

# RFP-2501KM Purchase of School Buses and Related Accessories, Supplies and Parts

## Questions & Answers

**Q1:** This is for GCPS employees or former employees only...correct?

**A1:** This is a national Contract for the Purchase of School Buses and Related Accessories, Supplies and Parts. We are looking to contract with Bus manufactures for the purchase of buses. Manufacturers should provide a list of authorized dealers in Proposal Form 2 found in the "Documentation for National Cooperative Contract Procurement". For the "Related Accessories, Supplies and Parts" this is a discount price off your catalog.

**Q2:** I see this project description states a bid on School Buses and Related Accessories, Supplies and Parts. Looking at the template and questionnaire, I do not see any options to fill out for related accessories, supplies and parts for the buses? I only see an option for the buses themselves.

**A2:** The related accessories, supplies and parts for the buses is to be captured on the Catalog discount information form.

**Q3:** Is it the intention of the solicitation to include technology accessories and/or installation services for said accessories?

**A3:** Technology accessories or installation services are not part of this solicitation.

**Q4:** Is this solicitation restricted to bus manufacturing companies or can integrators also respond?

**A4:** We are looking for Bus manufactures as this is a national contract. They will provide a list of their authorized dealers/re-sellers.

**Q5:** I do not see the actual bus bid details anywhere in the documents: quantity of buses being purchases or desired specifications for buses? Help.

**A5:** Please download all documents. The bid table is asking for the base bus price per type - example "Type A", "Type B", etc. The qty for this bid has been set at 1 as it is a national bid., As for the Type specification, page 11 of the invitation document has a table that breaks down each type.

**Q6:** I see this project description states a bid on School Buses and Related Accessories, Supplies and Parts. Looking at the template and questionnaire, I do not see any options to fill out for related accessories, supplies and parts for the buses? I only see an option for the buses themselves.

**A6:** The related accessories, supplies and parts for the buses is to be captured on the Catalog discount information form.

**Q7:** Is it the intention of the solicitation to include technology accessories and/or installation services for said accessories?

**A7:** No technology accessories or installation services are part of this solicitation.

**Q8:** I would like to clarify the following: Since the OEM is bidding on the contract, but the sale of buses will occur between GCPS and our local dealer, will the OEM still be responsible for GCPS' General Instructions & Conditions?

**A8:** The OEM is the responsible party as the signatory on the bid response. As a representative of the OEM, local dealers are therefore also held to the same contractual obligations included in the General Instructions & Conditions.

**Q9:** Is the district open to proposals from 3rd parties (not a dealer or OEM) for electric school bus electrification-as-a-service models? Page 3 of the RFP indicates the district's openness to electric buses and turn-key solutions in which the proposer is the sole source of responsibility. Our model is turnkey and positions us as the sole source of responsibility for school bus fleet electrification. We provide a turn-key solution that handles all aspects of transitioning to electric school buses—including infrastructure development, vehicle procurement, utility interconnection, charging management, and ongoing support—all for a fixed annual fee with no upfront costs, while providing a performance guarantee that reimburses clients if vehicles aren't charged and route-ready. In this model, we finance and own the buses and charging infrastructure and provide a fixed-cost to Gwinnett County Public Schools. We typically structure our service

offering similar to an operating (or closed-end) lease. Under this structure, we retain ownership and repair and residual value risk though the contract term.

**A9:** This contract is for the Purchase of School Buses.

**Q10:** Please confirm the floorplan for the Class A-1 bus single rear wheel is for 10 passengers per page 11, Attachment A of document titled GA - 6...

**A10:**

<p style="text-align: center;"><b>Small School Bus Type A</b></p> 	<p>A Type "A" school bus is a conversion or body constructed upon a van-type or cutaway front-section vehicle with a left side driver's door, designed for carrying more than 10 persons. Sixteen designed seating capacity or less may be single rear wheeled; 17 designed seating capacity and larger shall have dual rear wheels. This definition shall include two classifications: <b>Type A-1</b>, with a Gross Vehicle Weight Rating (GVWR) less than 14,500 pounds; and <b>Type A-2</b> with a GVWR greater than 14,500 pounds and less than 21,500 pounds.</p>
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**Q11:** Please confirm the floorplan for the Class A-2 bus dual rear wheel is for 17 passengers per page 11 listing, Attachment A of document titled GA - 6...

