

Admin Minnesota

Office of State Procurement

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Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: B-346(5)

DATE: OCTOBER 1, 2018

PRODUCT/SERVICE: BUSES: SCHOOL BUSES

CONTRACT PERIOD: DECEMBER 1, 2016, THROUGH SEPTEMBER 30, 2019, OR END OF MODEL YEAR

EXTENSION OPTIONS: UP TO 24 MONTHS

ACQUISITION MANAGEMENT SPECIALIST/BUYER: KAREN MCINTYRE

PHONE: 651.201.3124 E-MAIL: karen.mcintyre@state.mn.us WEB SITE: www.mmd.admin.state.mn.us

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
HOGLUND BUS CO., INC. P. O. Box 249 Monticello, MN 55362	117595	NET 30	120 DAYS ARO
VENDOR NO.: 0000192666-001	CONTACT: Nicole Crum iacoord@hoglundbus.com	PHONE: 763.271.2983 or 800.866.3105 FAX: 763.295.4992	
NORTH CENTRAL BUS SALES 2629 Clearwater Road P. O. Box 1084 St. Cloud, MN 56302	117602	NET 30	120-180 DAYS ARO
VENDOR NO.: 0000234132-001	CONTACT: Sandy Kiehm sandyk@northcentralinc.com	PHONE: 320.257.1209 or 877.485.9568 FAX: 320.252.3561	
TELIN TRANSPORTATION GROUP, LLC 16290 Kenrick Loop Lakeville, MN 55044	117608	NET 30	150-175 DAYS ARO
VENDOR NO.: 0000363255-001	CONTACT: Dave Mohr dmohr@telingroup.com	PHONE: 952.435.6354 or 866.287.7278 FAX: 952.435.9066	
UNITED TRUCK BODY CO., INC. 5219 Miller Truck Highway Duluth, MN 55811	117610	NET 30	90 - 120 DAYS ARO
VENDOR NO.: 0000204972-001	CONTACT: Tim Herstad tim@unitedtruckbody.com	PHONE: 218.729.6000 or 800.232.0719 FAX: 218.729.6001	

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- State agencies
- Cooperative Purchasing Venture (CPV) members

AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. The Contract Vendor must submit separate invoices (one original and two copies) for each purchase order received. All chassis orders will be drop shipped per instructions from the purchaser. Any transportation charges must be listed as a separate cost on the invoice.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SPECIAL TERMS AND CONDITIONS

SCOPE. The purpose of the Contract is to provide a source for various styles and types of school buses for the Minnesota Department of Education.

PRICES. Prices shall be firm during the initial term of the Contract. After the initial term of the Contract, escalation will only be allowed based upon a demonstrable industrywide or regional increase in the Contract Vendor's costs or manufacturer documented price increases.

Documentary evidence must be submitted prior to any proposed escalation of pricing. The exact amount of escalation, if any, will be governed by the validity of the documentary evidence submitted. No price increase will be effective until approved by the Acquisition Management Specialist and set forth in a fully executed amendment to the Contract.

All price reductions announced, and substantiated by the manufacturer, must be applied at the time of announcement for products that have been ordered and not delivered. If applicable during the term of this Contract, all published manufacturer's rebates and order incentives must be passed on to the State and notification must be sent to the AMS immediately. If a dealer is offered a manufacturer's discount that same discount must be offered to current and future orders made against this Contract.

In the event that the manufacturer discontinues the model offered in this Contract before the school year has ended, a new model may be offered at a cost not to exceed 3 percent of the previous model.

Lower prices may not be offered to any State agency or CPV member without prior notification sent to the AMS listed. Any price reductions must be offered to all State agencies and CPV members.

ORDER PROCESSING. The Contract Vendor will acknowledge receipt of a purchase order and confirm to the purchase a firm delivery date of the completed vehicle(s). If requested by the purchaser, the Contract Vendor must submit a detailed floor plan of the vehicle ordered.

INVOICES. The Contract Vendor must submit two copies of any invoice to the Purchaser. The Contract Vendor is to separate freight, if applicable, on the invoice.

PAYMENT TERMS. Per Minn. Stat. § 471.425, payments will be made to the Contract Vendor within 35 days of receiving proof of delivery and acceptance of the completed bus to the purchasing district. The Contract Vendor will be notified by the ordering agency within ten days of receipt of the bus, of any invoice errors, defects or improprieties, and of any features on the bus that do not meet specifications. The invoice payment will be due within 35 days of correction of the discrepancies.

