5. Addenda. If clarification of the specifications/instructions is required, the District will clarify the specifications/instructions in the form of an addendum issued to all prospective bidders. If the District issues any changes to this Invitation for Bid ("IFB"), acknowledgement of receipt of such changes must be made to the District in writing, signed by an individual authorized to legally bind the bidder, and included in the bidder's bid package. If changes to the IFB are not acknowledged, the District retains the right to reject the bid as non-responsive.

No addenda will be issued within seven (7) business days of the time and date set for the bid opening. Should the District determine that clarification of the specifications/instructions is necessary within seven (7) working days of the time and date set for the bid opening, the time and date set for the bid opening will be delayed to allow issuing an addendum.

- 1.6. **Late submittals.** Bids submitted after the date and time specified will not be considered and will be returned, unopened to the appropriate bidder. Postmarks or dating of documents will be given no consideration in the case of late bids.
- 1.7. **Errors and omissions.** The District will not be responsible for any errors or omissions made therein by the undersigned. There will be no relief due to errors or omissions.
- 1.8. **Informed participation.** Bid submission indicates that the bidder is informed of specifications and conditions contained herein. Each bidder warrants and represents understanding of these Specifications in their entirety, and that a bid submitted is based on the specifications and terms and conditions contained herein by an authorized representative.
- 1.9. **Bid conformance.** Bids shall be submitted on the forms provided with these Specifications. Bids shall be in a sealed envelope, properly marked with the title of this Invitation for Bid, and delivered prior to the date and time stipulated in Section 1.2. All certifications contained herein must be signed and submitted with the bid.
- 1.10. **Entire agreement.** These documents shall constitute the entire agreement between the parties upon the award of the contract. No withdrawals or change in, addition, or waiver of terms, conditions, and specifications herein shall be binding on the Board unless approved in writing by the Board.
- 1.11. **Severability.** The subject matter of this Invitation for Bid is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the District (i) reserves the right to negotiate modifications to the Contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.
- 1.12. **Ethics.** No employee of the District is to be extended any form of gratuity in connection with this bid.
- 1.13. **Tax.** Batavia School District 101 is exempt from sales tax. A Certificate of Tax Exemption will be provided upon request.
- 1.14. **Responsive bid.** The District reserves the right to investigate each bidder's ability to fulfill terms of the contract. The Board reserves the right to reject any bid based on the failure of a bidder to meet any of the criteria for bidder's responsibility at the sole discretion of the Board.

- 1.15. **Alternate bids.** Alternate bids will not be considered.
- 1.16. **Bid withdrawal.** A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by the District before the latest time specified for submission of bids. Any change may be made only by substitution of another bid.
- 1.17. **Award.** All bids shall remain valid and subject to acceptance for a period of ninety (90) days after the bid opening date. Bids shall be awarded, if at all, to the lowest responsible and responsive bidder meeting the Board's specifications outlined in this document. The Board anticipates approving the award at their regular meeting on May 25, 2021.
- 1.18. **Split award.** The Board reserves the right to split the award if it is in the interest of the Board. If a split award is not acceptable to a bidder, it must be so stated in the bid.
- 1.19. **Bid rejection.** The District reserves the right to reject any or all bids when there are sound, documented reasons to do so.
- 1.20. **Waiver.** The Board's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to bid shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.
- 1.21. **Remedies.** Any administrative, contractual, or legal remedies related to this invitation for bid and contract shall comply with local Board policy and State law, as applicable.
- 1.22. **Protests.** Any bid protest or dispute shall be in writing and shall be delivered to the address and attention of the individual to whom bids are to be submitted. A protest of this solicitation must be received by the named individual before the bid due date, or it will not be considered. A protest of a proposed award or of an award must be filed within ten (10) days after the protester knows or should have known the basis of the protest, or it will not be considered. A protest shall include: (a) the name, address, and telephone number of the protester; (b) a reference to this bid solicitation; (c) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; (d) the form of relief requested.
- 1.23. **Document ownership.** All completed bids and supporting documentation submitted shall be the property of the District.
- 1.24. **Restricted information.** Until such time as a Contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting bid documents received by the District. All supporting bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by District employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the

Contract has been awarded. Violation of this clause by any bidder, prospective or otherwise, shall result in automatic disqualification of the bidder from being awarded the Contract. Violation of this clause by an District may result in (1) temporary withholding of cash payments pending correction of the deficiency by the District or other more severe enforcement action; (2) disallowing of both, use of funds and matching credit for all or part of the cost of the activity or action not in compliance; (3) whole or partial suspension or termination of the District's program; (4) withholding of further awards for the program; or (5) other remedies that may be legally available. Actions that result in the violation of law will be referred to the appropriate local, State or Federal authority having jurisdiction.