**A11:**

<p style="text-align: center;"><b>Small School Bus Type A</b></p> 	<p>A Type "A" school bus is a conversion or body constructed upon a van-type or cutaway front-section vehicle with a left side driver's door, designed for carrying more than 10 persons. Sixteen designed seating capacity or less may be single rear wheeled; 17 designed seating capacity and larger shall have dual rear wheels. This definition shall include two classifications: <b>Type A-1</b>, with a Gross Vehicle Weight Rating (GVWR) less than 14,500 pounds; and <b>Type A-2</b> with a GVWR greater than 14,500 pounds and less than 21,500 pounds.</p>
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**Q12:** As we want to submit 2 options for Class A buses, 1 for each size, how would we accomplish this on the (BT-27IS) excel sheet

**A12:** You will load to bid tables (Option A and Option B) for your class A bus base price.

**Q13:** Please confirm the floorplan for the Class D bus is 10 passengers per page 11 listing, Attachment A in document titled GA-6...

**A13:**

<p style="text-align: center;"><b>Transit School Bus Type D</b></p> 	<p>A Type "D" or "Transit Style" school bus is a body installed upon a stripped chassis, with the engine mounted in the front or rear, and has a GVWR of more than 21,500 pounds, designed for carrying more than 10 persons. The engine may be beside the driver's seat or it may be at the rear of the bus, behind the rear wheels. The entrance door is ahead of the front wheels.</p>
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**Q14:** Instructions on (BT-27IS) state that you must bid on every item. As we are not bidding on every line item would the appropriate response in those field be "No Bid" in the text field and "\$0" in the numeric field?

**A14:** Yes, that is correct.

**Q15:** Given that questions and answers have not yet been completed and there are only 6 working days remaining to complete the proposal please consider moving the Intent To Bid Due Date out 2 weeks to April 1st.

**A15:** This bid has been extended. The new due date is 10:00 AM EST Tuesday, April 1, 2025

**Q16:** Can an OEM submit a response?

**A16:** We prefer an OEM response so that all local dealers from any applicable region are available under the OEM response but all are welcome to respond.

**Q17:** Is a dealer required under the OEM for the OEM to submit a bid response?

**A17:** It is not required.

**Q18:** Should the new Instructions and Conditions document dated 2.21.25 the final instruction document?

**A18:** The updated Instructions and Conditions document was posted 2.24.2025 and is listed under the "File" as Instruction\_and\_Conditions\_Final\_-2.21.25.

**Q19:** Are these Excel Forms the only pricing form required to be submitted?

**A20:** The excel files are for the base bus prices. There is also form RFP-2501KM Catalog Discount Information that needs to be completed is submitting a discount for the related accessories, supplies and parts.

**Q21:** Can the agency provide a submission checklist to ensure all documents required are submitted?

**A21:** When you start your submission in Bonfire, there is a checklist of all required documents. Also, under the "Requested Information" section of the project, all required documents are indicated.

**Q22:** Can the agency guide on what terms and conditions should be review, and will the agency accept redlines? if redlines are accepted should they be provided with questions or with bid submission?

**A22:** All terms and conditions should be reviewed as such terms and conditions make up the Master Agreement. Contract change requests (redlines) may be submitted as a contract exception within the bid submission. Agency reserves the right to accept or reject individual contract exceptions and such listed exceptions may impact bid acceptance.

**Q23:** Is the bidder required to sign this form 1, if so where is the signature section, or is this an information only document and not required with submission?

**A23:** Respondents are not required to sign Form 1.



**Q24:** Proposal Form 2: Is an OEM waived from submitting this form if they are submitting a bid directly and not through a dealer?

**A24:** All respondents who intend to sell their buses or parts through a dealer or distributor network should complete this form. As stated in introductory paragraph *“If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.”*

**Q25:** Proposal Form 3: Is this required to be signed and provided with the bid submission, if so, can it be submitted with redlines?

**A25:** As stated at the top of Proposal Form 3 *“The Equalis Group Sample Administration Agreement has been attached for reference only. Do not edit, mark-up, or redline the agreement. Contracting with Equalis Group and the Winning Supplier will occur after contract award by the lead agency.”*

**Q26:** Proposal Form 4: If this agreement will be negotiated if awarded, does the bidder still needs to sign and agree to terms with bid submission?

**A26:** Yes.

**Q27:** Would the agency kindly clarify the connection with Equalis and GCPS? Who will the bidder be signing with and who will be monitoring the award?

**A27:** Equalis Group has partnered with GCPS to market and promote the resulting contracts to other public agencies across the country. The winning respondent(s) will receive a contract award from GCPS. Upon award of the contract, the winning respondent(s) will also work to complete the Administration Agreement provided in Proposal Form 3 with Equalis Group.

