# **Solicitation Audit Checklist**

Proposal:RFP #25.16 Certified Pre-Owned BusesAwarded Vendor(s):United Bus SalesAward Date:July 21, 2025Contract Number:25.16 - UBS

Σ	<b>\</b>	1 Legal Affidavit(s)
}	<b>(</b>	2 Release of Solicitation
}	<	3 Copy of Solicitation Documents
}	ζ	4 Copy of Questions & Answers
N	A	5 Copy of Addenda
}	<b>\</b>	6 Closed Notification
}	<b>\</b>	7 Notification Report
}	<b>\</b>	8 Access Report
}	<	9 Opening Record
}	<b>\</b>	10 Copy of Qualified Vendor Responses
}	<	11 Evaluation Summary & Recommendation
N	A	12 Copy of Rejection Letter
}	<	13 Copy of Award Letter(s)
}	<b>\</b>	14 Copy of Signed Contract(s)



#### **AFFIDAVIT OF PUBLICATION**

Cooperative Purchase, Lori Mittelstadt Lakes Country Service Cooperative 1001 E Mount Faith AVE Fergus Falls MN 56537-2375

#### STATE OF WISCONSIN, COUNTY OF BROWN

The Argus Leader, a daily newspaper published in the city of Sioux Falls, Minnehaha County, State of South Dakota, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

06/04/2025, 06/11/2025

and that the fees charged are legal. Sworn to and subscribed before on 06/11/2025

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

**Publication Cost:** 

\$26.12

Tax Amount:

\$0.00 \$26.12

Payment Cost: Order No:

11351666

# of Copies:

Customer No:

1248830

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PO #:

LABD0305949

#### THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS Notary Public State of Wisconsin RFP 25.16 Certified Pre-Owned School Buses Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.16 – Certified Pre-Owned School Buses.

Solicitation documents may be obtained by registering for free with CPC on Public Purchase (www.publicpurchase.com). Documents will be available on June 9, 2025.

Proposals are due no later than 10:00 a.m. CT on July 9, 2025. All proposals must be uploaded to Public Purchase. Late proposals will not be considered. Published June 4, 11 2025, at the total approximate cost of 26.12 and may be viewed free of charge at www.sdpublicnotices.com LAB D0305949



MN Affidavit No. BWnLW71wzXXRvjczITNY

## AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Edmar Corachia, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (MN), a newspaper printed and published in the City of Moorhead, County of Clay, State of Minnesota.

- 1. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
- 2. The newspaper has complied with all of the requirements to constitute a quailified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
- 3. The dates of the month and the year and the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Wednesday, June 4, 2025, Wednesday, June 11, 2025
- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331.A06, is as follows: \$25.00 per column inch.
- 5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CASS County. The newspaper complies with conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

# Edmar Corachia

(Signed)

#### **VERIFICATION**

State of Florida County of Broward SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 06/13/2025

& Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.16 – Certified Pre-Owned School Buses.

Solicitation documents may be obtained by registering for free with CPC on Public Purchase ( www.publicpurchase.com . Documents will be available on June 9, 2025.

Proposals are due no later than 10:00 a.m. CT on July 9, 2025. All proposals must be uploaded to Public Purchase. Late proposals will not be considered.

(Jun. 4 & 11, 2025)



#### **AFFIDAVIT OF PUBLICATION**

State of Florida, County of Orange, ss:

Ankit Sachdeva, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of The Bismarck Tribune, and that the publication(s) were made through The Bismarck Tribune on the following dates:

#### **PUBLICATION DATES:**

Jun. 4, 2025, Jun. 11, 2025

NOTICE ID: uCV0csb6myZ1eR7eoGEN

PUBLISHER ID: COL-ND-1667 NOTICE NAME: RFP 25.16 Bismarck

Publication Fee: \$78.66
Ankit Sachdeva

(Signed)



#### **VERIFICATION**

State of Florida County of Orange

Subscribed in my presence and sworn to before me on this: 06/12/202\$

Notary Public

Notarized remotely online using communication technology via Proof.

Sealed proposals will be received by the Cooperative Purchasing Connection (CPC) on behalf of its current and potential member agencies for RFP #25.16 – Certified Pre-Owned School Buses.

Solicitation documents may be obtained by registering for free with CPC on Public Purchase ( www.publicpurchase.com . Documents will be available on June 9, 2025.

Proposals are due no later than 10:00 a.m. CT on July 9, 2025. All proposals must be uploaded to Public Purchase. Late proposals will not be considered.

6/4, 6/11 - COL-ND-1667

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#### AFFIDAVIT OF PUBLICATION

# STATE OF MINNESOTA ) COUNTY OF HENNEPIN )



650 3rd Ave. S, Suite 1300 | Mineapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

- 1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
- 2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
- 3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

<b>Dates of Public</b>	cation	<u>Advertiser</u>	Account #	Order #
StarTribune	06/04/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	518099
StarTribune	06/11/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	518099

- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: \$212.80
- 5. <u>Mortgage Foreclosure Notices</u>. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.	
TerriSwanson	
Subscribed and sworn to before me on:	06/12/2025
DIANE F RAK KLESZYK  Notary Public  Minnesota  My Commission Expires January 31, 2027	

**Notary Public** 

From: Public Purchase
To: Joni Puffett

Cc: <u>Jane Eastes; Melissa Mattson; Amy Lohse</u>

Subject: [External]Release Successful on Bid RFP #25.16 - Certified Pre-Owned (CPO) School Buses

**Date:** Monday, June 9, 2025 8:00:09 AM

Joni Puffett:

Bid "RFP #25.16 - Certified Pre-Owned (CPO) School Buses" Status: Release Successful on Jun 9, 2025 8:00:00 AM CDT

You can check the released bid by going to the following address: <a href="http://www.publicpurchase.com/gems/bid/bidView?bidId=201881">http://www.publicpurchase.com/gems/bid/bidView?bidId=201881</a>

If you have any questions regarding this bid, please contact our Customer Support Staff at agencysupport@publicpurchase.com

Thank you for using Public Purchase.

MK = umalVzFkZ66Butpw1pIT2w ==

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# Proposals Requested by the: **Cooperative Purchasing Connection**

# RFP #25.16 – Certified Pre-Owned (CPO) School Buses

CPC is seeking to award a contract to an experienced supplier(s) with the resources and expertise to establish a program that allows participating agencies to purchase a wide range of certified pre-owned (CPO) school buses at discounted pricing. Participating agencies include state, city, and county governments; public and private educational institutions; colleges and universities; nonprofit organizations (501(c)(3)); and other entities acting on behalf of an eligible agency.

Due: 10:00 a.m. CT on July 9, 2025

Suppliers will submit questions and proposals online via Public Purchase (<u>www.publicpurchase.com</u>)

**RFP Facilitator:** 

Joni Puffett, CPPB Procurement Solutions Program Director Published in:
Star Tribune
Argus Leader
Fargo Forum
Bismarck Tribune
www.purchasingconnection.org

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#### I. Introduction to CPC

The Cooperative Purchasing Connection (CPC) is a joint powers group of local governmental agencies and service cooperatives in Minnesota, organized pursuant to Minnesota Statute  $\S123A.21$ . CPC obtains the legal authority to develop and offer, among other services, cooperative procurement services to members and participants. Eligible and existing participants include state, city, and county governments, tribal nations, government agencies, public and non-public educational agencies, colleges, universities, nonprofit (501(c)(3)) organizations, and other entities contracted on behalf of an agency.

Participation in the resulting contract(s) is open to government and nonprofit agencies across the United States.

In addition, the North Dakota Educators Service Cooperative (NDESC) is a joint powers group organized under the provisions of Chapter 54-40.3 of the North Dakota Century Code. NDESC holds a joint powers agreement with Lakes Country Service Cooperative (LCSC) in Fergus Falls, Minnesota, to provide purchasing contracts to its participating agencies. South Dakota participating agencies may also utilize CPC's purchasing contracts pursuant to South Dakota State Statute §5-18A-37.

LCSC provides the administrative functions of CPC and NDESC. Administrative functions include, but are not limited to, bid and contract research, contract development, negotiations, fiscal reporting agent, marketing contract promotion and agency support services.

Through the combination of purchasing power, CPC's objective is to achieve cost savings through a single competitive solicitation process. This process eliminates a Supplier from responding to multiple quotes and proposals allowing for the reduction in administrative and overhead costs through CPC's purchasing procedures. CPC will collaborate closely with the Supplier to market the contract not only to participating agencies but also to potential agencies where the contract would be an advantageous option for growing participation and purchases through the Supplier.

# **II. Solicitation Description**

CPC is seeking to award a contract to an experienced supplier(s) with the resources and expertise to establish a program that allows participating agencies to purchase a wide range of certified pre-owned school buses at discounted pricing. Certified pre-owned school buses may include, but not be limited to the following:

- 1. Certified pre-owned school buses as classified by type: Type A, Type C, Type D, etc.
- 2. Certified pre-owned school buses categorized by:
  - a. Engine type to include conventional internal combustion, natural gas or propane gas, hybrid or alternative fuel, electric powered solutions
  - b. Seating configurations
  - c. Optional equipment offerings
- 3. Certified pre-owned multi-function school activity buses
- 4. Certified pre-owned/refurbished buses that are built up to current industry and safety standards
- 5. Other
  - a. New stock buses may be proposed as an option provided t they are complementary to a supplier's offering of certified pre-owned school buses.

This solicitation is not intended to include prison, mass transit, or commercial buses.

This solicitation and contract award process is a solutions-based solicitation meaning that CPC is seeking certified pre-owned school buses that meet the general requirements of the scope of this RFP and that are commonly desired or required by law and industry standards.

A highly qualified supplier is one that can provide a comprehensive catalog of offerings, ensuring a wide range of options and capabilities that meet the diverse needs of participating agencies.

CPC reserves the right to award this solicitation to one or more suppliers based on evaluation factors and the greatest benefit for all participating agencies.

CPC encourages providers of all manufacturers/brands to bid, providing the following criteria are met:

- 1. Guaranteed pricing discounts.
  - a. Pricing discounts offered on a full range of quality certified pre-owned buses.
  - b. Pricing discounts held firm for the duration of the contract term.
- 2. Warranty protection, when applicable.
- 3. Training and support, when applicable.
- 4. Installation, when applicable.

Suppliers who meet any or all of the above-mentioned must complete the required documents to be considered a responsive and responsible supplier.

Certified pre-owned school buses is a new category offering for CPC. The contract(s) resulting from this solicitation will be indefinite delivery, indefinite quantity (IDIQ) contract(s).

Numerous factors could cause the actual value of the contract(s) resulting from this solicitation to vary substantially. Such factors include, but are not limited to, the following:

- 1. There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases; and
- 2. The individual value of each contract is indeterminate and will depend upon actual participating agency demand, and actual quantities ordered during the contract period.
- 3. If actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates.

By submitting a response, the Supplier acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting contract(s) could vary substantially from the estimates/historical values provided in this solicitation.

# III. Responding Minimum Qualifications

All submittals must contain answers, responses and/or documentation to the information requested herein. Any submittal failing to provide the required information and/or documentation will be considered non-responsive. A submittal considered non-responsive may result in possible disqualification for consideration of a solicitation award.

Responding Suppliers must communicate and demonstrate their experience, ability, capacity, and available resources to provide products and/or services to participating agencies as described in this solicitation. CPC reserves the right to accept or reject any Supplier's proposal failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

# IV. General Specifications

An attempt has been made to standardize the language used in this solicitation. The words "must," "shall," "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

- 1. The Supplier must have access to a full inventory of the proposed product line(s).
- 2. The Supplier must provide participating agencies who have questions, issues, and/or concerns with an efficient response; responding to agencies within 24 business hours.
- 3. All products that can be purchased must be actively marketed by the Supplier.
- 4. All products must meet applicable current industry standards and health and safety standards.
- 5. Unless agreed to in advance, products must be delivered as operational to the participating agency's site by Supplier.
- 6. Recalls
  - a. The Supplier must notify CPC and their participating agencies of any product recalls.
  - b. The Supplier will issue a credit or comparable substitute for any delivered, recalled product at the agency's discretion.
  - c. All costs associated with voluntary and involuntary product recalls shall be borne by the Supplier.
- 7. Maintenance Plans
  - a. The Supplier may offer pricing for maintenance for all equipment listed under the solicitation and include it in pricing proposals to participating agencies if requested.
  - b. The Supplier providing maintenance and repair options must provide and clearly state, pricing, and terms of the various plans in their submission.

# V. Technical Specifications

An attempt has been made to standardize the language used in this solicitation. The words "must," "shall," "mandatory" and the phrase "it is required" are used in connection with a mandatory specification. The words "should" and "may" are used in connection with a specification that is desirable.

- 1. All delivered buses must pass state and DOT inspection and be delivered with current DOT/interim stickers.
- 2. <u>Safety requirements</u> -- All items proposed must comply with current applicable safety or regulatory standards or codes.
- 3. <u>Deviation from Industry Standard</u> -- Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
- 4. <u>Delivered and Operational</u> -- Unless clearly noted in the Proposal, equipment and products must be delivered to the participating agency as operational.
- 5. <u>Warranty</u> -- All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better for certified pre-owned school buses. All warranty periods will begin when the vehicle is accepted by the participating agency.
  - a. The Supplier must provide any warranty services required with factory authorized or factory certified technicians in the area of work to be performed. The Supplier will indicate in its response the location(s) of the service facilities and the types of warranty work authorized at each location. If any warranty work is to be performed by or at a third-party provider facility, the provider should be factory authorized to perform the work, the technicians must be factory certified and the location referenced in the proposal. All special conditions relating to warranty work that must be met by participating agencies in order to have the work done must be clearly identified herein.
  - b. Any Supplier providing out-of-warranty repair services shall have staff that are ASE-Certified Master School Bus Technicians.
  - c. If maintenance or extended warranties are offered, the Supplier must provide the participating agency with complete and detailed descriptions of each, along with the terms, conditions, and costs.

- 6. <u>Extended Warranty Options</u> Suppliers are encouraged to offer extended warranties for all major mechanical, electrical and electronic components to cover the Participating Agency after the standard warranty has expired.
  - a. Extended warranties may cover parts, labor, and towing.
  - b. The terms, conditions, stipulations, exceptions, limitations, and warranty periods will be clearly identified to the participating agency.
- 7. <u>Standards</u> All equipment, products, supplies, and services must meet current EPA emission standards for diesel, gas, propane or CNG engines.
- 8. <u>Specifications</u> Suppliers are required to provide specifications for all equipment, products, supplies, and services proposed. Suppliers will also be required to provide documentation that all buses proposed meet or exceed Department of Transportation and Department of Education student transportation regulations and requirements.
- 9. The Supplier must have qualified personnel and maintain appropriate facilities necessary to market, support, and service vehicles proposed under this solicitation.
- 10. The minimum specifications provided herein are intended to establish and define the quality and characteristics of the desired vehicles requested. All vehicles offered must meet or exceed the state/Public Education Department minimum standards for student transportation/school buses in which the purchasing participating agency resides.
- 11. The Supplier shall provide Participating Agencies with technical support, manufacturing order guides, and assistance in assessing, evaluating, and understanding the types of vehicles, options, and the associated value of each.
- 12. All vehicles, at a minimum, shall be equipped with two (2) full sets of keys to include any special purpose keys or keyless remotes (security systems, locks, storage compartments, lights, etc.) at the time of delivery.
- 13. Suppliers may accept trade-ins as part of any purchase under this solicitation. The Supplier must clearly identify the method(s) that will be used to determine the trade-in vehicle's current market value. Trade-in values will be noted on all quotes and invoicing processed under this solicitation.
- 14. <u>Stock buses (optional)</u> Suppliers may provide a list of any "stock" buses that they may have available with a price for that specific bus. Each stock bus listed must be accompanied with a complete description of the bus being offered.
- 15. The Supplier must offer certified pre-owned school buses that meet or exceed all local, state, and federal student transportation standards and requirements. The Supplier must perform and provide the following:
  - a. A certified technician must inspect and test all components and verify that the pre-owned bus is operational and functional and provide a "Certificate of Interim Sticker" or equivalent.
  - b. All non-functional or defective components must be repaired and/or replaced before delivery.
  - c. The Supplier will provide participating agencies with documentation stating that the vehicle is pre-owned and will verify that its current operational condition meets or exceeds federal, state and manufacturer's standards and requirements.
  - d. Vehicles which have recalls will not be offered under this solicitation unless repaired to meet the safety standards required. The participating agency must be provided with a complete list of all recalls for the model/year being purchased. Written evidence that the manufacturer's recommended modifications and repairs on all recalls have been completed will be provided to the participating agency.
  - e. The Supplier must provide documentation that clearly states the method used and the current market value of any pre-owned/used vehicle offered.
- 16. <u>Manufacturer Relationship (If Applicable)</u> -- If the Supplier proposes to offer manufacturer-certified pre-owned school buses, it must provide documentation demonstrating its relationship with the applicable manufacturer(s). Acceptable forms of documentation may include, but are not limited to:
  - a. A current dealer or distributor agreement
  - b. A letter of authorization
  - c. Certification of participation in a manufacturer-backed Certified Pre-Owned (CPO) program

d. Any documentation verifying access to manufacturer-certified inventory, training, parts, and service support

This requirement is only applicable if the Supplier is representing manufacturer-certified CPO vehicles. Suppliers offering non-manufacturer-certified inventory are not required to submit this documentation.