Section 2: Scope of Work

- 2.1. **Term.** The term of the Contract shall begin on July 1, 2021.
- 2.2. **Delivery.** The District requires delivery of the buses no later than July 1, 2021. Bidders must deliver buses ready to operate.
- 2.3. **Specifications.** The Multifunction School Activity Bus is a vehicle classified by the National Highway Traffic Safety Administration's Department of Transportation. It meets all Federal Motor Vehicle Safety Standards as outlined by the NHTSA. Buses must meet Illinois specifications and legal requirements.

Specifications

<u>Meets Suggested Specification</u>	<u>Minimum Chassis Specification</u>	<u>Comments/Exceptions</u>
	School Bus Certification	
	Frame rail type chassis	
	139" Wheelbase	
	6.0L V8, 342 HP, gasoline engine	
	OEM Cruise control	
	Tilt steering wheel	
	Integral engine oil cooler	
	6 speed automatic transmission with overdrive	
	Transmission oil cooler	
	12,300 lb. GVWR	
	Front axle - 4,300 lb	
	Front springs - 4,300 lb	
	Front stabilizer bars	
	Rear axle - 8,600 lb	
	Rear springs - 8,600 lb	
	Dual rear wheels	
	3.73 rear axle ratio	
	LT225/75R16E all season radials	
	Hydraulic brakes	
	Steel disc wheels 16" x 6.5"	
	Four wheel disc brakes - front and rear	
	4 channel anti-lock brakes	
	Front and rear shock absorbers	
	220 amp alternator	
	Dual batteries with side skirt compartment	
	Heavy duty muffler and tailpipe	

	Dual note electronic horn	
	Chassis heater and defroster system	
	Voltmeter, oil pressure, water temperature, oil life monitor	
	Tinted windshield	
	Tinted driver's window	
	Automatic resetting circuit breakers in lieu of fuses	
	Two (2) 12 volt power plugs	
	Halogen headlamps	
	Daytime running lights	
	Chassis supplied front bumper - painted matte black	
	Driveline guards	
	Front dash air conditioning	
	Passlock theft deterrent system	
	3 year / 36,000 mile chassis warranty	
	5 year / 100,000 mile powertrain warranty	
	GM 24 hour roadside assistance for 5 years / 100,000 miles	
	Federal and state certification as required	
	4 sets of ignition keys per unit	
<u>Meets Suggested Specification</u>	<u>Minimum Body Specifications</u>	<u>Comments/Exceptions</u>
	Body to meet the FMVSS 221 Joint Strength requirements	
	MFSAB bus	
	5 row body length	
	Front dash with rear in-wall air conditioning with skirt mounted condenser 45,000 BTU total	
	Three (3) year air conditioning warranty	
	14 passenger capacity	
	Freedman High Back cloth seats with lap belts. Three (3) 35" seats on the driver's side and (4) 35" seats on the passenger side	
	37" Freedman permanent mounted barriers at entrance	
	All seats to be mounted in a "full length" single row tracking	



	Rubber floor filler pieces for the seat tracking between seats	
	Modesty kick panel mounted on barrier after the entrance door	
	Driver's seat belt with shoulder harness - chassis supplied	
	Overall length to be a minimum of 266'	
	Overall height - 115" before roof hatch or strobe light	
	Headroom 78.625" minimum over plywood	
	96" exterior overall width	
	92.5" minimum interior width at floor	
	Passenger compartment to be a minimum of 160"	
	Front and rear end caps to be contoured fiberglass, corrosion-resistant	
	Floor to have a 14-gauge minimum galvanized steel belly structure	
	Interior roof panels to be aluminum	
	Interior wall to be embossed aluminum panels	
	Structure to be attached to the steel cage with insulation sealed rivets to prevent corrosion of materials around the fasteners. All inner and outer panel edges are attached to mating structure or other panels using structural adhesive	
	Exterior walls to be aluminum. Panel to be coated with corrosion-inhibiting primer. All exposed surfaces to also be coated with an additional corrosion-inhibiting paint	
	Roof panels to be non-corrosive "one piece" FRP (fiberglass reinforce plastic) laminated	
	Roof bows - 16 gauge with 18 gauge cap cold rolled steel	
	Continuous longitudinal "seat rail" members to be located in each side wall for seat mounting in track	
	Stepwell 14-gauge cold rolled steel	
	Rear bumper 9" high, .125 thick steel bumper with 12.5" wrap around corners. Molded ABS shrouds to protect the leading edge of the bumper from catching on passing objects.	
	2 exterior rub rails to be 16 gauge galvanized steel, 4" wide. Rails to be floor level and seat level	
	All rub rails to be painted white	
	Outward opening entrance door with a clear opening of 26" x 73.5"	
	Electrically controlled entrance door. System to have two lever activated release handles. One handle for emergencies to lock door in the open position, other handle to release door and swing freely	
	Entrance door to have full length glass sections	