**Q28:** Will this be considered a cooperative agreement? If so, who will be allowed to purchase from the contract?

**A28:** Yes this will be considered a cooperative agreement and will be available to other public agencies, including county, city, state, special district, local government, school district, private

K-12 school, higher education institution, other government agency or non-profit organization across the country

**Q29:** Is the bidder required to have a service/parts center in the state of Georgia?

**A29:** No

**Q30:** Delivery Terms: RIDE standard contract includes a clause stating that (i) the risk of loss transfers from seller to buyer upon delivery of the goods/services and (ii) title on the equipment transfer to buyer upon full payment. Also: buyer shall have three business days to inspect and reject the delivered equipment or the delivered equipment is deemed accepted by buyer. Can Agency confirm acceptance of these terms?

**A30:** This should be submitted with your response as a red-line. Contract change requests (redlines) may be submitted as a contract exception within the bid submission. Agency reserves the right to accept or reject individual contract exceptions and such listed exceptions may impact bid acceptance.

**Q31:** DEFAULT: RIDE should have 60 days to cure any issues before buyer takes any action including termination for cause. Can Agency confirm acceptance of this term?

**A31:** This should be submitted with your response as a red-line. Contract change requests (redlines) may be submitted as a contract exception within the bid submission. Agency reserves the right to accept or reject individual contract exceptions and such listed exceptions may impact bid acceptance.

**Q32:** INDEMNIFICATION: Can Agency confirm acceptance of the below proposed redline? To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless GCPS, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees suffered by buyer arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to third party claims for bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is to the extent caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or

indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against GCPS, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts. "

**A32:** Contract change requests (redlines) may be submitted as a contract exception within the bid submission. Agency reserves the right to accept or reject individual contract exceptions and such listed exceptions may impact bid acceptance.

**Q33:** Can Agency confirm acceptance of the below Force Majeure proposed insertion?  
(a) Limited Warranty. Except to the extent that a limited warranty is stated in a purchase order and applicable to the equipment, (i) seller, to the maximum extent permitted by law, makes no warranties or representations, either expressed or implied, with respect to the equipment or any of its parts or accessories, including any warranty of merchantability, fitness of the equipment for any particular purpose, title, or non-infringement, whether arising by law, course of dealing, course of performance, usage of trade, or otherwise; and (ii) without limiting the generality of section 7(a)(i), the equipment is being purchased from seller on an "as-is" basis. buyer acknowledges that it has not relied upon any representation or warranty made by seller, or any other person on seller's behalf. (b) Limitation on Liability. to the maximum extent permitted by law: (i) seller's maximum liability, however caused, arising from or relating to this agreement, whether the liability arises from contract, statute, tort, strict liability, or any other theory of law or equity, shall in no event exceed all amounts actually paid by buyer to seller for the applicable purchase or sale (or any subpart of the same as the case may be) that is actually in dispute under this agreement; and in no event shall seller be liable for any consequential, cover, special, incidental, indirect, exemplary, enhanced, or punitive damages, including without limitation lost profits, lost revenues, lost business, damage to reputation, increased costs, or diminution in value, whether the claim is based on contract, statute, tort, strict liability, or any other theory of law or equity, regardless whether such damages were foreseeable or whether seller was advised of the possibility of such damages and notwithstanding the failure of any agreed or other remedy of its essential purpose.

**A33:** Contract change requests (redlines) may be submitted as a contract exception within the bid submission. Agency reserves the right to accept or reject individual contract exceptions and such listed exceptions may impact bid acceptance.

**Q34:** Jurisdiction: does Agency agree to solve any dispute through arbitration administered by American Arbitration Association under Commercial Arbitration Rules.

**A34:** Contract change requests (redlines) may be submitted as a contract exception within the bid submission. Agency reserves the right to accept or reject individual contract exceptions and such listed exceptions may impact bid acceptance. Agency cannot agree to arbitration. Pursuant to OCGA 50-5-64.1, Agency is specifically forbidden from entering into contracts with binding arbitration provisions.

**Q35:** Can Agency confirm acceptance of the below Force Majeure proposed insertion? "If seller is unable perform its obligations under this agreement or an applicable Purchase Order because of an act of God or the occurrence of another event beyond its reasonable control ("Force Majeure Event"), seller shall not be liable for any damages to Buyer arising from the Force Majeure Event, and seller's performance obligations hereunder shall be suspended until the Force Majeure Event is over. Force Majeure Events may include flood, fire, earthquake, riot, civil unrest, changes in applicable law or regulation, embargoes, blockades, materials shortages, failures of third-party suppliers, actions by any governmental authority or consortium, national or regional emergency, pandemic, strikes, labor stoppages, slowdowns, or industrial disturbances. This Section shall not excuse buyer's obligation to pay the purchase price or any other amounts due.