- 17. All Suppliers must provide evidence of their authority to resell certified pre-owned school buses. This may include a dealer license, reseller permit, or similar business documentation. Suppliers must confirm that all units offered meet applicable safety, emissions, and title transfer standards required for school bus operation in participating agency jurisdictions.
- 18. Any bus proposed under this solicitation that is intended to be used for the transportation of disabled students must comply with all federal ADA, federal Transit Administration, state Department of Transportation and state Public Department of Education Student Transportation Division rules and regulations.
- 19. Prior to acceptance by the participating agency, each vehicle will be subject to a complete inspection. The inspection may include, but not be limited to:
  - a. Conformity to the specifications, mechanical integrity, quality of workmanship and materials and appearance defects.
  - b. If any equipment is returned to the Supplier prior to acceptance, corrections will be made within seven (7) business days.
    - i. Upon delivery of a corrected vehicle, the participating agency will have adequate time to inspect. If the vehicle does not pass inspection after corrections have been made by the Supplier, the Participating Agency may, at its option, return the vehicle to the Supplier to fix any defects or return the vehicle to the Supplier and cancel the purchase order.
    - ii. If the Participating Agency cancels the purchase order, the agency will be under no obligation to take another vehicle.

# VI. Pricing

- 1. Contract discounts and percentages must be held firm during the initial contract period. Additional discounts may be made to accommodate one-time bulk replacements, special promotions, or a large individual project. CPC may conduct periodic audits, and the Supplier will be responsible for full reimbursement for any overcharge to a participating agency.
- 2. The Supplier must provide discounted pricing on all proposed products and labor/services.
- 3. Additional products and services, pertaining to the scope of this solicitation, can be added during the course of the contract term with notice, as outlined below (see #4), to CPC. These items shall meet or exceed all the specifications established in the solicitation and resulting contract. CPC may direct the Supplier to remove products that do not meet the intent or are otherwise in conflict with the contract requirements.
- 4. When a price list is revised (i.e., manufacturer) to add or delete products and accessories that result in revised contract pricing, the Supplier shall notify CPC in writing via email as follows:
  - a. Request will be on the Supplier's letterhead and emailed to CPC.
  - b. It is filed with CPC, a minimum of seven (7) business days before the effective date of the proposed change;
  - c. It clearly identifies the items impacted by the change and the cause for the adjustment.
  - d. It is accompanied by documentation acceptable to the RFP facilitator, as noted on the cover page of this solicitation, to warrant the change (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U, change in manufacturer's price, etc.).
  - e. CPC reserves the right to accept or reject such change and will confirm in writing. For contract administration purposes, CPC must be able to verify the manufacturer's current product price. Price increases that cannot be verified shall not be reflected on the contract nor charged to the participating agency.
- 5. CPC may accept a future claim from the Supplier that a new threshold of performance or technology has been established. If CPC is satisfied with the evidence presented in support of the claim,

- appropriate pricing for such new technology may be established by applying the same pricing method used by the Supplier in their submission. The Supplier must be able to verify the pricing calculation.
- 6. CPC expects Suppliers to offer their very best prices to ensure the CPC contract provides value to its membership and is competitive. CPC allows a Supplier to lower prices for a participating agency when it benefits the agency and is based upon commitments and variables that may include but is not limited to: agency size and scope, geography, purchase volume, guarantees, logistical expenses, manufacturer support, specific product usage and other contractual terms/requirements.

## VII. Design Layout and/or Installation Services

- 1. Pricing for design layout and/or installation will be by hourly rate or percentage of the project cost. The Supplier must outline all service charges for design and installation. If the Supplier charges for installation by a method other than hourly or percentage, a complete explanation, and breakdown of how charges are calculated must be included with the submission.
- 2. Prevailing Wage.
  - a. Minnesota: If the resulting contract involves a project erection, construction, remodeling, or repairing of a public building or other public work financed in whole or part by State [Minnesota] funds, then pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Suppliers and all tiers of subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the resulting contract. Failure to comply with the aforementioned may result in civil or criminal penalties.
  - b. If the contract is used outside of Minnesota and prevailing wage applies, contractors shall follow all applicable wage laws for that state.
  - c. For questions regarding prevailing wage laws, contact the applicable state's Department of Labor or equivalent.
- 3. Prevailing Wage/Davis Bacon [State & Federal Funds]. The Supplier's hourly price shall include, but is not limited to: wage requirements, equipment and tools normally associated with the removal and installation of goods and services. Due to wage rate requirements for State and Federal funded projects, the costs associated with labor may increase from contracted pricing.
- 4. The Supplier subcontractors will maintain in current status, all federal, state, and local licenses, bonds, and permits required for the performance and delivery of any and all products and services in response to this solicitation. This also includes any contractor's licensure as required by state law. The Supplier must have the ability to furnish all required labor, materials, equipment, parts and supplies necessary for the services requested within an agreed upon timeframe.
- 5. The Supplier will possess the ability to assess and determine existing site conditions and the participating agencies' expectations for the products being purchased.
- 6. Installation times will be coordinated with the purchasing agency. All areas will be kept clean and free of debris. Suppliers must be able to provide the purchasing agency with a list of responsibilities for installation, a minimum of five (5) business days prior to the start of installation.
- 7. All personnel that are working in participating agencies must be bonded, insured, and follow any and all participating agencies' requirements for contractors and subcontractors.
- 8. Subcontractors.
  - a. The Supplier will not assign any duties to perform services nor to provide goods to purchasing agencies under this contract to a subcontractor that is not listed in the Subcontractor Utilization Form.
  - b. If a subcontractor is removed from the contract agreement at any time, the Supplier will submit to CPC in writing the reason for removal and effective date.
  - c. To add a subcontractor to the contract agreement, the Supplier must submit to CPC an updated Subcontractor Utilization Form. The subcontractor may not begin providing service until approved by CPC.

- d. The Supplier will be responsible for ensuring that all subcontractors who provide goods or services under the resulting contract agreement comply with the terms and conditions.
- e. CPC reserves the right to require that a subcontractor be removed from the contract.
- f. Any damage done to the participating agencies' property by contractors or subcontractors shall be repaired or replaced at no cost to the participating agency.
- 9. All services will be 100% guaranteed. Any service provided, which does not meet the end-users' expectations will either be redone until the end-users' expectations are met, or the charges for the services are refunded to the participating agency.

# VIII. Ordering Methods

- 1. All orders will be executed by participating agencies directly with the Supplier. The Supplier may offer a variety of options for agencies to place orders. The Supplier will make all deliveries and installation of products and services. CPC will not warehouse items or provide services.
- 2. Participating agencies may use two (2) different methods of placing orders from the resulting contract: Purchase Orders (PO's) and procurement cards. The method of payment is at the discretion of the participating agency. Additional surcharges for the use of a procurement card must be clearly outlined (see Supplier Questionnaire).
- 3. A PO may be issued to the Supplier on behalf of the participating agency ordering the services covered under the resulting contract. An issued PO will become part of the resulting contract. The PO indicates that sufficient funds have been obligated toward the purchase.
- 4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 5. Performance under this contract is not to begin until receipt of a PO, procurement card order, or other notification to proceed by the participating agencies to proceed.
- 6. When applicable, an online catalog for order entry must be provided for use by and suitable for participating agencies' needs. The online catalog will note product discounts and, if applicable, the differing discounts for catalog categories awarded.

# IX. Freight and Delivery

- 1. Delivery must be made as ordered and in accordance with the solicitation. If delivery qualifications do not appear in the Supplier's proposal, it will be interpreted to mean that goods are in stock, and that delivery will be made within five (5) business days. The decision of CPC, as to reasonable compliance with the delivery terms, shall be final. The burden of proof of delay in receipt of an order shall rest with the Supplier.
- 2. Delivery charges must be quoted to the agency prior to any purchase order being issued by the participating agency. Supplier shall provide a delivery estimate as an additional line item on invoice, as well as any cost incurred to transport the vehicle from supplier location to customer location.
- 3. Invoice and deliver all items directly to CPC's participating agencies. Participating agencies shall be notified of an anticipated availability date, within three (3) business days of receipt of order.
- 4. Deliveries must be made during normal hours of operation on weekdays, unless at the convenience of the participating agency and through mutual agreement with the Supplier.
- 5. All products must be 100% guaranteed. Any product which is damaged, found to be defective, or does not perform to the end-user's expectations must be replaced at the Supplier's expense including all delivery charges. If a participating agency receives the product(s) that appear to be damaged, they reserve the right to refuse delivery. Participating agencies will not be charged for items that are refused.

# X. Payment

- 1. Participating agencies using the resulting contract Agreement will make payments directly to the Supplier.
- 2. Payment terms will be defined by the Supplier in their response.

- a. Suppliers are encouraged to offer payment terms through procurement card (P Card) services, if applicable.
- b. Payments shall be made after satisfactory performance, following all provisions thereof, and upon receipt of a properly completed invoice.
- c. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required shall be withheld at the direction of the participating agency. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the participating agency of taking such a discount.
- d. Payments for the used portion of inferior delivery will be made by the participating agency on an adjusted price basis.
- 3. The Supplier will submit invoices to the participating agencies clearly stating, "Per CPC Contract."
- 4. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 5. Participating Agencies will follow M.S. §471.425 regarding prompt payment of local government hills

## XI. Advertising and Marketing

- 1. The Supplier will provide sales and marketing representation that is able to educate, introduce and demonstrate products and/or services to CPC's participating agencies.
- 2. The Supplier will be able to assist in developing marketing materials that support the contract.
- 3. The Supplier will provide a comprehensive training and support program on the operation and use of the contract agreement to all applicable personnel. The services offered must be appropriate and adequate to ensure a successful contract agreement.
- 4. All promotional marketing materials must have the prior approval of CPC before distribution and must include the CPC logo and pertinent contract information.
- 5. Upon award and completion of the Supplier orientation, CPC will promote the contract opportunity via its websites. CPC will also announce the new partnership through various marketing channels. Contracts may also be promoted at applicable trade shows, conferences, and meetings.

#### XII. Timeline

Date/Time	Event
June 9, 2025	Publication of Solicitation
June 18, 2025 @ 10:00 AM CST	Non-Required Conference Call
June 25, 2025	Deadline for Suppliers to Submit Questions
July 9, 2025 @ 10:00 AM CST	Deadline for Submission
July 21, 2025	Contact Supplier/Award(s) Made
September 1, 2025	Initial Start of Contract Term

# XIII. Non-Required Conference Call

A virtual conference will be held allowing Suppliers to ask questions and address concerns and/or issues they may have relating to the solicitation. The conference call will not be recorded and the use of AI notetaking will not be permitted.

To attend the conference call, visit:

https://us02web.zoom.us/j/81860796514?pwd=N4SUHruKVT0bYXPi81NFriKJZ65Xua.1.

Dial-in Number: 1 312 626 6799
 Meeting ID: 818 6079 6514

Passcode: 2fKjF4

#### XIV. Method of Evaluation

This solicitation will be evaluated based on the combined factors outlined below. Evaluation criteria include supplier qualifications and experience, quality and variety of product selection, pricing, services and support, and ease of ordering. No single factor will determine the final award decision.

	Points Available
Minimum Qualifications	Pass/Fail
Technical Proposal	300
Pricing Proposal	200
Total Points	500

As a part of the process of determining responsible respondents, CPC may request reports that describe the financial soundness of your organization. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

Best and Final Offer (BAFO): CPC may request a BAFO if additional information or modified terms are necessary for the evaluation committee to complete its evaluation and ranking. CPC will set a date and time for the submission of BAFO proposals. The BAFO will be limited to specific sections of the RFP or proposal identified by CPC. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed Suppliers or, if the short-list process is not used, all qualified Suppliers will be provided an opportunity to submit a modified response. Only one BAFO request will be issued by CPC. The information received from the BAFO will be used by the evaluation committee to re-rank the Suppliers. If a Supplier does not submit a BAFO proposal or a notice of withdrawal, the Supplier's previous proposal is considered the Supplier's BAFO. CPC reserves the right to proceed directly to negotiations with the highest ranked proposers immediately following the initial submission and evaluation of proposals.

**Contract Development:** Following the final evaluations, contract offer and award, and contract negotiations, CPC will develop a Master Contract Agreement with the most highly qualified Supplier(s). If a satisfactory contract cannot be developed with the most highly qualified Supplier(s) the second most qualified Supplier(s) may then be approached to develop a contract.

**Solicitation Debriefing:** An unsuccessful Supplier may request a debriefing to be scheduled with CPC after the solicitation process has been completed and a Master Contract Agreement with the awarded Supplier(s) has been executed. A debriefing is a learning opportunity for the unsuccessful Supplier to learn about the solicitation process and what measures of their response could be improved. Suppliers will not be debriefed on how their response compared to other responding Suppliers.

#### XV. Solicitation and Submittal Procedures

**Public Purchase:** All solicitations can be found on Public Purchase (www.publicpurchase.com). All solicitation activity is time-stamped and logged as part of the solicitation process.

#### **Submission of Proposals:**

- 1. All proposals must be submitted electronically via Public Purchase. Hardcopy proposals are invalid and will not receive consideration.
- 2. It is the Supplier's responsibility to completely upload and submit a response by the submission deadline, as described in the solicitation.
  - a. If the proposal has not completed its upload to Public Purchase by the submission deadline, the Public Purchase system will not accept the proposal.
  - b. If any issues occur during the upload of the proposal, Vendors should contact Public Purchase for immediate technical support.

- c. The data included in the submission will not be password protected.
- 3. CPC does not consider any information submitted in the General Notes section of Public Purchase when evaluating.
- 4. Submission checklist:

Document Title	Instructions
Part 1 RFP	Retain for your records.
Provided as a PDF.	
Part 2 General Terms and Conditions	Retain for your records.
Provided as a PDF.	
Part 3 Questionnaire	Submit as one (1) PDF.
Provided as a Word document.	Include company name in the file
	title. Include certifications with
	submission, if applicable.
Part 4 Forms & Signatures	Submit as one (1) PDF, signatures
Provided as a PDF.	<u>required.</u> Include company name in
	the file title.
Part 5 Pricing Narrative	Submit as one (1) PDF. Include
Provided as a Word document.	company name in the file title.
Certificate of Insurance (COI)	Submit a PDF copy.
	Include name of company in the
	title. <u>CPC must be identified as a</u>
	certificate holder.
Business Type/Classification Documentation (if applicable)	Submit as PDF.
	Include name of company in the
	title. See Part 3 – Questionnaire for
	details.
Exhibit A - Authority to Resell Certified Pre-Owned School	Submit a PDF copy.
Buses	Include name of company in the
	title. See "Additional Requirements"
Eukikit D. Manufastunan Dalatianskin (if annlisakla)	in Part 3 – Questionnaire for details.
Exhibit B - Manufacturer Relationship (if applicable)	Submit a PDF copy.
	Include name of company in the
	title. See "Additional Requirements" in Part 3 – Questionnaire for details.
Evhibit C. Cample Inspection Checklist	ř
Exhibit C - Sample Inspection Checklist	Submit a PDF copy. Include name of company in the
	title. See "Products, Service &
	Pricing, #4" in Part 3 –
	Ouestionnaire for details.
	Questionnaire for details.

**Questions:** Requests for additional information, clarifications, interpretations, or questions shall be promptly asked via Public Purchase. CPC will respond via Public Purchase as laid out in the solicitation documents.

**Addenda:** Addenda are written instruments issued by CPC which modify or interpret the solicitation documents by additions, deletions, clarification, or corrections. All addenda issued by CPC shall become a part of the specifications and will be made part of the contract. Addenda will be sent automatically through Public Purchase; being logged and tracked within the system. Interpretations, corrections, or changes made in any other manner will not be binding, and Suppliers shall not rely upon such interpretations, corrections, and changes. Answers to questions or addenda will be issued no later than five (5) business days prior to the submission deadline, except an addendum withdrawing the proposal or one which includes postponement of the submission deadline.

**Late Submittals:** Submittals will not be allowed to be submitted or uploaded after the due date and time set by CPC. It is the respondent's responsibility to ensure that submittals are received by the due date and time listed.

**Modifications or Withdrawal of a Proposal:** A proposal may not be modified, withdrawn or canceled by the Supplier for a period of one hundred twenty (120) days following the submission deadline of the proposal, as each Supplier so agrees in submitting a proposal. Prior to the submission deadline, any proposal submitted may be modified or withdrawn within Public Purchase. Withdrawn proposals may be resubmitted within Public Purchase prior to the submission deadline provided that they are in full conformance with this solicitation.

**Rejection of Any or All Proposals:** CPC reserves the right to reject any and all bids/proposals, to waive any informality, or to accept/reject any items listed in the pricing schedule in the best interest of CPC and its participating agencies.

**Opening of Proposals (Opening Record):** Proposals that have been submitted on time will be opened after the submission deadline. An opening record of the proposals received will be made available.

#### XVI. Solicitation Terms and Conditions

**Additional Terms and Conditions/Participating Addendum:** Participating agencies and a Supplier may negotiate additional terms and conditions as necessary to complete a purchase. These may include, but are not limited to:

- 1. Industry specific requirements
- 2. Legal obligations
- 3. Specific local/board policy provisions

Some participating agencies may also require a Participating Addendum (or equivalent) with terms negotiated directly between them and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any additional negotiated terms and conditions must not be less favorable to the participating agency than the terms outlined in this solicitation.

Certificate of Insurance: The Supplier must purchase, maintain and <u>provide</u> certification from the insurer for minimal coverage during the life of an awarded contract, to include, but not limited to, comprehensive public and/or commercial liability, errors and omissions, workman's compensation, unemployment, and other insurance coverage required by and applicable to each of CPC's individual state's statutes and federal laws which proposed products and services will be offered and provided. The Supplier must provide a Certificate of Insurance (COI) from the issuing company or their authorized agent, identifying the coverage required below and identifying CPC as a "Certificate Holder." Any required insurance that is canceled before the expiration date of the contract agreement, the issuing company will send immediate notice to CPC. COIs must be updated and sent electronically to CPC upon coverage renewal. The Supplier must meet the following minimum coverage requirements:

- 1. Commercial General Liability: \$1,000,000 each occurrence, \$500,000 annual aggregate
- 2. Automobile Liability: \$1,000,000 each occurrence
- 3. Workers Compensation: \$100,000

CPC reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

**Binding Contract:** A response to this solicitation is an offer to contract with CPC based upon the terms, conditions, the scope of work, and specifications contained in the solicitation. The Supplier acknowledges that the Contract Offer and Award binds the party to all terms and conditions stated in the proposal.