	Entrance door to be aluminum extrusion	
	Two step entrance	
	Front & rear mud flaps	
	Rubber fenders around wheels	
	Rear emergency door 33.4"W x 57.25"H clear opening	
	Rear door to be aluminum construction	
	Rear door to have slide bolt locking device with starter interlock	
	Rear door to have a positive rear door latch- three point slide-bar design	
	Rear door to have locking hold open device mounted on the floor	
	½" exterior grade plywood sub-floor secured to a full length and width galvanized metal "belly skin"	
	Floor rubber to be bonded to the plywood with a waterproof adhesive	
	RCA gray rubber flooring	
	RCA rubber floor to have smooth ⅛" rubber under seats and 29" wide 3/16" ribbed rubber in the aisle section	
	Rubber floor seams to be sealed to eliminate the need for moldings	
	Gray ribbed entrance steps with white step nosing on all steps	
	2" white standee line between barriers and front header decal	
	Fuel sender inspection cover over fuel tank	
	Front heater and defroster for the windshield as supplied by chassis manufacturer	
	Two (2) positive water cut-off valves under the body	
	Rear heater - 65,000 BTU minimum	
	Heaters to be connected in series	
	1.5" polystyrene with UL rated insulation to be provided in the roof, side walls, rear wall, and end caps	
	Undercoat underside of body floor, skirt, and wheel housings	
	"Full View" one piece window to be located on the right hand side of rearward of the windshield "A" pillar and forward of the passenger entrance door, 10.4" x 38.4" (400 sq. inches)	
	Passenger windows to be a minimum of 26" high and 22" wide	
	Passenger windows to have adjustable top sashes with nylon latches. Bottom window to be stationary	
	Passenger side window to have a black anodized aluminum frame	

	All side and rear windows to have "dark tinted" glass	
	Two (2) "dark tinted" emergency push out windows with vertical hinges and required buzzers	
	Side windows to have 6" black stop line to meet IL standards	
	Glass in top of the rear emergency door to be 21" x 32" minimum	
	Glass in bottom of the rear emergency door to be 12" x 32" minimum	
	Glass windows to be located on each side of the emergency door	
	Rear door glass to be bonded	
	Stainless Steel Roscoe "Combination E-Z Bracket System" for the rear and cross view mirrors	
	Heated and Remote Powered Roscoe AccuStyle 815 Series rear view mirrors with 7" x 9.5" flat and 7" x 4" convex	
	6" x 16" interior mirror with rubber padded edge	
	Printed circuit board mounted in lockable compartment above the driver's door	
	Lockable storage compartment next to the printed circuit board compartment	
	Circuit breakers in lieu of fuses for the body	
	All wiring to be color-coded and function-coded with labels for easy identification of system function	
	Wiring is routed in easily removable moldings above of the side windows for access to the harness without removing the windows	
	Body wiring is enclosed in loom meeting SAE standards, supported and routed for protection from heat, moisture, solvents, corrosion, road debris, abrasion and tension. Grommets are provided at all points where wiring penetrates metal or other materials with acute edges	
	Driver control rocker switches to be back lit and located on the console for electrical options	
	All body wiring and circuit breakers/fuses are located in the electrical compartment in locking compartment over the driver's door	
	Body electric disconnect solenoid wired through the ignition	
	Specialty electronic crossing gate mounted to the front bumper with yellow polycarbonate blade and magnet	
	Momentary interrupt switch for the crossing gate	
	Backup alarm 97db	
	Strobe light with switch on the control panel	
	Fender mounted antenna to be stainless steel	