**A35:** Contract change requests (redlines) may be submitted as a contract exception within the bid submission. Agency reserves the right to accept or reject individual contract exceptions and such listed exceptions may impact bid acceptance.

**Q36:** Will this bid be RFP only? Or is it both ITB and RFP? If so, please clarify how many vendors will be awarded for this bid?

**A36:** This is a multi-award proposal. We do not have a specific number of supplier this will be awarded to as it will depend on the number of responses.

**Q37:** Please clarify how many vendors will be awarded for this bid? Our understanding is that multiple vendors can be listed as long as they meet the needs of the contract.

**A37:** This is a multi-award proposal. We do not have a specific number of supplier this will be awarded to as it will depend on the number of responses.

**Q38:** What is this and where is this document? Supplier Packet-Must be completed by Suppliers who have not done business with GCPS within last 12 months

**A38:** The "Supplier Packet" is the second (2<sup>nd</sup>) file under the "Supporting Documentation" within the project. This is GCPS's vendor registration packet that must be completed in order for GCPS to be able to process payments to a supplier.

**Q39:** Can Agency confirm acceptance that termination for cause is subject to buyer's 60 days right to cure?

**A39:** Contract change requests (redlines) may be submitted as a contract exception within the bid submission. Agency reserves the right to accept or reject individual contract exceptions and such listed exceptions may impact bid acceptance.

**Q40:** Termination For Convenience. Can this be removed?

**A40:** No

**Q41:** What is Equalis Group's role in this transaction? What are Equalis responsibility is the contract administrator?

**A41:** Equalis Group is a public sector purchasing cooperative and their role is to help market and promote the awarded contracts to other public agencies across the country.

**Q42:** The redlines on the agreements cannot be seen when uploaded here. Can this be submitted as additional documents for the agency's review? By doing this will this disqualify the bidder?

**A42:** Exceptions to our terms should be listed on the questionnaire in the appropriate field. If you would like to upload the document, it should be submitted under the “Additional Information Section”.

**Q43:** In accordance with this document, GCPS and Equalis is saying on the first paragraph, that no redlines will be accepted and that all terms and condition must be accepted in order not to be disqualify from being awarded, correct?

**A43:** Contract change requests (redlines) may be submitted as a contract exception within the bid submission. Agency reserves the right to accept or reject individual contract exceptions and such listed exceptions may impact bid acceptance.

**Q44:** What drawings is GCPS seeking the bus BOM? if so, can we consider this CONFIDENTIAL without being disqualified as these documents can be publicized, please confirm?

**A44:** GCPS is not seeking any drawing to be provided with this solicitation. Please see section 9.0 Obligation to maintain confidentiality of the instruction and conditions documents.

**Q45:** 3.3 Deviation, how would the agency like to see this document, in an excel format uploaded under the proposal response section or the additional information section?

**A45:** If you have a deviation, please provided in the format you deem most appropriate and submit it under the “Additional Information” section.

**Q46:** When will the award be announced?

**A46:** This will depend on the number of responses we received.

**Q47:** PUBLICITY: This means that if a bidder is awarded, they are NOT allowed to advertise the award at all?



**A47:** Per 29.0 Publicity in the Instructions and Conditions document, “The vendor shall not prepare or disseminate any publicity relating to this contract, products sold or licensed, or the services performed under this contract without the express written prior consent of GCPS. As used in this section, the term “publicity” includes but is not limited to advertisements, flyers, public announcements, pamphlets, press releases, reports, books, broadcasts, signs, social media, and similar public information.”

**Q48:** 30.0 Used by Other Agencies: open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities; to buy off this bid at the same prices quoted during the effective term. If this is allowed to be used by other agencies, how are we to share the award info if not allowed to be publicized, per Section 29.0 Publicity?

**A48:** This information will be publicized by the Equalis Group, GCPS’s cooperative partner.

**Q49:** Please clarify or give an example of what the expected industry warranty is for electric school buses for RFP 2501KM?

**A49:** Please provide your firms standard warranty and documentation that shows it is within industry standards.

**Q50:** How will GCPS score a proposal that only includes pricing for one type of school bus model? Will a vendor receive a lower score if only one school bus type/model is bid?

**A50:** To ensure scoring is equal, should only one bus model be bid, only that model for all suppliers will be put into the weighted formula.

**Q51:** What value should be entered in the ‘Total Cost’ column, in BT-27IS if the vendor chooses not to bid on an item? \$0 is not currently an option.

**A51:** Please see questions 14.