**Notification of Intent to Award:** An award notification will be made as outlined in the solicitation documents. The actual award is subject to the successful negotiation of a mutually accepted Master Contract Agreement and approval by the CPC Board of Directors.

**Contract Term:** The term of the contract resulting from this RFP will be from September 1, 2025 through August 31, 2027. The contract may be extended for one (1) additional 24-month period, based on successful performance. CPC may grant an extension under certain criteria and conditions. CPC evaluates and reviews all contract agreements. CPC has established a set of performance criteria that will be used in the Supplier evaluation. Performance criteria will include:

- 1. Contract start-up and communication
- 2. Partnership responsiveness with CPC
- 3. Participating agencies evaluation(s)
- 4. Volume, sales, and competitiveness
- 5. Marketing

**Administrative Fee:** The Supplier will be required to pay a two (2.0%) percent administrative fee on the total sales price of all purchases shipped and billed to participating agencies. This fee is used to cover CPC's program costs, including the cost of conducting the solicitation, continuing support of the contract, and marketing the contract to participating and potential agencies. Administrative fees shall be paid to CPC quarterly, within 20 business days after the end of each fiscal quarter.

Payments must be received either via check or authorized ACH. An ACH enrollment/authorization form must be provided to CPC for completion. ACH remittance notification must be sent to the individual indicated on the ACH enrollment/authorization form prior to ACH payment.

**Sales Reports Required of the Supplier:** The Supplier will provide CPC with a quarterly report listing the sales volume showing the total gross dollar volume of all purchases made by participating agencies, the administrative fee calculations, and the correlatingsavings incurred by participating agencies. CPC's fiscal year is July through June and fiscal quarters are July – September; October – December; January – March; and April – June. CPC may also request reports on commonly purchased items or top-selling items to create or update a market basket or core list of commonly purchased items. <u>All reports must be submitted in MS Excel within 20 business days after the end of each fiscal quarter</u>, listing the following information:

- 1. Name of purchasing agency
- 2. Address of purchasing agency (city, state, zip code)
- 3. Date of purchase
- 4. Invoice number
- 5. Amount of purchase
- 6. Administrative fee generated by the sale
- 7. Savings generated by the sale

XVII. Appendix A: New Award Onboarding Checklist
The following process will commence once the Master Contract Agreement has been executed.

Task I	Description	Completed By
1.	CPC Supplier Orientation	CPC & Supplier
	Discuss expectations	
	Establish contacts, people, and roles	
	Discuss the reporting process and requirements	
	Discuss sales and ordering process	
	Outline kick-off plan; marketing needs	
	Establish a Webinar training date, if applicable	
2.	Sales Training and Roll Out	CPC to Coordinate
	CP Personnel Briefing; possible webinar training	with Supplier
	Marketing information sent to CPC	
3.	Express Store (if applicable)	Supplier
	Initiate IT/eProcurement contact	
	Vendor works with CPC's eProcurement marketplace vendor to	
	create a store (cXML or catalog).	
	Review and test Store Functionality	
	Announce Store Availability	
4.	Marketing - CPC	CPC
	Connect with CPC marketing team	
	Award announcements	
	Supplier profile page	
	*All materials will be approved by Supplier prior to disbursement	
5.	Marketing - Supplier	Supplier
	General announcement	
	Sales/Account team training; contract highlights including pricing	
	schedule	
	WALL AND THE STATE OF THE STATE	
	*All materials will be approved by CPC prior to disbursement	ana a a li
6.	Management Strategies	CPC & Supplier
	Review kickoff and roll-out plan	
	Discuss and establish target communication strategy	
7.	Annual Evaluation	CPC & Supplier



#### **General Terms & Conditions**

The Cooperative Purchasing Connection (CPC) may make amendments to the General Terms and Conditions when CPC determines that such amendments are in the best interest of its participants. All amendments will be agreed upon between the Parties. Submittals by a Supplier certify that they have read the General Terms and Conditions and understand that they apply to all purchases under the resulting contract(s).

**Alcoholic Beverages, Substance Use, and Weapons:** A Supplier shall not permit its personnel or any subcontractor to possess upon school property any alcoholic beverages, illicit/non-prescribed drugs, tobacco products, or weapons. All personnel must follow all local substance rules and conduct (dress code, language, parking, etc.) policies while on school premises. Any actions involving, or possession of, any of the aforementioned items while on school property may cause a cancellation of any Agreement, at no cost to CPC and its participating SFAs. Criminal charges may apply.

**Assignees, Mergers, Dissolution and Successors:** If the original vendor partner sells or transfers all assets or the entire portion of the assets used to perform this contract, the Offeror agrees that during the term of the contract, it will adhere to the terms and provisions of said contract. The parties will be bound by and inure to the benefits of the successors and the respective parties involved. CPC reserves the right to recommend approval, acceptance, or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

**Assignment**: Any contract awarded under the conditions of this solicitation shall be for the use of organizations eligible for participation. Any eligible agency may participate (piggyback) with this contract at its discretion, with the consent of the Supplier. The Supplier must seek approval from CPC before utilizing the contract with another eligible agency. CPC has partnerships with consortiums across the United States. CPC will work with the Supplier to make such connections should the Supplier want to piggyback the contract as a vehicle for additional sales. All requirements of this solicitation will apply to all participating eligible agencies. Agencies participating in this contract shall be responsible for obtaining approval from their approving body of authority when necessary and shall hold CPC harmless from any disputes, disagreements, or actions which may arise as a result of using this contract.

**Audit:** Under applicable law, the Supplier will agree that members of CPC's purchasing team may audit their records to establish that total compliance of the agreement is met. CPC will ask participating agencies for invoices showing purchases from the Supplier. The Supplier will agree to provide verifiable documentation of all purchases made by said agencies and will make every reasonable effort to resolve discrepancies fairly and equitably to the satisfaction of both CPC and the Supplier. CPC will require a refund to the agencies involved if any difference in price is found and will also require payment of any administrative fees due resulting from sales that were not listed on the sales report(s). CPC will give at least five (5) calendar days' notice of an audit. The audit will be conducted at a reasonable place and time.

**Awarded Supplier:** The Respondent(s) chosen by CPC to provide goods and/or services to participating.

**Awards:** Awards will be made with reasonable promptness and by written notice to the successful Supplier; solicitation responses are considered to be irrevocable for a period of one hundred twenty (120) days following the solicitation opening unless expressly provided for to the contrary in the solicitation and may not be withdrawn during this period without the express permission of CPC.

1. CPC reserves the right to determine those offers which are responsive to the solicitation, or which otherwise serve its members' best interests.

- 2. CPC reserves the right, before making an award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the Supplier meet the requirements outlined in the proposal and specification and are ample and sufficient to ensure the proper performance of the contract in the event of an award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, CPC may reject such offer. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon CPC to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the Supplier from fulfilling all requirements and conditions of the contract.
- 3. Qualified or conditional offers which impose limitations of the Supplier's liability or modify the requirements of the solicitation, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by CPC may, at the option of the CPC, be:
  - a. Rejected as being non-responsive, or
  - b. Set aside in favor of the CPC's terms and conditions (with the consent of the respondent), or
  - c. Accepted, where CPC determines that such acceptance best serves the interests of participating agencies and CPC.

Acceptance or rejection of alternate or counteroffers by CPC shall not constitute a precedent that shall be binding on successive solicitations or procurements.

- 4. CPC reserves the right to determine the responsibility of any Supplier for a particular procurement.
- 5. CPC reserves the right to reject any responses in whole or in part, to waive technical defects, irregularities, and omissions, and to consider past performance of the offeror wherein its judgment the best interests of participating agencies will be served by so doing.
- 6. CPC reserves the right to make awards by items, group of items or on the total low response for all the items specified as indicated in the detailed specification unless the Supplier specifically indicates otherwise in their response.
- 7. Preference may be given to responses on products raised or manufactured in the state, other things being equal.

Confidential Information: CPC is a public entity; the information contained in the proposals shall be considered public information under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 et. seq. No part of a proposal shall be treated as confidential unless so designated, by the Supplier submitting the proposal, as trade secret information having met the criteria under Minnesota Statutes § 13.37 Subd. 1(b) and other applicable laws. Any data claimed by the Supplier submitting the proposal to be trade secret data must be marked "proprietary and confidential." Should a challenge occur to said Supplier's designation of data as "proprietary and confidential," the Supplier shall indemnify and hold CPC harmless for any attorney's fees, costs, penalties, or losses associated with such designation. CPC makes no representations to any Supplier regarding their designation of data as "proprietary and confidential." CPC designates the sales reports and administrative fee data, references in this solicitation, as confidential. Therefore, under no circumstances, release this data to any entity other than CPC. CPC, however, is a government entity, is required to, upon request of any individual organization; make this information available to the person(s) requesting to contact the CPC department.

**Costs of Preparation:** All costs associated with the preparation, development, or submission of a response or other offers will be borne by the Supplier. CPC will not reimburse any Supplier for such costs.

**Default Contract:** The resulting contract shall be the default contract. All participating agencies' purchases will receive the pricing described in this contract and CPC will receive credit for those purchases made by participating agencies.

**Express Online Marketplace:** CPC provides participating agencies with an online purchasing platform called Express. Through Express, agencies can search for and purchase items. Essentially, Express is a one-stop-shop for

many of CPC's commodity-based contracts. A Supplier does not have to have an e-commerce site to be included in Express. Express offers integration into two (2) of the main K-12 school financial systems in Minnesota. CPC expects growth in the number of agencies utilizing the marketplace and the volume of sales to grow significantly. CPC will work with the Supplier to determine if the contract agreement is suitable for the online platform. If deemed suitable, CPC will require integration into Express promptly as outlined in the solicitation.

**Entire Agreement:** The Master Contract Agreement, shall constitute the entire and exclusive agreement between CPC and any Supplier receiving an award. In the event of any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

- 1. Each proposal will be received with the understanding that the acceptance, in writing, by contract or purchase order by the participating agency of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Supplier and the participating agency. This shall bind the Supplier to furnish and deliver at the prices following the conditions of the said accepted proposal and detailed specifications and the participating agency to pay for at the agreed prices, all materials, equipment, supplies, or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on purchase orders issued by the participating agency to the Supplier.
- 2. No alterations or variations of the terms of the contract shall be valid or binding unless submitted in writing and accepted by CPC. All orders and changes thereof must originate from the participating agencies: no oral agreement or arrangement made by a contractor with an agency or employee will be binding on CPC and may be disregarded.
- 3. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless
  - a. Terminated prior to the expiration date by satisfactory delivery against orders of entire quantities, or
  - b. Extended upon written authorization of CPC and accepted by the Supplier, to permit ordering of the unordered balances or additional quantities at the contract price following the contract terms, or
  - c. Canceled by CPC following other provisions stated herein.
- 4. It is mutually understood and agreed that the Supplier shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of CPC.
- 5. If subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the Supplier shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the Supplier and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to CPC, and expressly accepted.

**Federal Uniform Guidance:** By entering a contract, the Supplier agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et. seq. (See Supplier Forms and Signatures).

**Fiscal Year:** a fiscal year is defined as July 1 through June 30 of the following calendar year. The fiscal quarters end on September 30, December 31, March 31, and June 30.

**Force Majeure:** Except for payments of sums due, neither party shall be liable to the other, nor deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of either party affected and occurs without fault or negligence, including, but not limited to, the following: acts of nature; acts of the public enemy; pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; earthquakes; famine; volcanic eruptions; meteor strikes; lockouts; injunctions-interventions-acts or failures; or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party

is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of software or materials caused by congestion at a manufacturer's plant or elsewhere, an over-sold condition of the market, inefficiencies and poor management practices, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

A Supplier requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:

- 1. A formal, written request for a price increase must be submitted by the Manufacturer to CPC prior to the price change taking effect. CPC must approve the request. The request will include the Force Majeure cause substantiating the reason the relief is being requested.
- 2. Adequate documentation to substantiate the request must be included.
- 3. Failure to comply with provisions of the Force Majeure shall be cause for a request to be denied.

**Governing Law:** This resulting contract award shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota.

**Governing Venue:** The resulting contract award shall be deemed to have been made and performed in Otter Tail County, Minnesota. All legal arbitration or causes for action arising out of the resulting agreement shall be brought to the courts of Otter Tail County, Minnesota.

**Hold Harmless:** All parties agree to hold the other harmless from any claims and demands of participating agencies which may result from the negligence of the other in connection with their duties and responsibilities under this agreement unless such action is a result of intentional wrongdoing of the other party.

Leasing and Rental Agreements: The Supplier may allow participating agencies to enter into a rental, lease, or lease-purchase agreements, providing such agreements comply with Minnesota Statutes and guidelines. CPC must receive a report annually, summarizing the executed lease purchases along with a summary of the participating agencies' purchases. CPC will not collect lease payments or be involved in the terms and conditions of the lease. All lease arrangements are between the Supplier and the participating agency. The Supplier agrees that leases will comply with the Uniform Commercial Code. The applicable administrative fee must be included in the lease cost based on the total value of the goods and applicable services purchased. This fee is referred to under the Technical Specifications. The Supplier should attempt to work with CPC's current leasing Supplier. Note, the current leasing Supplier may require a minimum purchase amount to begin the leasing process. Should the Supplier be required to utilize their own financial leasing company, this should be noted/requested as an exception.

**Minority and Women-Owned Business:** CPC intends to undertake every effort to increase the opportunity for utilization of minority and women-owned businesses in all aspects of procurement. In connection with the performance of this solicitation, the Supplier agrees to use their best effort to carry out this intent and ensure that minority and women-owned enterprises shall have the maximum practicable opportunity to compete for subcontract work under this solicitation consistent with the efficient performance of this solicitation. CPC desires to promote wherever possible equitable opportunities for minority and women-owned businesses to participate in the services associated with this solicitation.

**New Agency Notification:** CPC will email the current participating agency list to the Supplier each quarter. Those agencies not renewing their participation must not receive CPC agency pricing/discounts.

**Notices:** Notices permitted or required to be given hereunder shall be deemed sufficient if given by written email addressed to the following recipients of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given. Notices shall be sent to <a href="mailto:info@purchasingconnection.org">info@purchasingconnection.org</a>.

**Patent Indemnification:** The Supplier agrees to hold harmless CPC, its successors, assigns, customers and the users of its products from any liability of any nature or kind for use of any copyrighted or copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract agreement, for which the contractor is not the patentee, assignee or licensee.

**Participating Agency:** A participating agency shall be defined in accordance with the Minnesota Statutes M.S. §471.59, and M.S. §123A.21, Sub. 11, North Dakota Century Code Chapter 54-40.3, and South Dakota Statutes §5-18A-37. An eligible agency includes any school, higher education, city, county, other governmental agency, nonprofit organization, or other entity contracted to conduct business on behalf of a participating agency provided that the entity is required to follow state and local procurement regulations.

**Party:** The name given to either organization who enters into a contractual agreement.

Protests: All protests pertaining to the specifications of the solicitation must be delivered in writing and received by the RFP Facilitator no later than 4:00 p.m. CT on the third (3) business day before the opening of proposals. A protest shall be filed no later than three (3) business days after the opening of the proposals or if the protest is based on subsequent action of CPC, not later than three (3) business days after the aggrieved person knows or should have knowledge of the fact giving rise to the protests. Protests of an award will only be accepted by Suppliers who have submitted a response to the solicitation. Respondents may protest only deviations from laws, rules, regulations, or procedures. Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in the scoring by individual evaluators may not be protested. Protests not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based shall be dismissed. Should such a protest reach arbitration and result in a loss, the Supplier will be borne to all costs, including CPC's legal fees. Protests shall include the following:

- 1. Name, address and telephone number of protester;
- 2. Original signature of the protester or its representative;
- 3. Identification of the solicitation by RFP number;
- 4. A detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested; and
- 5. Any protest review and action shall be considered final with no further formalities being considered.

**Relationship of Parties:** No contract agreement resulting from this solicitation shall be considered a contract of employment. The relationship between CPC and the Supplier is one of the independent contractors each free to exercise judgment and discretion concerning the conduct of their respective businesses. The parties do not intend the proposed contract agreement to create or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this solicitation, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

**Respondent:** A respondent has notified CPC of a desire to respond to the proposal and/or has submitted a proposal in response to this solicitation.

**Rights and Obligations Upon Termination:** Termination of the resulting contract award shall not release the party from the obligation to make payment of all amounts due and payable. Regardless of the cause, the Supplier must refrain from any activity which will create a negative relationship between participating agencies and CPC. Notification of termination to participating agencies shall not be made by the Supplier unless written approval has been received from CPC or its designee. Said approval shall include, but not be limited to, the content of the notice, it's structure and timing. This will remain in effect for 60 days post-termination. When failure is deemed by the other party to be the result of willful and wanton negligence, it may result in a civil action against the first party. The Supplier will continue to provide warranty and product support as specified in their proposed response to the solicitation or by the manufacturer, whichever is greater, on all services purchased by participating agencies during the contract term. Upon termination, any website references and/or email accounts, created by either the Supplier or CPC and designed to promote the contract agreement resulting from this solicitation shall be terminated within 48 hours of the termination.

**Risk of Loss:** Regardless of F.O.B., the Supplier agree(s) to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery, and such loss or destruction shall not release the Supplier from any obligation hereunder.

**Safety Data Sheet (SDS):** Documentation providing workers and emergency personnel with procedures for handling or working with a specific substance safely, and information such as physical data, toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. SDS documentation must accompany all deliveries when required by federal, state, and local laws.