	Yellow "Noise Suppression Switch". Switch to control all heater motors, defroster fan, and radio so that the driver can hear at intersections and railroad crossings	
	"LED" four (4) interior dome lights	
	"LED" driver's dome light on a separate switch	
	Red ICC light mounted over the rear emergency door	
	Two (2) stepwell lights wired to the entrance door	
	"LED" clearance lights for longer life a better visibility	
	"LED" marker lights for longer life a better visibility	
	"LED" side turn signal lights for longer life a better visibility	
	"LED" 4" white backup lights for longer life a better visibility	
	"LED" flush mounted 5" stop/tail/turn light for longer life a better visibility	
	"LED" two (2) 7" rear stop/tail lights	
	"LED" two (2) 4" brake lights flush mounted	
	"LED" two (2) 7" rear turn signal lights	
	Rear light on the dash to alert driver when rear door is opened	
	Transpec roof hatch	
	Exterior color to be white	
	All exterior reflectors to be reflexite or 3M sticker type decals	
	All emergency exits to have reflective tape around the perimeter	
	Highly reflective tape around the perimeter of the rear emergency door	
	Highly reflective tape around all emergency exits including the perimeter of all kickout windows and roof hatches if installed	
	First aid kit	
	Body fluid kit	
	5 lb. fire extinguisher	
	Triangle reflector kit in red storage mounted on floor behind driver	
	Seat belt cutter	
	"NO STANDEES" decal on the front header	
	"TO COMMENT ON MY DRIVING" decal with district phone number	
	Exterior lettering including capacity and empty weight	

	Interior lettering including capacity and body length	
	Graphics package - lettering, logos, mascot to meet the District design	
	"Child check mate" detection system with dome light activation system and header mounted instructions	
	Full length overhead storage parcel/book rack on the left and right hand sides. Supported by stainless steel posts. Entire length to have cargo netting to protect passengers	



Appendix A. Required Bid Forms

The following forms must be completed and submitted with the sealed bid.



Appendix A1. Bid Submittal Form

The undersigned agrees to perform all the work for the Contract for the following costs:

Five (5) New 14-Passenger Multifunction School Activity Buses		
	3-Year Lease Bid	4-Year Lease Bid
Total Annual Price	\$	\$
Expected Delivery Date		

_____ Bidder

_____ By (Printed Name)

_____ Address

_____ Signature

_____ City, State, ZIP

_____ Email

_____ Telephone

_____ Date



Appendix A2. Contractor Certifications

Addenda Receipt

The receipt of addenda numbers(s) _____ through _____ is hereby acknowledged. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder from obligations specified in the Bid. All addenda shall become part of the final contract.

Signature

Certificate of Eligibility to Bid

The undersigned hereby certifies that the Bidder is not barred from Bidding on the Contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Illinois Criminal Code of 1961, as amended. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4). He/she/it also certifies that he/she/it has read, understands, and agrees that the Board's acceptance of the Contractor's offer by issuance of a contract will create a binding contract.

Signature

Non-Collusion Affidavit

The undersigned Contractor or agent states that he/she/it has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her/it, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding. Contractor further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

Signature



Certificate Regarding Sexual Harassment Policy

The undersigned Contractor certifies that he/she/it has complied with the requirement of 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

Signature

Certificate of No Smoking/Tobacco Policy

The undersigned Contractor agrees that he/she/it and his/her/its employees and subcontractors will abide by the Board’s no smoking/tobacco policy on all District sites and on all Contractor’s buses.

Signature

Certificate Regarding Equal Employment Opportunity

The undersigned hereby certifies that the Bidder is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105).

Signature

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of the Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Signature



Acknowledgement of Submission

After having read all the bid specifications and conditions and understanding the same, I hereby submit this bid proposal in accordance with the bid specifications and conditions contained in these Bid Documents.

The undersigned hereby certifies that the undersigned has read, understands, and agrees to all of the terms included in these Bid Documents and Appendices. If the Board of Education chooses to accept this bid proposal, the Bid Documents and Appendices will be incorporated into and become part of the binding Contract between the Bidder and the Board of Education. In making this bid proposal, the undersigned waives all right to plead any misunderstanding of the Bid Documents and agrees to perform all of the work required herein. If this bid proposal is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and terms stated, and subject to all conditions recorded on this bid proposal.

The undersigned Contractor has checked all the figures contained in this proposal and further understands that the Board will not be responsible from any errors or omissions made therein by the undersigned.

_____	_____
Contractor	By
_____	_____
Address	Signature
_____	_____
City, State ZIP	Its
_____	_____
Telephone	Date

Subscribed and sworn to before me

this _____ day of _____, 2021.

Notary Public