If the purchase is for the Chassis only and the vehicle will be sent for further outfitting, the Chassis dealer may send an invoice for payment upon acceptance by the ordering agency.

WARRANTY REPAIRS. The Contract Vendor shall be the single contact through which Purchasers will arrange warranty work. The Purchaser reserves the right to require the work to be subcontracted if it facilitates and expedites the completion of the repair. All costs will be borne by the Contract Vendor on warranty repairs.

In the event that a delivered unit fails after it has been put in service and cannot be used, the Contract Vendor will be solely responsible for providing resources to the Purchaser, or reimbursing any expenses incurred, to avoid any interruption of service by the Purchaser.

DELIVERY AND INSPECTION REQUIREMENTS. Each bus shall be delivered or be available for pickup by the Purchaser within the time frame contracted. An additional 30 days will be permitted for vehicles in excess of 20 ordered at the same time.

Each bus shall be complete and ready for service, and all documents required by the specifications, e.g., schematics, floor plan, etc., must be provided with the bus upon delivery or pickup. The Contract Vendor shall assume all responsibilities and liabilities incident to such a delivery or acceptance of the delivery.

The Contract Vendor shall arrange for the complete correction of all defects occurring prior to acceptance of the vehicle. All defects occurring prior to acceptance of the vehicle shall be the responsibility of the Contract Vendor and will be fully corrected at the Contract Vendor's expense and/or under applicable warranty, including transportation costs. Substantial corrections may require particular recertification and/or extended warranties.

The recipient shall conduct acceptance tests on the delivered bus to identify defects that have become apparent. If payment has not been made by the Purchaser and defects have not been reconciled the Purchaser may hold payment, without penalty by the Contract Vendor, until all corrections have been made. Receipt of equipment shall not release the Contract Vendor for faulty materials or workmanship appearing after final payment has been made.

NAME PLATES. Dealer name plates, decals, etc., denoting a selling dealer may not be affixed in any manner to any new equipment delivered without prior written approval from the ordering agency.

FINAL INSPECTION. The Contract Vendor is responsible for all final inspections prior to delivery or release of any unit. The State reserves the right to review all inspection and quality control reports. The Contract Vendor and manufacturer will comply accordingly with any such requests.

REVISIONS.

10/01/2018	Contracts extended through September 30, 2018, with updated price schedules. All other terms, conditions and specifications remain the same
10/01/2017	Contracts extended through September 30, 2018, with updated price schedules. All other terms, conditions and specifications remain the same.
03/22/2017	Changed AMS from Chris Marquette to Karen McIntyre.

SWIFT CODES:

00001	25101502	Bus - School
00002	25101502	Optional Equipment

CONTRACT AWARD

<u>VENDOR NAME</u>	<u>SCHOOL BUS TYPE</u>	<u>MANUFACTURER</u>	<u>REGION SERVED</u>
Hoglund Bus Company	Conventional	IC Corporation	1, 2, 3, 4 and 5

North Central Bus	Transit Body and Chassis	Blue Bird All American	1, 2, 3 and 4
North Central Bus	Conventional	Blue Bird Vision	1, 2, 3 and 4

Quantity Discounts Offered

Telin Transportation Group	Transit Body and Chassis	Thomas Built Bus	1, 2, 3, 4 and 5
Telin Transportation Group	Conventional	Thomas Built Bus	1, 2, 3, 4 and 5

United Truck Body	Transit Body and Chassis	Blue Bird	5
United Truck Body	Conventional	Blue Bird	5

Quantity Discounts Offered

CONTRACT USERS MAY CONTACT THE AMS LISTED ON THE CONTRACT RELEASE FOR PRICE SCHEDULES OR MAY USE THE DEPARTMENT OF EDUCATION WEB PAGE AT:

<https://education.mn.gov/MDE/dse/schfin/Trans/bus/>

For questions on the Department of Education webpage, please contact:

Pupil Transportation
Department of Education
1500 Highway 36 West
Roseville, MN 55113
Phone: 651.582.8779 Fax: 651.582.8878
E-mail: [Pupil Transportation](mailto:pupiltransportation.mde@state.mn.us) (pupiltransportation.mde@state.mn.us)