**Sales Tax:** Sales and other taxes shall not be included in the prices quoted. The Supplier will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each participating agency is responsible for verifying the tax-exempt status to the Supplier. When ordering, participating agencies must indicate that they are tax-exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Supplier resulting from this solicitation.

**Severability:** If any of the terms of this solicitation conflict with any rule of law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this agreement, and this agreement shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of the resulting agreement.

**Substitutions:** The materials, products or equipment described in these documents establish a standard of type, function, and quality to be met by any proposed substitution. Unless the specification prohibits substitution, Suppliers are encouraged to propose materials, products or equipment of comparable type, function, and quality. Proposals for substitute items shall be stated in the appropriate blank on the proposal form, or if the form does not contain blanks for substitution, on the Supplier's letterhead attached to the pricing form. Suppliers shall attach to the form a statement of the manufacturer and brand name of each proposed substitution plus a complete description of the item, including descriptive literature, illustrations, performance, and test data and any other information necessary for evaluation. The burden of proof is upon the respondent for the merit of the proposed substitution.

**Termination:** CPC reserves the right to terminate this contract, without penalty or recourse, in whole or in part, whereas termination is in the best interest of the participating agencies. The Parties may terminate the Agreement without cause by mutual written consent or by either Party with a minimum of 60 days written notice. The Supplier will not accept any new orders after the termination date specified in the notice. Participating agencies will only be required to pay the Supplier for goods and services delivered before termination and not otherwise returned

following the Supplier's return policy. If the participating agency has paid the Supplier for goods and services not yet provided as of the date of termination, the Supplier shall immediately refund such payment(s). Any termination shall not affect projects that are in progress or in receipt of a purchase order (PO) at the time the termination is received. The Supplier shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the termination. The Supplier will not be reimbursed for any anticipated profit. CPC reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation upon any one of the following events with the Supplier:

- 1. Voluntary or involuntary bankruptcy or insolvency;
- 2. Failure to remedy a material breach to the terms and conditions of this solicitation;
- 3. Receipt of written information from any authorized agency finding activities the Supplier engaged in according to this solicitation to violate the law.

**Termination for Default:** If either Party is in default under this contract, it shall have an opportunity to cure the default within the time indicated, 10 business days, after it is given written notice of default to the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party shall have 10 business days to provide a satisfactory response. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement shall not constitute a waiver of any of the parties' rights hereunder. CPC reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Supplier, or if the Supplier fails to comply with any contract terms and conditions or fails to provide adequate assurances of future performance.

In the event of termination for cause, CPC and its participating agencies shall not be liable to the Supplier for any amount of supplies or services not accepted, and the Supplier shall be liable to CPC and its participating agencies for any and all rights and remedies provided by law. If it is determined that CPC improperly terminated this contract for default, such termination shall be deemed a termination for convenience. CPC will issue written notice to the Supplier for acting or failing to act in any of the following:

- 1. The Supplier provides material that does not meet the specifications of the contract;
- 2. The Supplier fails to adequately perform the services set forth in the specifications of the contract;
- 3. The Supplier fails to complete the work required or to furnish the materials required within a reasonable amount of time;
- 4. The Supplier fails to make progress in the performance of the contract and/or gives CPC reason to believe that the Supplier will not or cannot perform to the requirements of the contract;
- 5. The Supplier fails to observe any of the terms and conditions of the contract.

**Termination for Non-Appropriation:** Any individual participating agency's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the participating agency's governing board and/or it's State Legislature. Such termination will be affected by sending fifteen (15) days written notice to the Supplier. The participating agency's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Supplier and shall be final.

**Tri-State Area:** Defined as the three states participating in CPC (Minnesota, North Dakota and South Dakota) and their participating agencies.

**Supplier Orientation (CPC 101):** The Supplier and their participating resellers/sub-contractors will be required to participate in an online training session that is designed to educate the Supplier and resellers/sub-contractors on

the purpose and nature of CPC. The Supplier will not be marketed to participating agencies until they have completed the Supplier orientation session.

**Waiver:** No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

Revised 10/2024



# Part 3: Questionnaire RFP #25.16 Certified Pre-Owned (CPO) School Buses

#### **Instructions**

This questionnaire is a requirement of Cooperative Purchasing Connection (CPC). Please note that while some responses are for informational purposes only, others will be used as part of the evaluation and vetting process.

To submit the required forms, follow these steps:

- 1. Read the document in its entirety.
- 2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
- 3. Complete all questions.
- 4. Save all pages in the correct order to a <u>single PDF format</u> titled "*Part 3 Questionnaire Name of Company*".
- 5. Submit the Questionnaire, along with other required documents in Public Purchase.

#### The following sections need to be completed before submission:

- 1. Company Information
- 2. Qualifications & Experience
- 3. Performance Capability
- 4. Products, Service & Pricing
- 5. Value Add
- 6. Exceptions & Deviations
- 7. Additional Requirements

# **Company Information**

Company Address:				
City, State, Zip code:				
Website:				
Phone:				
ndicate who the primary c s needed.	ontacts are in regar	d to this proposal. This is who (	-	ıforma
	Name	Email	Phone	
Primary Contact 1 for				
Proposal				
			•	
Primary Contact 2 for Proposal				
Proposal rovide the following comp	pany contacts that w	ill be working with this anticip	ated contract. Include name,	email
Proposal rovide the following comp	pany contacts that w	ill be working with this anticip	ated contract. Include name,	email
Proposal rovide the following comp hone number(s).				email
Proposal rovide the following comp hone number(s). General Manager				email
Proposal  rovide the following complete for the				email
Proposal  rovide the following complete for the following complete for the following	Name			email
Proposal  rovide the following complete hone number(s).  General Manager Contract Manager Sales Manager Marketing Manager Customer Service Manage	Name			email
Proposal	Name			email
Proposal  rovide the following complete hone number(s).  General Manager Contract Manager Sales Manager Marketing Manager Customer Service Manage	Name	Email		email
Proposal  rovide the following complete hone number (s).  General Manager Contract Manager Sales Manager Marketing Manager Customer Service Manage Account Manager(s)	Name	Email		email
Proposal  rovide the following complete hone number(s).  General Manager Contract Manager Sales Manager Marketing Manager Customer Service Manage Account Manager(s)	Name	Email Ov)		email

<u>business status (see submittal checklist)</u>.

X	Business Type/Classification		
	8(a)	8(a) Qualified Business	
	DBE	Disadvantaged Business Enterprise	
	HUB	Historically Underutilized Business Zone	
	MBE	Minority-Owned Business Enterprise	
	MWBE	Minority Women-Owned Business Enterprise	
	SBE	Small Business Enterprise	
	Other; list name:		

X	Business Type/Classification		
	SDB	Small Disadvantaged Business	
	SDVOB	Service-Disabled Veteran Owned Business	
	SECTION 3	Section 3 Business Concern	
	SSV	Sole Source Supplier	
	VBE	Veteran-Owned Business Enterprise	
	WBE	Woman-Owned Business Enterprise	

How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider?

Click or tap here to enter text.

2. List any similar cooperative or state contracts your company holds that participating agencies have access to and include the contract expiration date.

Click or tap here to enter text.

3. Has your company been disbar	red and or suspended from doing business within the United States?
Yes	No
If YES, list what states, the reason for Click or tap here to enter text.	or debarment and/or suspension, and its effective dates.
Qualifications & Experi	ience
Provide a background of your or philosophy, industry longevity,     Click or tap here to enter text.	rganization, including the year it was founded, your company's business etc. (1-2 paragraphs max.).
	on practices, including how you maintain long-term relationships and the mers who return for repeat business.
3. On average, how many agencie. Click or tap here to enter text.	s does your organization supply with certified pre-owned school buses?
4. Describe your company's experiuse.	ence working with public agencies and outline the sales approach you intend
Click or tap here to enter text.	
	ion relevant to your company's qualifications and experience as it relates
this RFP. Click or tap here to enter text.	
proposal within the past two (2) ye reference must include a contact na	customers who have purchased the products or services included in your ears. References from the tri-state area (MN, ND, SD) are preferred. Each ame, phone number, and email address. are aware they may be contacted by a representative from CPC. Inability gatively impact your evaluation.
Reference #1 - Company Name	Click or tap here to enter text.
Service/Product Purchased	Click or tap here to enter text.
Year of Purchase	Click or tap here to enter text.
Reference Contact	Click or tap here to enter text.
Phone Email	Click or tap here to enter text. Click or tap here to enter text.
Reference #2 - Company Name Service/Product Purchased Year of Purchase Reference Contact Phone Email	Click or tap here to enter text.
Reference #3 - Company Name Service/Purchase Purchased Year of Purchase Reference Contact Phone	Click or tap here to enter text.

Click or tap here to enter text.

Phone Email

# **Performance & Capability**

1. What has motivated your company to respond to our solicitation? What aspects of our organization or solicitation captured your interest?

Click or tap here to enter text.

2. What are your company's expectations in the event of an award?

Click or tap here to enter text.

3. Are there any participating agencies (govt., education, non-profits, etc.) you will NOT be serving through the proposed contract?

Click or tap here to enter text.

4. What differentiates your company from your competitors? Describe your differences regarding sales, service, installation, technology, and product line, or any key employees.

Click or tap here to enter text.

5. What is your average lead time in delivering on the products or services included in your proposal?

Click or tap here to enter text.

6. Describe your company's customer service/problem resolution process. Include hours of operation, number of services, modes of contact, etc.

Click or tap here to enter text.

7. How does your company plan to utilize this contract? How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract?

Click or tap here to enter text.

**8.** From your perspective, what is CPC's role in promoting a contract resulting from this solicitation? Click or tap here to enter text.

9. Provide any additional information relevant to your company's performance and capability as it relates to this RFP.

Click or tap here to enter text.

<b>n</b>		C	0 D
Prod	HICTS.	Service	& Pricing

	- 0441-05, 501 / 100 66 / 110-118
1.	Indicate the level of competitive pricing that your company will offer on this contract category.
	Pricing is better than what is offered to individual agencies.
	Pricing is better than what is offered to cooperative agencies.
	Other, please describe

If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums: Click or tap here to enter text.

2. Detail how your school buses are certified as pre-owned. Is it through a manufacturer or dealer program? Specify the certifying entity and program name.

Click or tap here to enter text.

3. Do you provide a full inspection report for the bus being sold? If yes, include a sample or blank inspection checklist with your response, labeled as Exhibit C.

Click or tap here to enter text.

4. Will the certified pre-owned school buses be sold with a documented odometer disclosure?

Click or tap here to enter text.

5. Are full maintenance and service records available for review? Do they include both routine and non-routine maintenance?

Click or tap here to enter text.

6. Describe the safety features and innovations present in the certified pre-owned school buses offered in your proposal. Include details on how your company ensures these buses meet current local and federal safety regulations, including ADA compliance where applicable. Explain any steps taken to inspect, upgrade, or certify safety features prior to resale.

Click or tap here to enter text.

7. Describe the process and extent to which certified pre-owned school buses can be customized to meet the specific needs and requirements of a participating agency.

Click or tap here to enter text.

8. Do you offer after-sale support or other services for agencies with specific needs?

Click or tap here to enter text.

9. What financing or leasing options are available?

Click or tap here to enter text.

10. Does your company allow for vehicle trade-ins? If so, describe the process of trading in a vehicle.

Click or tap here to enter text.

11. How will participating agencies verify they are receiving contract pricing?

Click or tap here to enter text.

12. Describe your warranty and warranty process for all products and services, including coverage available for certified pre-owned vehicles that are no longer covered by a factory warranty. Specify whether third-party warranties or extended coverage options are available.

Click or tap here to enter text.

13. If applicable, describe your return policy for certified pre-owned buses, including any restocking fees, inspection requirements, or limitations.

Click or tap here to enter text.

14. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

Click or tap here to enter text.

15. Describe any self-audit processes or programs your company uses—or plans to use—to ensure ongoing compliance with the terms and conditions of your anticipated contract with CPC.

Click or tap here to enter text.

16. Provide any additional information relevant to your company's products, services, or pricing as it relates to this RFP.

Click or tap here to enter text.

# Value Add

In addition to discounted pricing, does your company offer any added value or benefits as part of this contract? Examples of value-added offerings may include: extended warranties, priority service, rebates, or access to special programs or incentives. If yes, please describe in detail and indicate whether any of these benefits are exclusive to CPC participants.

Click or tap here to enter text.

#### **Exceptions & Deviations**

Ou	r company is requesting an Exception and/or Deviation to the RFP documents.
	Yes No
IfY	YES, complete the questions below:
1.	List any additional stipulations and/or requirements your company requests that are not covered in the RFP.
	Click or tap here to enter text.
2	List any excentions your company is requesting to the terms outlined in the Technical Specifications (An

- 2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications. (An example is provided in red below.) Respondents must include the following when requesting exceptions:
  - RFP section number and page number
  - Describe the exception
  - Explanation of why this is an issue
  - A proposed alternative to meet the needs of participating agencies and the cooperative

Click or tap here to enter text.

RFP Section	Exception	Why This is an Issue	Proposed Alternative

### **Additional Requirements**

As required by CPC, please submit each of the following additional items as separate PDF documents, following the instructions provided below:

#### 1. Exhibit A - Authority to Resell Certified Pre-Owned School Buses

As defined in Part 1, all Suppliers must provide evidence of their authority to resell certified pre-owned school buses. This may include a:

- Dealer license
- Reseller permit
- Or similar business documentation

Suppliers must submit documentation for each state (MN, ND, SD) in which their company plans to conduct business.

#### 2. Exhibit B - Manufacturer Relationship (If Applicable)

As defined in Part 1, if the Supplier proposes to offer manufacturer-certified pre-owned school buses, it must provide documentation demonstrating its relationship with the applicable manufacturer(s). Acceptable forms of documentation may include, but are not limited to:

- A current dealer or distributor agreement
- A letter of authorization
- Certification of participation in a manufacturer-backed Certified Pre-Owned (CPO) program
- Any documentation verifying access to manufacturer-certified inventory, training, parts, and service support

This requirement is only applicable if the Supplier is representing manufacturer-certified CPO vehicles. Suppliers offering non-manufacturer-certified inventory are not required to submit this documentation.



## Part 4: Forms & Signatures RFP #25.16 Certified Pre-Owned Buses

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the <u>required forms</u>, follow these steps:

- 1. Read the document in its entirety.
- 2. Complete all questions and forms.
- 3. Save all pages in the correct order to a single PDF format titled "Forms & Signatures Name of Company".
- 4. Submit the forms in the required format with all necessary signatures in Public Purchase.

#### The following sections will need to be completed prior to submission:

- 1. Contract Offer & Award
- 2. <u>Uniform Guidance "EDGAR" Certification Form</u>
- 3. Subcontractor Utilization Form



#### **Contract Offer & Award**

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

#### Part I: Supplier

Rusiness Name

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Date

Dusiness Name	-		Date	-
Address			City, State, Zip	
Contact Person			Title	
<mark>Authorized</mark> Signature Email				
the products specifications, months and w	and services identifications, and ame ill commence on the o	ied within this solicitati ndments. The initial term date indicated below. Th	ion, your res m of this cont ere will be an	you are now bound to offer and provide ponse, including all terms, conditions, ract shall be for up to twenty-four (24) optional renewal for a period lasting no on under certain criteria and conditions.
Agency			Authorized Signature	
Name _			Title	
Awarded this	day of		Contract #	
Contract/Agree	ement to Commence			

## EDGAR Certification Form 2 CRF Part 200

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

#### (A) Supplier Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

#### (B) Termination for Cause and for Convenience

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to" (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

#### (C) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### (D) Davis Bacon Act

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by

the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Supplier must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### (E) Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### (F) Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### (G) Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### (H) Debarment and Suspension (Executive Order 12549 and 12689)

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### (J) Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### (K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### (L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certified that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending maters are closed.

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conversation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

#### CERTIFICATION OF NON-COLLUSION STATEMENT

Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

<b>Business Name</b>	Authorized Signature
Full Name	Title

## **Subcontractor Utilization Form**

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: Solicitation Number: Supplier Name:		
If a subcontractor will not be	used, check this box:	
Company Name:		
Street Address:		
City, State, Zip:		
Telephone:		
Primary Contact:		
Email Address of Contact:		
Services to be provided:		
Company Name:		
Street Address:		
City, State, Zip:		
Telephone:		
Primary Contact:		
Email Address of Contact:		
Services to be provided:		
Company Name:		
Street Address:		
City, State, Zip:		
Telephone:		
Primary Contact:		
Email Address of Contact:		
Services to be provided:		



#### Part 5 – Pricing Narrative RFP 25.16 Certified Pre-Owned School Buses

#### 1. Discount Structure (REQUIRED)

- Describe your pricing strategy for certified pre-owned school buses.
- Provide the minimum guaranteed discount off your published retail or listed asking price for participating agencies.
- If discount rates vary, explain those variations.

#### Describe your pricing strategy below:

Click or tap here to enter text.

#### Minimum Guaranteed Discount (%):

Click or tap here to enter text.

#### If this discount will vary, explain below:

Click or tap here to enter text.

#### 2. Pricing Examples (REQUIRED)

Using certified pre-owned inventory you have available or have sold within the last six months, please apply your proposed discount structure as described above. For each unit (provide 5 examples), include make, model, year, mileage, condition/grade, retail price, discount applied, final price, warranty, and estimated delivery fee. Attach a separate sheet if needed.

	Example 1	Example 2	Example 3	Example 4	Example 5
Make & Model					
Year					
Mileage					
Condition/Grade					
Current Retail					
Price					
Discount Applied					
Final Price					
Warranty					
Estimated					
Delivery Fee					

#### 3. Optional Value-Add Services

List any services or extras provided at no additional cost (e.g., DOT inspection, delivery, reconditioning).

#### Free value-add services provided:

Click or tap here to enter text.

List any optional add-ons along with the proposed cost (e.g., title processing, warranty extension).

#### **Optional services (with pricing):**

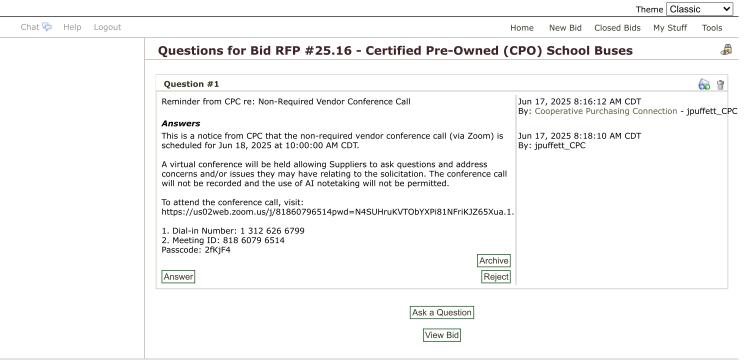
Click or tap here to enter text.

#### 4. Total Cost of Ownership Considerations

If available, provide any tools, metrics, or sample calculations your company uses to estimate total cost of ownership, expected vehicle lifespan, maintenance costs, or fuel efficiency.

Click or tap here to enter text.





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The Public | Group rs

From: Public Purchase
To: Amy Lohse

Subject: [External]Public Purchase - RFP #25.16 - Certified Pre-Owned (CPO) School Buses Closed Notification

**Date:** Wednesday, July 9, 2025 10:00:08 AM

Amy Lohse:

The bid RFP #25.16 - Certified Pre-Owned (CPO) School Buses has closed on Jul 9, 2025 10:00:00 AM CDT

To see more details on this bid go to

http://www.publicpurchase.com/gems/bid/bidView?bidId=201881

Thank you for using Public Purchase.

MK= SDdXVcdLv4/cQieGbF0Tcw==

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Notifications Report					
Agency	ncy Cooperative Purchasing Connection				
Bid Number	201881				
Bid Title	Certified	Pre-Owned (C	PO) School Buse	es	
		•			
Vendor Name	State	Invitation	Date	Email	Reason
A-1 Alternative Fuel Systems	CA	Classification	2025-06-09 07:13:01	will@a1altfuels.com	Bid Notification
Acme Auto Leasing	CT	Classification	2025-06-09 07:13:01	ematuro@acmeautoleasing.com	Bid Notification
Acme Auto Leasing, LLC	CT	Classification	2025-06-09 07:13:01	Ematuro@acmeautoleasing.com	Bid Notification
Allied Solutions	IN	Self Invited	2025-06-17 07:18:10	contracts@alliedsolutionenterprise	Bid Answer
Allstate Peterbilt Group	WI	Classification	2025-06-09 07:13:01	jsemingson@wdlarson.com	Bid Notification
Altec Industries	AL	Classification	2025-06-09 07:13:01	jenny.carlson@altec.com	Bid Notification
American Bus Sales	OK	Self Invited	2025-06-17 07:18:10	raymond@americanbus.us	Bid Answer
AngelTrax	AL	Classification	2025-06-09 07:13:01	bidnotifications@angeltrax.com	Bid Notification
Armormax Defense	UT	Classification	2025-06-09 07:13:01	blaine@armormax.com	Bid Notification
Ask IT Consulting Inc.	NY	Self Invited	2025-06-17 07:18:10	stevewalse85@gmail.com	Bid Answer
Azure Dynamics	MA	Classification	2025-06-09 07:13:01	bsilverman@azuredynamics.com	Bid Notification
Background Investigation Bure	NC	Classification	2025-06-09 07:13:01		Bid Notification
Bakersfield Dodge INC	CA	Classification	2025-06-09 07:13:01	jdobbs@haddaddodge.com	Bid Notification
Bob Fish	WI	Classification	2025-06-09 07:13:01	bhlembobfish@hotmail.com	Bid Notification
Bus and Coach America	CA	Classification	2025-06-09 07:13:01	info@bcabus.com	Bid Notification
Bus Service Inc.	ОН	Classification	2025-06-09 07:13:01	josh@buyabus.net	Bid Notification
CALSTART, INC.	CA	Classification	2025-06-09 07:13:01	development@calstart.org	Bid Notification
CCBATTERY	TX	Classification	2025-06-09 07:13:01	ccbattery@aol.com	Bid Notification
COLONIAL EQUIPMENT	MD	Classification	2025-06-09 07:13:01	SCARBAUGH@COLONIALBUS.C	Bid Notification
Colonial Oil Industries, Inc	GA	Classification		coisales@colonialoil.com	Bid Notification
Creative Bus Sales	AZ	Classification	2025-06-09 07:13:01	marcush@creativebussales.com	Bid Notification
Creative Bus Sales	IN	Classification	2025-06-09 07:13:01	usedbus@creativebussales.com	Bid Notification
Creative Bus Sales, Inc.	CA	Classification	2025-06-09 07:13:01	biddepartment@model1.com	Bid Notification
Creative Bus Sales, Inc.	CA	Classification		elizabethc@creativebussales.com	Bid Notification
Custom Truck One Source	МО	Classification	2025-06-09 07:13:01	bbrooker@customtruck.com	Bid Notification
Dahmer Powertrain Inc	МО	Classification		ihodges@dahmerpower.com	Bid Notification
Daimler Buses North America	NY	Classification	2025-06-09 07:13:01	Michelle.Jester@dcbusna.com	Bid Notification
Defender Emergency Products	NJ	Classification		fireman24x@yahoo.com	Bid Notification
Dodge of Burnsville	MN	Classification		jgerber@dodgeofburnsville.com	Bid Notification
Don Brown Bus Sales Inc.	NY	Classification		ekushner@buscrazy.net	Bid Notification
Don Brown Bus Sales Inc.	NY	Classification		ekushner@buscrazy.net	Bid Answer
DUECO, Inc	WI	Classification	2025-06-09 07:13:01		Bid Notification
Duluth Dodge Inc	MN	Classification		jopetrey@charter.net	Bid Notification

Duval Ford, LLC	FL	Classification	2025-06-09 07:13:01	hank.carr@duvalford.com	Bid Notification
ECB Enterprises	UT	Classification			Bid Notification
ELITE TEXTILE TRADING LLO	CA	Self Invited	2025-06-17 07:18:10	amy@elitetex.us	Bid Answer
Enel X North America	MA	Classification	2025-06-09 07:13:01	shauna.barnes@enel.com	Bid Notification
Envirotech Vehicles, LLC	AR	Classification	2025-06-09 07:13:01	merrick@evtvusa.com	Bid Notification
Farber Specialty Vehicles	ОН	Classification	2025-06-09 07:13:01	solutions@farberspecialty.com	Bid Notification
FLEET VEHICLE SOURCE, IN	NV	Classification	2025-06-09 07:13:01	sales@usfleetsource.com	Bid Notification
Friendly Ford, Inc.	МО	Classification	2025-06-09 07:13:01	friendlyford@gmail.com	Bid Notification
GEORGE D MANDERBACH IN	PA	Classification	2025-06-09 07:13:01	rickmccord@manderbachford.com	Bid Notification
Gladstein, Neandross & Assoc	CA	Classification	2025-06-09 07:13:01	bids@gladstein.org	Bid Notification
GreenPower Motor Company	CA	Classification	2025-06-09 07:13:01	michael@greenpowerbus.com	Bid Notification
GreenPower Motor Company	CA	Classification	2025-06-09 07:13:01	colby@greenpowerbus.com	Bid Notification
Hartland Fuel Products	WI	Classification	2025-06-09 07:13:01	jack.hunter@hartlandfuels.com	Bid Notification
Highland Electric Fleets	MA	Classification	2025-06-09 07:13:01	ellie@highlandfleets.com	Bid Notification
Honey Stone Concrete Service	UT	Classification	2025-06-09 07:13:01	honeystoneconcretellc@gmail.com	Bid Notification
	IL	Classification	2025-06-09 07:13:01	digger@i80equipment.com	Bid Notification
Inclined innovations	PA	Classification	2025-06-09 07:13:01	Mr.latenite_86@icloud.com	Bid Notification
KIG Vehicle Concepts LLC	FL	Classification	2025-06-09 07:13:01	warriach@kigvehicleconcepts.com	Bid Notification
L&L Supplies	TX	Self Invited	2025-06-17 07:18:10	swalker8585@gmail.com	Bid Answer
LDV, inc.	WI	Classification	2025-06-09 07:13:01	mlynch@ldvusa.com	Bid Notification
LilyPad EV	CA	Classification	2025-06-09 07:13:01	frank.huerta@lilypadev.com	Bid Notification
Mid Valley Chryser- Dodge- Ra	WA	Classification	2025-06-09 07:13:01	isaac@midvalleyautomotive.com	Bid Notification
	IN	Classification			Bid Notification
Mosaic Global Transportation	CA	Classification	2025-06-09 07:13:01	mbrewster@mosaicglobaltransport	Bid Notification
MUNCIE TRANSIT SUPPLY	IN	Classification	2025-06-09 07:13:01	MuncieBidDept@abc-companies.c	Bid Notification
NADA Scientific, Ltd.	NY	Classification			Bid Notification
Nassau Trading Inc.	NY	Classification	2025-06-09 07:13:01	masroor@nassautradinginc.com	Bid Notification
NATIONAL BUS SALES AND	GA	Classification	2025-06-09 07:13:01	klynch@nationalbussales.com	Bid Notification
National Bus Sales, Inc.	OK	Classification	2025-06-09 07:13:01	mike@nationalbus.com	Bid Notification
Nationwide Bus Parts	AR	Classification	2025-06-09 07:13:01	bussales@nationwidebusparts.com	Bid Notification
Nelson Auto Center, Inc	MN	Classification	2025-06-09 07:13:01	mlarson@nelsonfleet.com	Bid Notification
Northwest Bus Sales	WA	Classification	2025-06-09 07:13:01	robert@lasvegasbussales.com	Bid Notification
Northwest Bus Sales, Inc.	WA	Classification	2025-06-09 07:13:01	tyler@nwbus.com	Bid Notification
Northwest Bus Sales, Inc.	WA	Classification	2025-06-17 07:18:10		Bid Answer
PEPPM	PA	Classification		· -	Bid Notification
PFVT Motors LLC	AZ	Classification		cliff.kujala@governmentautosales.d	Bid Notification
	FL	Classification			Bid Notification
Point Spring Co	PA	Classification			Bid Notification
	IN	Classification		, 0, ,	Bid Notification
RIDE Mobility LLC	CA	Classification	2025-06-09 07:13:01	<u> </u>	Bid Notification

Rush Truck Center	KS	Classification	2025-06-09 07:13:01	jacksonj2@rushenterprises.com	Bid Notification
School Wholesale Supplies LL	TN	Self Invited	2025-06-17 07:18:10	jpdas@eii-usa.com	Bid Answer
Southwest Equipment	TX	Classification	2025-06-09 07:13:01	sales@southwestequipment.com	Bid Notification
TechOps Specialty Vehciles, L	MD	Classification	2025-06-09 07:13:01	jbrianas@techopssv.com	Bid Notification
Tenco Industries	NY	Classification	2025-06-09 07:13:01	Rob@tencousa.com	Bid Notification
THE AFTERMARKET PARTS	OH	Classification	2025-06-09 07:13:01	newflyerparts@newflyer.com	Bid Notification
The Bid Lab	NY			bidfinder@thebidlab.com	Bid Answer
TransitWorks	ОН	Classification	2025-06-09 07:13:01	monica.hart@transit-works.com	Bid Notification
Tri Star Ford McKeesport	PA	Classification	2025-06-09 07:13:01	bortz@tristarautogroup.com	Bid Notification
Tripple A LLC	TX	Classification	2025-06-09 07:13:01	dapoapara@gmail.com	Bid Notification
Truck Utilities	MN	Classification	2025-06-09 07:13:01	craigc@mail.truckutilities.com	Bid Notification
UNITED SALES INC	MN	Classification	2025-06-09 07:13:01	randy@unitedbussales.com	Bid Notification
UNITED SALES INC	MN	Classification	2025-06-17 07:18:10	randy@unitedbussales.com	Bid Answer
Utility Fleet Sales, Ltd	TX	Classification	2025-06-09 07:13:01	b.mccormick@utilityfleetsales.com	Bid Notification
Westward Industries Ltd	MB	Classification	2025-06-09 07:13:01	procurement@westwardindustries.	Bid Notification
Zum Services Inc	CA	Classification	2025-06-09 07:13:01	rfpresearch@ridezum.com	Bid Notification

Access Report				
Agency	Cooperative Purchas	ing Connection		
Bid Number	25.16			
Bid Title	Certified Pre-Owned	(CPO) School Buses		
Vendor Name	1	Most Recent Access	Documents	Most Recent Response Date
samsearch	2025-06-09 09:35 PM CDT	2025-06-10 09:42 PM CDT		
School Wholesale Supplies LLC	2025-06-11 01:07 AM CDT	2025-06-16 02:59 AM CDT	Part 1 - 25.16 - RFP - CPO School Buses - Final.pd Part 5 - 25.16 - Pricing Narrative - Final.docx Part 4 25.16 - Forms & Signatures - Final.pdf Part 3 - 25.16 - Questionnaire - Final.docx Part 2 25.16 - General Terms and Conditions - Final.pdf	
DF Interactive LLC	2025-07-04 11:59 AM CDT	2025-07-08 11:28 AM CDT	Part 5 - 25.16 - Pricing Narrative - Final.doc: Part 4 25.16 - Forms & Signatures - Final.pdf Part 3 - 25.16 - Questionnaire - Final.docx Part 2 25.16 - General Terms and Conditions - Final.pdf Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf	
UNITED SALES INC	2025-06-09 08:31 AM CDT	2025-06-23 10:26 AM CDT	Part 5 - 25.16 - Pricing Narrative - Final.doc: Part 4 25.16 - Forms & Signatures - Final.pdf Part 3 - 25.16 - Questionnaire - Final.docx Part 2 25.16 - General Terms and Conditions - Final.pdf Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf	2025-06-23 10:26 AM CDT
SFE - Southwest Foodservice Excellence, LL	C2025-06-19 12:15 PM CDT	2025-06-19 12:15 PM CDT		
ELITE TEXTILE TRADING LLC	2025-06-09 12:14 PM CDT	2025-07-08 12:16 PM CDT	Part 3 - 25.16 - Questionnaire - Final.doc: Part 2 25.16 - General Terms and Conditions - Final.pdf Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf Part 5 - 25.16 - Pricing Narrative - Final.docx Part 4 25.16 - Forms & Signatures - Final.pdf	
Don Brown Bus Sales Inc.	2025-06-09 08:27 AM CDT	2025-06-09 08:27 AM CDT	Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf	
American Bus Sales	2025-06-09 03:30 PM CDT	2025-06-09 03:34 PM CDT	Part 4 25.16 - Forms & Signatures - Final.pd' Part 3 - 25.16 - Questionnaire - Final.docx Part 5 - 25.16 - Pricing Narrative - Final.docx Part 2 25.16 - General Terms and Conditions - Final.pdf Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf	
Northwest Bus Sales, Inc.	2025-06-09 11:32 AM CDT	2025-06-09 11:35 AM CDT	Part 3 - 25.16 - Questionnaire - Final.doc: Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf	
Creative Bus Sales	2025-06-30 11:01 AM CDT	2025-06-30 11:02 AM CDT	Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf	

L&L Supplies	2025-06-09 05:41 PM CDT	2025-06-09 05:41 PM CDT	Part 5 - 25.16 - Pricing Narrative - Final.docx Part 4 25.16 - Forms & Signatures - Final.pdf Part 3 - 25.16 - Questionnaire - Final.docx Part 2 25.16 - General Terms and Conditions - Final.pdf Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf	
The Bid Lab	2025-06-10 03:05 AM CDT	2025-07-09 01:05 AM CDT	Part 5 - 25.16 - Pricing Narrative - Final.doc; Part 4 25.16 - Forms & Signatures - Final.pdf Part 3 - 25.16 - Questionnaire - Final.docx Part 2 25.16 - General Terms and Conditions - Final.pdf Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf	
Ask IT Consulting Inc.	2025-06-10 06:29 AM CDT	2025-06-10 06:29 AM CDT	Part 5 - 25.16 - Pricing Narrative - Final.docx Part 4 25.16 - Forms & Signatures - Final.pdf Part 3 - 25.16 - Questionnaire - Final.docx Part 2 25.16 - General Terms and Conditions - Final.pdf Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf	
Brunson Construction	2025-06-11 10:51 PM CDT	2025-06-19 09:47 AM CDT		
Dodge Data & Analytics	2025-06-09 11:53 PM CDT	2025-07-08 11:57 PM CDT		
Allied Solutions	2025-06-11 05:12 AM CDT	2025-06-11 05:13 AM CDT	Part 5 - 25.16 - Pricing Narrative - Final.docx Part 4 25.16 - Forms & Signatures - Final.pdf Part 3 - 25.16 - Questionnaire - Final.docx Part 2 25.16 - General Terms and Conditions - Final.pdf Part 1 - 25.16 - RFP - CPO School Buses - Final.pdf	

## **Opening Record**

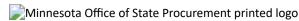
#25.16 Certified Pre-Owned School Buses	7/9/2025		10:01 a.m.
Request for Proposal	Date		Time
Signed by:  John Putte H  BEOEDOE17BEC407		DocuSigned by:  Any Lokse  981BDA49D4464FE	Lon Mittustadt 48D2E03F59EF456
Joni Puffett	Amy Lohse		Lori Mittelstadt

Company Responding	Part 3 Questionnaire *	Part 4 Forms & Signatures *	Part 5 Pricing Schedule*	Certificate of Insurance **	Business Type/Classification, (optional)	Additional Information Submitted, (optional)	Moves to Evaluation
United Sales Inc.	X	X	X	X		X	YES
				_			

#### **NOTES:**

A complete and responsive proposal must include all of the documents listed above, unless otherwise noted.

- \* Proposals missing any documents marked with an asterisk (\*) at the time of opening will be disqualified and will not proceed to evaluation.
- \*\* Documents marked with a double asterisk (\*\*) are required before a proposal can move to the evaluation stage. If not included in the original submission, CPC reserves the right to request them after the proposals have been opened.



## Suspended/Debarred Vendor Detailed Information

<u>Minnesota Rules Part 1230.1150, Subpart 6 (https://www.revisor.mn.gov/rules/1230.1150/)</u> requires the Office of State Procurement to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three years following the end of a suspension or debarment. This includes grantees that have been suspended or debarred by the Department of Administration.

The vendors listed below may be currently suspended or debarred, or have a suspension or debarment end date within the past three years. Click the vendor name for complete details.

NOTE: Minnesota Rules Part 1230.1150, Subpart 2, Item B, Subitem (1)

(https://www.revisor.mn.gov/rules/1230.1150/) also provides that: "Any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the division under the same terms and limits of the original debarment."

See vendors debarred by federal government agencies (https://sam.gov/content/exclusions).

Results 1 - 12 of 12

3G Contracting Inc.

Citywide Trucking LLC.

Clarence Olson, an individual

**Dionne Construction** 

**Encouraging Leaders** 

Garson Group

Green Nature-Cycle, LLC.

John Aish, Inc.

**MSV Carriers** 

Snowmen Inc.

Stillwater Masonry Restoration Inc

Treasure Enterprise, Inc.



Home / Doing Business with the State / Procurement / Suspended and Debarred Vendors

# Suspended and Debarred Vendors

The State Procurement Office maintains the State Bidders List of vendors who have applied to receive notice solicitations for commodities and services. Under state procurement rules, vendors may be subject to suspension or debarment from the Bidders List for cause. NDAC 4-12-05 contains the rules that pertain to suspension or debarment from the Bidders List. Contact the State Procurement Office at 701.328.2740 with questions.

There are currently NO suspended or debarred vendors.

## Federal Suspended and Debarred Vendors

Many state agencies and institutions cannot do business with vendors that have been suspended or debarred by the Federal government. Many solicitations also evaluate the experience and qualifications of vendors, including whether or not the vendor has been suspended or debarred. Search the federal list of suspended and debarred vendors.

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Office of Management and Budget

Feedback (+)

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#### **Cooperative Purchasing Connection**

## Tabulation Report RFP #25.16 - Certified Pre-Owned (CPO) School Buses Vendor: UNITED SALES INC

General Comments: I want to THANK YOU for this amazing opportunity!!! We look forward to working with you and your

customer base! Please reach out to Randy Johnson with any and all questions and concerns!

General Attachments: 2024-2025 Certificate of Insurance - United Bus Sales.pdf

Dealer Lic United Bus Sales.pdf

Part 2 25.16 - General Terms and Conditions - Final (1).pdf Part 3 - 25.16 - Questionnaire - United Bus Sales.docx Part 4 25.16 - Forms - Signatures - United Bus Sales.pdf Part 5 - 25.16 - Pricing Narrative - United Bus Sales.docx school bus inspection manual-United Bus sales.pdf usedbusconditionsheet-United Bus Sales.doc



#### Part 3: Questionnaire RFP #25.16 Certified Pre-Owned (CPO) School Buses

#### **Instructions**

This questionnaire is a requirement of Cooperative Purchasing Connection (CPC). Please note that while some responses are for informational purposes only, others will be used as part of the evaluation and vetting process.

To submit the required forms, follow these steps:

- 1. Read the document in its entirety.
- 2. Respondents must use the Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested (i.e. Marketing Plan).
- 3. Complete all questions.
- 4. Save all pages in the correct order to a <u>single PDF format</u> titled "*Part 3 Questionnaire Name of Company*".
- 5. Submit the Questionnaire, along with other required documents in Public Purchase.

#### The following sections need to be completed before submission:

- 1. Company Information
- 2. Qualifications & Experience
- 3. Performance Capability
- 4. Products, Service & Pricing
- 5. Value Add
- 6. Exceptions & Deviations
- 7. Additional Requirements

### **Company Information**

United Bus Sales INC. DBA UNITED BUS SALES INC.

Name of Company:

**Company Address:** 17102 US HWY 10 SE

City, State, Zip code: Big Lake MN 55309

Website: www.unitedbussales.com

320-447-7817

Phone:

Indicate who the primary contacts are in regard to this proposal. This is who CPC will notify if additional information is needed.

	Name	Email	Phone
Primary Contact 1 for	Randy Johnson	randy@unitedbussales.com	320-447-7817
Proposal			
Primary Contact 2 for	Jason Anderson	jason@unitedbussales.com	612-251-8364
Proposal			

Provide the following company contacts that will be working with this anticipated contract. Include name, email, and

phone number(s).

	Name	Email	Phone
General Manager	Jason Anderson	jason@unitedbussales.com	612-251-8364
Contract Manager	Randy Johnson	randy@unitedbussales.com	320-447-7817
Sales Manager	Justin Robinson	justin@unitedbussales.com	612-478-8525
Marketing Manager	TBD		
Customer Service Manager	Derrick Agate	derrick@unitedbussales.com	612-716-1776
Account Manager(s)	Dennis Hennum	dennis@unitedbussales.com	763-207-8953

Provide your Unique Entity Identifier (SAM.gov)

Vendor Name	UEI
United Bus Sales INC	SWIFT #193137

## Identify any business types/classifications that your company holds. \*Submit documentation in PDF format to verify business status (see submittal checklist).

X	Busines	ss Type/Classification	
	8(a)	8(a) Qualified Business	
	DBE	Disadvantaged Business Enterprise	
	HUB	Historically Underutilized Business Zone	
	MBE	Minority-Owned Business Enterprise	
	MWBE	Minority Women-Owned Business Enterprise	
	SBE	Small Business Enterprise	
	Other; list name:		

X	<b>Business T</b>	ype/Classification
	SDB	Small Disadvantaged Business
	SDVOB	Service-Disabled Veteran Owned Business
	SECTION 3	Section 3 Business Concern
	SSV	Sole Source Supplier
	VBE	Veteran-Owned Business Enterprise
	WBE	Woman-Owned Business Enterprise

## 1. How is your organization best described: Is it a manufacturer, a distributor/dealer/reseller, or a service provider?

Dealer – Service provider Dealer/Reseller – WE SELL NEW VANS AND TYPE A PRODUCTS – WE SELL USED TYPE A,B, C AND D PRODUCTS THAT ARE MINNESOTA STATE REGULATIONS READY FOR SERVICE TO ALL MINNESOTA SCHOOLS

List any similar cooperative or state contracts your company holds that participating agencies have access to and include the contract expiration date.
and include the contract expiration date.

MN Transit Bid – 2025 to 2030 Sourcewell – Collins provider 2026

3.	Has your company	been disbarred and or su	spended from doing	g business within the	<b>United States?</b>
----	------------------	--------------------------	--------------------	-----------------------	-----------------------

\_\_\_\_\_ Yes \_\_\_\_\_ X \_\_\_\_ No

If YES, list what states, the reason for debarment and/or suspension, and its effective dates.

Click or tap here to enter text.

#### **Qualifications & Experience**

1. Provide a background of your organization, including the year it was founded, your company's business philosophy, industry longevity, etc. (1-2 paragraphs max.).

2017 Founded – We are focused on providing top of the line products and services to all customers. We strive to provide the customer everything they need to transport their clients in the best vehicle at the lowest possible price.

Our Core Values are -

Integrity = Open and Honest with our intentions

Passion = We are very passionate about our industry and helping customers succeed.

Relationships = Understanding the customers needs and how we can grow together

## 2. Describe your customer retention practices, including how you maintain long-term relationships and the percentage or number of customers who return for repeat business.

We are currently in the process of moving into our new main office tripling the size of our building and will be expanding our parts offerings!! We stay attune to all industry changes and have made it a point to be leaders in the school bus industry! ALL our customers are treated to only the best services available! We fully understand our customers' needs and are the very best solution for them. We stay in close contact with all customer assuring that should they have future needs they know who to call! We have a long history of providing top of the line sales, service and parts to our customer base and have a near 100% repeat buying.

#### 3. On average, how many agencies does your organization supply with certified pre-owned school buses?

Currently we sell school buses and related parts to all school districts and private contractors in Minnesota – We also have customers who travel from other states just to buy from us due to our reputation for outstanding services. On average we sell over 300 per year.

4. Describe your company's experience working with public agencies and outline the sales approach you intend to use.

We work with all types of public agencies like the State of Minnesota, all K-12 schools in MN, all private contractors in MN, all DAC agencies in MN, just to name a few! We have 3 school bus sales staff that are fully trained at meeting the customers' needs. Each sales person has at their disposal - full administrative staff, service and parts staff along with owners who are  $3^{rd}$  generation school bus dealers with a wealth of knowledge we are able to care for our customers at a high level.

5. Provide any additional information relevant to your company's qualifications and experience as it relates to this RFP.

N/A

Provide three (3) references from customers who have purchased the products or services included in your proposal within the past two (2) years. References from the tri-state area (MN, ND, SD) are preferred. Each reference must include a contact name, phone number, and email address.

Note: Please ensure your references are aware they may be contacted by a representative from CPC. Inability to confirm past performance may negatively impact your evaluation.

Year of Purchase 2024

Reference Contact **Iason Kinlaw Phone** 701-857-4400

**Email** jason.kinlaw@minot.k12.nd.us

Reference #2 - Company Name

Service/Product Purchased

Year of Purchase

Reference Contact

**Phone** 

**Email** 

Reference #3 - Company Name Service/Purchase Purchased Year of Purchase

**Reference Contact** 

**Phone** 

**Email** 

Proctor Public Schools - MN

School bus

2024

Chad Lowrev 218-260-6445

clawrey@proctor.k12.mn.us

Holdingford Public School - MN

School Bus

2024

Roney Ebnet 320-248-1289

Rodney.ebnet@isd738.org

#### **Performance & Capability**

#### 1. What has motivated your company to respond to our solicitation? What aspects of our organization or solicitation captured your interest?

After meeting with Joni Puffett and Amy Lohse it became obvious to us that working together, we could provide customers great value under this contract!

#### 2. What are your company's expectations in the event of an award?

Our expectation is that we will be provided the opportunity to provide customers great value and pricing! We strive at being the one stop shop for all our customers' needs

#### 3. Are there any participating agencies (govt., education, non-profits, etc.) you will NOT be serving through the proposed contract?

No -the only exception do to dealer license - customers not within the state of MN would be able to purchase products from us but would need to pick up at one of our Minnesota locations.

#### What differentiates your company from your competitors? Describe your differences regarding sales, service. installation, technology, and product line, or any key employees.

I see our number one difference is our integrity – we are open and honest with our conversations and have a TRUE passion about helping our customer succeed. Our Team meets regularly to discuss the best ways to provide our customers with the very best experience.

#### 5. What is your average lead time in delivering on the products or services included in your proposal?

Current ordering timelines for NEW buses are long averaging around 12 months - should a customer have to place an order. due to not having a unit on hand or in stock that would fill their needs, our sales staff work closely with the customer to assure their expectations are met and order is placed that would fulfill the customer's needs. Our sales staff follow the order from start to finish.

All used or stock product can be purchased in a much shorter time frame. Typically within 2 weeks of approval.

#### Describe your company's customerservice/problem resolution process. Include hours of operation, number of services, modes of contact, etc.

Current hours of operation are 8:00 am till 5 pm Monday thru Friday

Modes of contact - phone, email, messenger, and text

Problem resolution - Jason Anderson (owner), Justin Robertson (operations manager) and Randy Johnson work closely with customers to assure that any and all issues are handled with great integrity. Our number one goal is to have open honest communications that lead to beneficial relationships. Each sales person meets each week with Jason/Justin/service advisor/parts lead person to discuss customers issues and follow them until resolved.

## 7. How does your company plan to utilize this contract? How will you educate and train company personnel on the contract terms and conditions, details, and promotion of the contract?

All training for this contract will come from Randy Johnson who will ensure that the sales staff are using this contract to its fullest availability.

We plan to utilize this contract in every case we can – this will become part of our sales staff's discussion with customers. If they are a part of your organization then we will work with them to utilize our products and services under this agreement.

#### 8. From your perspective, what is CPC's role in promoting a contract resulting from this solicitation?

Please add our name and logo when appropriate - Please let us know of any services you offer in this area

9. Provide any additional information relevant to your company's performance and capability as it relates to this RFP.

N/A

#### **Products, Service & Pricing**

- 1. Indicate the level of competitive pricing that your company will offer on this contract category.
- XX Pricing is better than what is offered to individual agencies.
  - Pricing is better than what is offered to cooperative agencies.
- XX Other, please describe

#### If OTHER, describe how the pricing submitted differs from individual entities or other purchasing consortiums:

C Pricing under this contract will be the same as is offered under Minnesota State Purchasing contract – under this law we cannot go below this pricing

## 2. Detail how your school buses are certified as pre-owned. Is it through a manufacturer or dealer program? Specify the certifying entity and program name.

Each bus is gone through by our service department for a full inspection – everything on the Minnesota's State DOT inspection manual is covered. (SEE ATTACHED INSPECTION MANUAL) upon completion we put a "interim sticker" in the left windshield – this covers the customer until their next inspection. School buses are inspected by the state patrol every year.

3. Do you provide a full inspection report for the bus being sold? If yes, include a sample or blank inspection checklist with your response, labeled as Exhibit C.

See above – we do not provide a report but do provide a sticker indicating we have the bus up to state level.

#### 4. Will the certified pre-owned school buses be sold with a documented odometer disclosure?

YES - on title

## 5. Are full maintenance and service records available for review? Do they include both routine and non-routine maintenance?

Typically, the customer who sells the bus keep the records for state inspection needs. Should a copy be needed we could attempt to get.

6. Describe the safety features and innovations present in the certified pre-owned school buses offered in your proposal. Include details on how your company ensures these buses meet current local and federal safety regulations, including ADA compliance where applicable. Explain any steps taken to inspect, upgrade, or certify safety features prior to resale.

ALL ADA (lift buses) need to go through the above state interim inspection AND a full state patrol inspection of the lift and ADA equipment prior to being used on any route. (see specs in school bus inspection manual attached) At time of delivery the customer will be assured all of these requirements have been met by looking at the state inspection stickers.

7. Describe the process and extent to which certified pre-owned school buses can be customized to meet the specific needs and requirements of a participating agency.

We are able to do a large number of customizations to include any body changes as we also own and operate a full line body shop – Hoglund Body and Equipment out of Monticello MN

At time of sale our sales staff will discuss items like – full underbody coating, upgraded tires, and any other items the customer may want.

#### 8. Do you offer after-sale support or other services for agencies with specific needs?

YES! We offer service at all 3 locations, have a body shop and by years end will have increased our parts offerings by 4 times the amount – opening a full parts store at our new Big lake location

#### 9. What financing or leasing options are available?

YES – we offer lease, lease to own – all finance offers are run past a number of lending organizations to find the very best rate for the customer. If they have a local bank of choice, we also work with them.

#### 10. Does your company allow for vehicle trade-ins? If so, describe the process of trading in a vehicle.

YES – the trade in process starts with a staff person filling out the used bus condition form ( see attached ) – Jason and Randy review the information sent along with any pictures. Using the same process we use for setting sales price. Kelly Blue book and 5 years of sales. Once the value is arrived we review the typical length of time a bus like this is on the lot before sale ( we use this to determine cost of interest). From that point we set our sale price.

#### 11. How will participating agencies verify they are receiving contract pricing?

It will be listed on the Buyers order and invoice from us

12. Describe your warranty and warranty process for all products and services, including coverage available for certified pre-owned vehicles that are no longer covered by a factory warranty. Specify whether third-party warranties or extended coverage options are available.

For vehicles that currently have warranty coverage – we cover this work at our 3 locations – Big Lake, Lake City and Detroit Lakes MN. All locations follow the manufacturers process for all warranty claims. We currently do not have a warranty program for our used buses that are now not covered as the warranty period has elapsed.

## 13. If applicable, describe your return policy for certified pre-owned buses, including any restocking fees, inspection requirements, or limitations.

Should the customer decide at delivery that the bus is not correct – they would work with the sales staff to determine if there is another bus that would work and if not we would not process the payment.

## 14. Describe your company's allowed methods for payment and if any fees are assessed for those methods. Also describe how your company works with agencies to determine payment terms.

We accept payment at delivery by check, or money order and Direct wire transfer from bank

## 15. Describe any self-audit processes or programs your company uses—or plans to use—to ensure ongoing compliance with the terms and conditions of your anticipated contract with CPC.

Four times a year we do an audit of 40% of all sales to review accuracy, pricing and quality. This along with the fact all contract orders and purchases will be reviewed by Randy Johnson assures the best bang for the buck to all our customers

### 16. Provide any additional information relevant to your company's products, services, or pricing as it relates to this RFP

We offer full training at delivery of all items on the bus.

#### **Value Add**

In addition to discounted pricing, does your company offer any added value or benefits as part of this contract? Examples of value-added offerings may include: extended warranties, priority service, rebates, or access to special programs or incentives. If yes, please describe in detail and indicate whether any of these benefits are exclusive to CPC participants.

As we currently do not have a contract with you we have not determined what incentives would be best to offer. We currently have multiple sales programs offered at different times. An example would be – January of 2025 we ran an ad " all school buses sold 1/1/25 to 2/1/25 get free full undercoating.

We will work with you on what offerings would be best.

Our company is requesting an Exception and/or Deviation to the RFP documents.
Yes X No
If YES, complete the questions below:
1. List any additional stipulations and/or requirements your company requests that are not covered in the RFP.
NONE
<ul> <li>2. List any exceptions your company is requesting to the terms outlined in the Technical Specifications. (An example is provided in red below.) Respondents must include the following when requesting exceptions: <ul> <li>RFP section number and page number</li> <li>Describe the exception</li> <li>Explanation of why this is an issue</li> <li>A proposed alternative to meet the needs of participating agencies and the cooperative</li> </ul> </li> </ul>
NONE

RFP Section	Exception	Why This is an Issue	Proposed Alternative

### **Additional Requirements**

As required by CPC, please submit each of the following additional items as separate PDF documents, following the instructions provided below:

#### 1. Exhibit A - Authority to Resell Certified Pre-Owned School Buses

As defined in Part 1, all Suppliers must provide evidence of their authority to resell certified pre-owned school buses. This may include a:

- Dealer license
- Reseller permit
- Or similar business documentation

Suppliers must submit documentation for each state (MN, ND, SD) in which their company plans to conduct business.

#### 2. Exhibit B - Manufacturer Relationship (If Applicable)

As defined in Part 1, if the Supplier proposes to offer manufacturer-certified pre-owned school buses, it must provide documentation demonstrating its relationship with the applicable manufacturer(s). Acceptable forms of documentation may include, but are not limited to:

- A current dealer or distributor agreement
- A letter of authorization
- Certification of participation in a manufacturer-backed Certified Pre-Owned (CPO) program
- Any documentation verifying access to manufacturer-certified inventory, training, parts, and service support

This requirement is only applicable if the Supplier is representing manufacturer-certified CPO vehicles. Suppliers offering non-manufacturer-certified inventory are not required to submit this documentation.



## Part 4: Forms & Signatures RFP #25.16 Certified Pre-Owned Buses

#### **Instructions**

Contained herein are forms and information required by the Cooperative Purchasing Connection (CPC). Please note, while some information is merely informational, some will be used during the evaluation and vetting process.

To submit the <u>required forms</u>, follow these steps:

- 1. Read the document in its entirety.
- 2. Complete all questions and forms.
- 3. Save all pages in the correct order to a single PDF format titled "Forms & Signatures Name of Company".
- 4. Submit the forms in the required format with all necessary signatures in Public Purchase.

#### The following sections will need to be completed prior to submission:

- 1. Contract Offer & Award
- 2. <u>Uniform Guidance "EDGAR" Certification Form</u>
- 3. Subcontractor Utilization Form



#### **Contract Offer & Award**

Business Name United Bus Sales

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

#### Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

Date 6/23/25

Address	17102 US HWY 10 SE	City, State, Zip	Big Lake MN 55309
Contact Person	Randy Johnson	Title	Sales
Authorized Signature Email	Randy Johnson randy@unitedbussales.com		Sales 320-447-7817
the products a specifications, e months and will	o the identified proposal is hereby accepted. nd services identified within this solicitat exceptions, and amendments. The initial ter l commence on the date indicated below. Th (1) additional 24-month period. CPC may gr	ion, your resp m of this contr ere will be an	oonse, including all terms, conditions, ract shall be for up to twenty-four (24) optional renewal for a period lasting no
Agency		Authorized Signature	
Name		Title	
Awarded this	day of	Contract #	
Contract/Agreen	nent to Commence		

## EDGAR Certification Form 2 CRF Part 200

## REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR 200

The following provisions are required and apply when federal funds are expended by participating agencies for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

#### (A) Supplier Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Supplier default and legal remedies are included in Sections I.K.18 and I.K.19 above. Any contract award will be subject to such provisions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

#### (B) Termination for Cause and for Convenience

Pursuant to Federal Rule (B) above when federal funds are expended by participating agencies, the participating agency reserves all rights to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by the Supplier, in the event the Supplier fails to" (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The participating agency reserves the right to terminate the contract immediately, with written notice to Supplier, for convenience, if the participation agency believes, in its sole discretion that it is in the best interest of the participating agency to do so. The Supplier will be compensated for work perform and accepted and goods accepted by the participating agency as of the termination date if the contract is terminated for convenience of the participating agency. Any award made under this procurement process is not exclusive and the participating agency reserves the right to purchase goods and services from other Suppliers when it is in the best interest of the participating agency.

#### (C) Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### (D) Davis Bacon Act

When required by Federal program legislation, Supplier agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Supplier shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Supplier is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, the Supplier shall pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by

the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Supplier must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### (E) Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### (F) Right to Inventions Made Under a Contract or Agreement

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### (G) Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### (H) Debarment and Suspension (Executive Order 12549 and 12689)

A contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Suppliers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by participating agencies, the Supplier certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, the Supplier certifies that it is compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriated tiers and that all subrecipients shall certify and disclose accordingly.

#### (J) Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### (K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

A participating agency is prohibited from obligating or expending funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services products or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### (L) Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For the purpose of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$250,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, the Supplier agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier agrees that the total price, including profit, charged by the Supplier to the participating agency shall not exceed the awarded pricing.

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Supplier further certified that Supplier will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending maters are closed.

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by participating agencies for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conversation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

#### CERTIFICATION OF NON-COLLUSION STATEMENT

Supplier certifies under penalty of perjury that its responsible to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Pursuant to Federal Ruling, when federal funds are expended by participating agencies, the Supplier hereby certifies that during the term of an award for all contracts by participating agencies resulting from this procurement process, Supplier certifies compliance will all provisions, laws, acts, regulations as specifically noted above. The Supplier agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

<b>Business Name</b>	United Bus Sales	Authorized Signature	Ranay Johnson
Full Name	Randy A Johnson	Title S	Sales

## **Subcontractor Utilization Form**

**Instructions:** List all subcontractors to be used during the performance of this contract. Submit additional forms if needed.

Solicitation Name: NC	DNE
Solicitation Number:	
Supplier Name:	
If a subcontractor will not b	pe used, check this box:
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Contact:	
Services to be provided:	
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Contact:	
Services to be provided:	
Company Name:	
Street Address:	
City, State, Zip:	
Telephone:	
Primary Contact:	
Email Address of Contact:	
Services to be provided:	

# STATE OF MINNESOTA

# Dealer License Certificate

DEALER NUMBER:

DLR39482

EXPIRATION:

31-Dec-2025

Address:

Name:

UNITED SALES INC

Dealer Type:

Additional Location:

UNITED BUS SALES INC

16676 197TH AVE NW STE B

BIG LAKE MN 55309-4863

Franchise(s):

METROLINK

DRW2

H L Enterprise Inc

Endera made by Endera Corp

STARCRAFT

SRWI

GM DRW 5 BUS

Collins Bus

Owners/Officers:

MONIQUE M HOGLUND BERGAN JASON M ANDERSON HEATH W HOGLUND RACHEL L HOGLUNDKLEIN





#### **USED BUS CONDITION REQUEST**

Owner	Current Inspection: Y or N
Fleet Number	All Recalls Completed. Y or N
Chassis	Body
ChassisYearMileage	Type: A B C D
	Capacity:
Engine HP	1 7
Any Engine Issues	Body Damage:
Transmission	Rody Pust
Any Trans. Issues	Body Rust:
	Is Paint Faded: Y N
Brakes: HYD AIR	Is Hood Chipped: Y N
Wheel Type: HUB SPOKE Tire Size	Windshield Pieces: 1 2 3 4
Tire Condition: Front% Rear%	Luggage Compartments:
Will current tires be on bus when traded:	LH: Single or Double
Y or N	RH: Single or Double
Heated Mirrors: Y	Seat Belt Ready Frames Y N
Front Tow Hooks Y	Seat Belts Y N
Rear Tow Hooks Y	Seat Belts 1 10
Electric Door Y	Webasto Heater Y N
Vandal Lock Front Rear	Additional Options:
Tinted Windows Y	
White Roof Y	
Full Length Acoustic Headliner Y	Lift Bus: Front Rear
Front and rear A/C Y	Lift Brand: Braun Ricon
Shoulder Pads Y	Qty of Restraints:
	Please Rate Bus: 1-3 4-7 8-10
# of P/O Windows:	Explain
# of Roof Hatches:	1
# of damaged seat covers:	
Plywood floor: Y N	VIN#
Floor: Black Tan Grey Other	Body Number
•	Build Date
Child Check System Y	
	What date will a decision be made:
Heaters: RearMid	Month: 1 2 3 4 5 6 7 8 9 10 11 12
Driver's Seat:	Week: 1 2 3 4
AM/FM stereo: MP3 Cass CD PA	Date Available:
Total Speakers: 4 6 8	DID WOLLDED DAYS
Interior Light Monitor: Y	DID YOU SEE BUS: Y N
Skirt Length 16" 19" 26"	Salesperson:
TRADE VALUE:	Allowance:
Initials: Date:	Initials: Date:

### Minnesota Department of Public Safety

Office of Pupil Transportation Inspection Manual



#### **Abstract**

In 1971, the Departments of Education and Public Safety aligned with a mutual goal of improving and maintaining student transportation safety. As this goal evolved through the years, the State Patrol created the Office of Pupil Transportation based on a 2008 legislative study. The Office was established to create a healthy oversight to carry the goal of safety into the future. The legislative study reiterated the importance of conducting annual, random, and post-crash inspections. The school bus inspection manual – developed and updated with revisions – provides the essential path to compliance with all applicable school bus safety standards.

Lieutenant Brian Reu, Director brian.reu@state.mn.us



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#### Introduction

This manual is an in-depth guide for navigating the vast number of requirements a school bus dealer, school district, school bus contractor, or State Patrol school bus inspector must use to ensure the safety of all school buses operated within the state of Minnesota. State statutes and rules, along with federal laws, govern school bus design, manufacture and operation for the purpose of assuring the safe transportation of schoolchildren.

The Department of Public Safety has the primary responsibility for school transportation safety. To oversee school transportation safety, the commissioner of public safety or the commissioner's designee shall serve as director of pupil transportation. The law assigns the responsibility of annual school bus inspections to the Minnesota State Patrol.

This manual was established in accordance with Minnesota Statutes, section (MSS) 169.4501, subdivision 3, requiring the State Patrol to develop inspection procedures based on the national standards and Minnesota standards adopted by applicable state statutes. The State Patrol uses the manual as the basis for inspecting buses as provided in MSS 169.451.

Chapters 1 through 10 contain the school bus standards and inspection procedures that apply to Types A, B, C, D and Type III school buses, along with multi-function school buses. In Chapter 11, you will find the School Bus Recommended Out-of-Service Criteria from the most recent edition of the National School Transportation Specifications and Procedures adopted by the National Congress on School Transportation.

The manual is organized predominately in alphabetical order, with the exception of standards, which are presented first. The standard acts as the overarching authority related to a given component. Sources are cited throughout the manual, with an exception: The majority of the school bus standards are adopted from the National School Transportation Specifications and Procedures (NSTSP). If a particular chapter/section is absent of any state or federal law citation, it is safe to assume the source is the NSTSP adopted through MSS 169.4501. If multiple laws (state or federal) are cited, MSS 169.4501 will also be cited (when applicable) to ensure the reader has a full comprehension of the applicable law(s)/standard(s).

The manual is organized in an outline format. The order is number, letter, number and so forth. Reading left to right, the first number indicates the chapter, followed by the section letter and paragraph number(s). This designation will mirror the violation code on the Driver/Vehicle Examination Report (DVER) when an equipment deficiency is documented.

The National Congress on Student Transportation updates the NSTSP every five years. The state legislature adopted the NSTSP as listed.

Session	Effective Date	Session	Effective Date
1990	January 1, 1995	2010	January 01, 2023
1995	January 01, 1998	2015	July 01, 2017
2000	November 01, 2004	2020	No session
2005	January 01, 2008		

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Effective dates varied prior to 2017, at which time the Minnesota legislature amended MSS 169.4501, subdivision 2(b), which now states the standards apply to school buses manufactured after Aug. 1 of the year following a year in which a revised edition of the NSTSP is adopted. Buses complying with the standards when manufactured need not comply with standards established later, except as specifically provided for by law.

MSS 169.4501, subdivision 2(c) states a school bus manufactured on or before the date provided by paragraph (b) must conform to the Minnesota standards in effect on the date the vehicle was manufactured, except as specifically provided for in law.

For complete statutory or rule language, review the applicable laws/rules below.

#### State Law/Rule:

- o MSS 168 Registration Highway Traffic Regulation Act
- o MSS 169 Traffic regulations
- o MSS 171 Driver's license law
- o MSS 299A Wheelchair securement devices
- o MN Rule 7470 School bus operations adopted pursuant to MSS 169.449, subdivision 1
- MN Rule 7414 School bus driver qualifications

#### ❖ Federal Law:

- o 49 CFR 571 (FMVSS) establishes manufacturing standards for vehicles
- 49 CFR 570 establishes vehicles inspections standards

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#### Terminology

ANSI American National Standards Institute

CFR Code of Federal Regulations

CVSA Commercial Vehicle Safety Alliance

DVER Driver/Vehicle Examination Report

FMVSS Federal Motor Vehicle Safety Standards

When searching for the actual FMVSS regulation, you'll find FMVSS filed under Title 49 of the Code of Federal Regulations in Chapter 571, followed by the section number. An example is wheelchair lift requirements – 49 CFR 571.403. When cited in this manual, it will be listed as

FMVSS 403.

GVWR Gross Vehicle Weight Rating

MFSAB Multi-Function School Activity Bus

MSS Minnesota State Statute

NCST National Congress on Student Transportation

NSBY National School Bus Yellow

NSTSP National School Transportation Specifications and Procedures

OEM Original Equipment Manufacturer

SAE Society of Automotive Engineers

SBIM School Bus Inspection Manual

SBMTC School Bus Manufacturers Technical Council

WTORS Wheelchair Tiedown and Occupant Restraint System

Revised July 2024

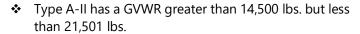
#### Vehicle Descriptions

A school bus (MSS 169.011, subdivision 71) means a motor vehicle used to transport pupils to or from a school defined in MSS 120A.22, or to or from school-related activities, by the school or a school district, or by someone under an agreement with the school or a school district. A school bus does not include a motor vehicle transporting children to or from school for which parents or guardians receive direct compensation from a school district, a motor coach operating under charter carrier authority, a transit bus providing services as defined in MSS 174.22, subdivision 7, or a vehicle otherwise qualifying as a Type III vehicle under paragraph 5, when the vehicle is properly registered and insured and being driven by an employee or agent of a school district for nonscheduled or non-regular transportation. A school bus may be a Type A, B, C, D, or Type III as follows:

#### 1. Type A School Bus

This is a van conversion or bus constructed on a van-type or cutaway front section vehicle with a left-side driver's door. This definition includes two Type-A classifications:







This is constructed utilizing a stripped chassis. The entrance door is behind the front wheels. This definition includes two classifications: type B-I, with a GVWR less than or equal to 10,000 pounds; and type B-II, with a GVWR greater than 10,000 pounds.



#### 2. Type C School Bus

This is constructed using a chassis with a hood and front fender assembly. The entrance door is behind the front wheels. It also includes a cutaway truck chassis or truck chassis with cab, with or without a left side door, and has a GVWR greater than 21,500 lbs.



Large, transit-style bus with an entrance door in front of the front wheels. The engine is not located in front of the windshield, and is often in the rear.







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#### 4. Type III Vehicle

This type of vehicle is restricted to passenger vehicles and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a GVWR of 10,000 lbs. or less. A Type III vehicle must not be outwardly equipped and identified as a Type A, B, C, or D school bus. A van or bus converted to a seating capacity of 10 or fewer people must have been originally manufactured to comply with the passenger safety standards.

Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.





#### 5. Head Start Bus

Per MSS 169.011, subdivision 34, Head Start bus means a motor vehicle used to transport children and parents to or from a Head Start facility, or to or from Head Start-related activities, by the Head Start grantee, or by someone under an agreement with the Head Start grantee. A Head Start bus may be a type A, B, C, or D bus.

A Head Start bus manufactured after December 31, 1994, must meet the same standards as a type A, B, C, or D school bus, except that a Head Start bus is not required to be equipped with the warning signals required for a school bus. A Head Start bus that is not equipped as a school bus must be painted colors other than national school bus yellow.

A type III vehicle cannot be used as a Head Start bus.

#### 6. Multi-Function School Activity bus (MSFAB)

A "multi-function school activity bus" is a school bus that meets the definition of a multifunction school activity bus in Code of Federal Regulations, title 49, section 571.3. A vehicle that meets the definition of a type III vehicle is not a multifunction school activity bus.

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#### Vehicle Registration

#### Types B, C and D Buses

Types B, C and D school buses may be registered in any of the following applicable classes: school bus (SB), bus (BY), tax-exempt or apportioned.

For first-time use, a pre-registration certificate is required as outlined on page 14 under <u>Certification</u>. Tax-exempt plates require the name of the political subdivision on both sides of the bus as required by <u>MSS</u> <u>168.012</u>. Bus license plates (BY) require the name of the charter operator displayed on both sides of the power unit as required by <u>MSS 221.031, subdivision 6</u>.

#### **Charter/Non School Bus Transportation**

Buses used on charter/non-school bus transportation trips must have bus (BY) or apportioned (AP) license plates and conform to lettering requirements including the covering of the word "school" in school bus. Buses with passenger or apportioned license plates must conform to the federal equipment requirements. Tax-exempt plates may only be used by the school district that owns the school buses to provide their own transportation. Contractors are prohibited from using tax-exempt license plates.

School buses are exempt (MSS 221.025) from the motor carrier of passengers permit (MSS 221.0252), provided all the following criteria are met:

- 1. The passengers are students.
- 2. The students are going to or from school-sponsored activities.
- 3. The bus is a school bus that has been inspected and certified as a school bus by the State Patrol pursuant to MSS 169.451.

A charter trip means carrying passengers other than students/non-school functions. Charter trips require operating authority and are subject to all Minnesota Motor Carrier laws under MSS 221 and rules adopted therein – Exception MSS 123B.88 subdivision 9.

A school bus providing transportation across state lines is subject to all Federal Motor Carrier Safety regulations (49 CFR, Parts 390-399), unless transporting only schoolchildren and/or school personnel from home to school and from school to home.

#### Type A Buses

Requirements for Type A school buses are the same as those for Types B, C and D, except that those with a manufacturer's rated capacity of 15 passengers or fewer including the driver may not register as a bus (BY). Those used in charter operations must register in the passenger car class.

#### Type III Buses

A Type III bus can only be registered in the following registration classes:

- 1. Tax exempt: Those of political subdivisions.
- 2. School bus (SB): Those vehicles used exclusively for student transportation.
- 3. Passenger automobile license plates.
- 4. Bus Plates (BY): Every motor vehicle certified by the Department of Transportation as a special transportation service provider vehicle and receiving reimbursement as provided in MSS <u>256B.0625</u>, <u>subdivision 17</u>, and used a Type III bus.

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#### Driver's License

A class A or B commercial driver's license (CDL) with school bus and passenger endorsements are required when driving a school bus with a GVWR of 26,001 lbs. or more. A properly endorsed class C CDL is required when the GVWR is less than 26,001 lbs., but the manufacturer's rated seating capacity is 16 or more, including the driver. A driver must be medically qualified as required by MSS 171.321, subdivision 2.

#### Type A Buses

One of two licenses will be required when operating a Type A-I or Type A-II school bus. This is dependent on the transportation use.

- A class D license is permissible when driving a Type A-I school bus. The school bus must be used
  exclusively as an activities bus meeting the requirements of MSS 171.02, subdivision 2(a). This
  includes a manufacturer's rated capacity of 15 passengers or fewer, including driver, and a GVWR
  of 14,500 lbs. or less.
- 2. A minimum of a class C license with a school bus endorsement is required when driving a Type A-II school bus. It is required when providing home-to-school or school-to-home transportation.

#### Type III Buses

A class D driver's license is required for a driver of a Type III school bus. The driver must meet the requirements outlined in MSS 171.02, subdivision 2(b).

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#### Certification

A school bus shall not be used to transport students unless it displays a current annual or interim certificate.

#### New School Buses—Types A, B, C and D

A pre-registration certificate is required of a new school bus being registered for the first time in Minnesota. The two-part form required by MSS 168.102 must state the school bus complies with Minnesota school bus standards. Part one applies to the chassis dealer, and part two applies to the body dealer. The body dealer may certify both the school bus chassis and body by signing both forms if they so choose.

#### Used School Buses—Types A, B, C and D

A used school bus that is sold to be put into service in Minnesota, must conform to the school bus standards in effect on the date of manufacture.

If a school bus certificate is not present or is expired, the State Patrol must inspect and certify the school bus meets the applicable minimum school bus standards for design, color and equipment before issuing a certificate.

#### **Specially Equipped Bus**

A specially equipped bus must be inspected and certified by the State Patrol before it can be used to transport occupants requiring the use of a Wheelchair Tie Down and Occupant Restraint System (WTORS).

#### Type III

A Type III vehicle put into service as a school bus must obtain an interim inspection from a dealer or be certified by the State Patrol before first use.

#### **Broken Windshields or Damaged Stickers**

If a certificate becomes damaged, or a windshield must be replaced, contact the regional inspector and provide them with the vehicle information and a new certificate will be supplied.

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#### Certificate Types

#### **Interim Certificate**

The interim certificate is issued to an authorized school bus dealer for placement on a new school bus or buses operated in Minnesota.

The dealer must certify to the state of Minnesota by means of a pre-registration certificate, before registration plates are issued, that the bus meets Minnesota Minimum School Bus Standards. The interim certificate (Fig. 1) is placed on the lower left front corner of the windshield. The interim certificate must include the date of inspection and must be valid until the owner's next scheduled annual inspection, but must not be valid for more than 12 months following the month of initial inspection.



Figure 1. Exterior View



Figure 1. Interior View

#### **Rejection Sticker**

A school bus on which has been discovered one or more defects described in the NSTSP out of service criteria, shall be deemed unsafe for the transportation of school children. A rejection sticker (Fig. 2) will be placed on the lower left corner of the windshield. The sticker shall be removed only upon authorization from a member of the State Patrol who has determined that all defects have been corrected. Pending re-

inspection and certification of the vehicle by a member of the State Patrol, a bus bearing a rejection sticker may be used to transport students for up to 30 days provided the defects have been corrected and the vehicle examination report is signed by the owner or a designee certifying that all defects have been corrected. The signed report shall be carried in the first aid kit on the bus.

A defect discovered during an inspection that was identified during a previous inspection but has not been corrected results in a failed inspection. A rejection sticker shall be affixed to the lower left corner of the windshield.

It is
unlawful to
transport school
pupils in this vehicle
unless equipment defects
have been corrected and
corrections certified by the
Owner/Designee's signature upon the
School Bus Inspection Report which
must be carried in the First Aid Kit in this vehicle.

Figure 2 Exterior View

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#### **School Bus and Wheelchair Securement Device Certificate**

A school bus that has had an inspection completed in which no out-of-service defects were identified is deemed to have passed the inspection and an inspection certificate (Fig. 3) shall be affixed to the lower left corner of the windshield. All defects identified must be repaired within 14 days of the inspection. The person completing the repairs shall sign and date the inspection report indicating the repairs were made. The inspection report must be retained at the principle place of business of the carrier or school district for 12 months following the inspection and must be available for review by a representative of the commissioner of public safety.

If applicable, the inspector will indicate the number of approved wheelchair securement device(s). If additional securement devices are placed in the vehicle, the vehicle must be re-inspected to ensure the devices meet the inspection criteria.



Figure 3. Exterior View

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#### Inspections

#### **Scheduled**

All school buses will be inspected on an annual basis by the State Patrol pursuant to MSS 169.451. School bus inspectors shall schedule annual inspections with school districts and fleet operators, as well as reinspections to verify correction of deficiencies.

#### Unscheduled

Inspectors may conduct unscheduled or unannounced spot checks of any school bus at the location where a bus is kept when not in operation. All such inspections will be completed in accordance with MSS 169.451.

#### Roadside

Unannounced destination/roadside inspections may be conducted. One or more defects that would render the vehicle out of service during an annual inspection will not place the school bus out of service, unless a similar defect is listed in the Commercial Vehicle Safety Alliance (CVSA) out-of-service criteria. School buses should be inspected at a safe location.

#### **Inspection Criteria**

All inspections will be performed in accordance with this manual. Established criteria should be followed to assure uniform inspections statewide. Updates to the manual will be issued as needed by law changes, new products or interpretations. The manual is designed to indicate the criteria and procedures for all inspections. When there are definitive changes to a standard, the manual indicates criteria for before and after the effective date. In general, buses will meet the criteria effective on the date of manufacture. This does not prohibit updating older buses to newer standards, provided the update does not lessen the prevailing standard at time of manufacture.

#### **Rule or Law Interpretation**

Questions of laws, rules, inspection procedures or inspection criteria may be presented to the area school bus inspector, chief inspector or state pupil transportation safety director.

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#### First-Time Inspection

During the first-time inspection by the State Patrol or a school bus dealer, each item will be checked for conformity to the school bus design standards in MSS 169.4501 through 169.4504 or 169.454. The first-time inspection criteria will be based on a certified/not certified designation. All items found to be non-compliant must be corrected before a certificate is issued. A school bus must not be used until it displays either a current interim or annual certificate.

Wheelchair-equipped school buses must undergo an inspection by the State Patrol prior to transporting passengers requiring the use of a mobility aid per MSS 299A.14.

#### Interior Inspection Items

ltem	Violation Code		Item	Violation Code
Aisles/Exits Obstructed	1.A	ΠМ	Airror (Interior)	1.Q
Body Condition	1.B	□ Sa	afety Equipment – Body Fluid Kit	7.A
Brakes – Service	2.A	□ Sa	afety Equipment – Seat Belt Cutter	7.C
Brakes – Parking/Emergency	2.A and 2.F	□ Sa	afety Equipment – Triangle Warning Devices	7.D
Defroster/Heater	1.E	□ Sa	afety Equipment – Fire Extinguisher and First Aid Kit	7.B
Dimensions (Interior Height)	1.D	□ Se	eating Design & Installation	1.S
Doors	1.F	□ St	teering Wheel	3.L
Emergency Exits	1.G	□ St	teps	1.U
Firewall Openings	1.H	□ St	torage Compartment	3.N
Floor Construction	1.I	□ St	tudent Pedestrian System	8.B and 8.D.1
Handrail(s)	1.J	□ Su	unshield	1.V
Hazardous Protuberance/Sharp Edge(s)	1.K	□ Tr	ransmission (Gear Shifter)	3.R
Horn	3.K	□ Tv	wo-Way Communication	7.E
Instruments/Instrument Panel	1.L	□ту	ype III	10
Insulation	1.M	□ Ve	entilation	1.X
Interior Cleanliness/Loose Objects	1.N	□ w	Vindows and Window Glass	1.Z
Lamps/Signals (Interior)	5.P-5.W	□ w	Viring	3.E.6
Lettering/Markings – Recording Device Notice	6.A			
Specially	<b>Equipped S</b>	chool	l Buses (SESB)	
SESB – Aisles	9.A	□ SE	ESB – Special Entrance	9.F
SESB – Identification (International Symbol)	9.C	□ SE	ESB – Special Service Entrance Door(s)	9.G
SESB – Occupant Restraint	9.D	□ SE	ESB – Support Equipment and Accessories	9.H
SESB – Two-Way Communications	9.1	□ SE	ESB – Wheelchair Tiedown/Occupant Restraint System (WTORS)	9.J

#### **Exterior Inspection Items**

ltem	Violation Code		ltem	Violation Code
Body Condition	1.B		Mirrors (Exterior)	1.P
Bumpers	3.B		Rub Rails	1.R
Brakes – Drums and Rotors	2.E		Stirrup Steps	1.U.1
Color (Body, Rub Rails, Bumper)	4		Storage Compartment	3.N
Dimensions – Length and Width	1.D		Student Pedestrian System	8
Doors	1.F		Tires/Traction	3.0
Emergency Exits	1.G		Towing Attachments Points	3.Q
Exhaust System	3.G		Trailer Hitch Receiver	3.P
Fenders (Front)	3.H		Ventilation	1.X
Firewall Openings	1.H		Wheel Bearings/Hubs	3.S
Hazardous Protuberance/Sharp Edges	1.K		Wheel Fasteners	3.T
Lamps/Signals (Exterior)	5.A-5.O		Wheel Housing	1.Y
Lettering/Markings – Prohibited Lettering	6.B		Wheels	3.U
Lettering/Markings – Reflective Material	6.G		Windows and Window Glass	1.Z
Lettering/Markings – School Bus Signs/ Identification	6.C and 6.D		Windshield Wipers	1.Z.2
Lettering/Markings – Tax Exempt Buses	6.F		Windshield Washer System	1.Z.3
Metal Treatment	1.0			
Specially	<b>Equipped S</b>	cho	ol Buses (SESB)	
SESB – Annual Certificate	9.B		SESB – Ramp	9.E.4
SESB – Identification (International Symbol)	9.C		SESB – Special Entrance	9.F
SESB – Power Lift	9.E		SESB – Special Service Entrance Door(s)	9.G

#### Undercarriage/Under-the-Hood Inspection Items

Item	Violation Code	ltem	Violation Code
☐ Body Crossmembers/Floor Sills	1.C	☐ Fuel System/Fuel Tank	3.J
□ Body Mounting	3.A	□ Horn	3.K
□ Brakes – Air/Hydraulic	2.B and 2.C	□ Steering	3.L
□ Brakes – Hoses	2.A, 2.B.3, and 2.C.1	□ Storage Compartment	3.N
□ Brakes – Parking/Emergency	2.A and 2.F	□ Suspension	3.M
□ Brakes – Service	2.A, 2.D and 2.E	□ Trailer Hitch Receiver	3.P
□ Differential	3.C	□ Transmission	3.R
□ Driveshaft	3.D	□ Type III	10
□ Electrical System	3.E	□ Undercoating	1.W
□ Exhaust System	3.G	□ Wheel Housing	1.Y
☐ Firewall Openings	1.H	□ Wiring	3.E.6
□ Frame	3.I		

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#### 1. Body

#### Item/Method of Inspection

#### 1.A. Aisles and Exits Obstructed

- ❖ MSS 169.447 and 169.4501
- **❖** FMVSS 217
- A. All emergency exit doors shall be accessible by a 12-inch minimum aisle. The aisle shall not be obstructed at any time by any type of barrier, such as a wheelchair or tie-down, cargo or seat unless a flip-up seat is installed and occupied. A flip-up seat in the unoccupied/raised position shall not obstruct the 12-inch minimum aisle to any side emergency exit door. The track of a track seating system is exempt from this requirement.
- B. Measure aisle width and seat backs for compliance with aisle requirements.
- C. The minimum clearance of all bus-length aisle widths, including the aisles or passageway between seats leading to the emergency door, must be 12 inches. Aisle supports of seat backs must be slanted away from the aisle sufficiently to give aisle clearance of 15 inches at the top of the seat backs. This applies to buses manufactured prior to Jan. 1, 2013.
- D. An emergency door opening must be a minimum of 24 inches wide by 45 inches high for Types B, C and D, and 22 inches wide by 45 inches high for a Type A school bus.

#### 1.B. Body Condition

Visually inspect the body exterior to ensure that there is not any panel, access door(s), rub rail or trim that is loose, torn, dislocated or protruding from the surface of the bus that creates a hazard.

#### 1.C. Body Crossmembers/Floor Sills

- **❖** 49 CFR 393.201
- A. Inspect the underside of the body for damaged floor sills/body cross members, outrigger or other structural body supports.
- B. Inspect any area of the floor that is sagging, weak or damaged due to broken, damaged or loose body crossmembers.

#### 1.D. Dimensions

#### A. Interior Height

The inside body height must provide for 72 inches of headroom, measured metal to metal, at any point on the longitudinal centerline from front vertical bow to rear vertical bow. The inside body height of a Type A bus shall be 62 inches or more. Inside height measurement does not apply to air conditioning equipment.

Inside headroom measurement should be at least 71  $\frac{1}{4}$  inches measured at the centerline of the bus. Inside headroom measurement for a Type A bus should be at least 61  $\frac{1}{4}$  inches measured at the centerline of the bus.

#### B. Length and Width

A school bus shall not exceed 45 feet in length, nor exceed 102 inches (8 ½ feet) in width. Accessories such as mirrors, stop-arm(s), or other non-permanent body components/accessories are not included in the dimension's requirement.

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#### 1.E. Defroster/Heater Standard

- **❖** MSS 169.4501
- **❖** FMVSS 103
- A. Defrosting and defogging equipment shall direct a sufficient flow of heated air onto the windshield, the window to the left of the driver and the glass in the viewing area directly to the right of the driver to eliminate frost, fog and snow.
  - Note: The requirements of this standard do not apply to the exterior surfaces of double pane storm windows.
- B. All combustion-type heaters must be approved by the Federal Motor Carrier Safety Regulations. Portable heaters are not approved as outlined in the NSTSP.
- C. If a combustion-type heater is used, only a body manufacturer may complete the installation. Existing/operational school buses may have the installation completed by an authorized dealer or garage.
- D. All forced-air heaters installed by the body manufacturers must bear a name plate that indicates the heater rating in accordance with SBMTC-001. The plate shall be affixed by the heater manufacturer and shall constitute certification that the heater performance is as shown on the plate.

#### 1.E.1. Defroster Operation

- A. The defrosting system shall conform to SAE J381, Windshield Defrosting Systems Test Procedure and Performance Requirements—Trucks, Buses, and Multipurpose Vehicles.
- B. The defroster and defogging system shall be capable of furnishing heated, outside ambient air, except that the part of the system furnishing additional air to the windshield, entrance door and stepwell may be the re-circulating air type.

#### 1.E.2. Heater and Auxiliary Fan Operation

Any installed defroster, heater, or auxiliary fan(s) are required to work on either high or low. There is no requirement for both fan speeds to be operational.

#### 1.F. Doors: Service Entrance

- A. All Type A school buses manufactured on or after Jan. 1, 2008, and all Types B, C and D school buses shall have an entry door with a minimum horizontal opening of 24 inches and a minimum vertical opening of 68 inches. Type A school buses manufactured prior to Jan. 1, 2008, shall have a minimum opening area of 1,200 square inches.
- B. Buses manufactured on or after Jan. 1, 2008 shall have a split-type door that shall open outward.
- C. School buses manufactured prior to Jan. 1, 2008 may have a split- or jackknife-type service door. If a split-type door is used, the front section must open outward.
- D. The primary entrance door shall be located on the right side of the school bus, opposite and within direct view of the driver.
- E. In addition, buses may be equipped with a left-side entrance door located immediately behind the driver to be used exclusively for curbside loading/unloading on one-way streets.

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- F. Buses equipped with a left-side entrance door shall have a mirror mounted in the upper right corner of the interior of the bus so as to provide a clear view of the left side entrance door and stepwell.
- G. The entrance door shall be under the driver's control, designed to afford easy release and to provide a positive latching device on manual operating doors to prevent accidental opening. When a hand lever is used, no part shall come together that will shear or crush fingers. Manual door controls shall not require more than 25 pounds of force to operate at any point throughout the range of operation, as tested on a 10 percent grade, both uphill and downhill (see 1.G.2, Emergency Door Requirements if door is inoperable).
- H. On power-operated entrance doors, the emergency release valve, switch or device to release the entrance door must be placed above or to the immediate left or right of the entrance door and must be clearly labeled. The emergency release valve, switch or device shall work in the absence of power (see 1.G.2, Emergency Door Requirements if door is inoperable).
- I. Vertical closing edges shall be equipped with a flexible material to protect children's fingers. Type A school buses manufactured prior to Jan. 1, 2008 may be equipped with a chassis manufacturer's standard door.
- J. All entrance door glass shall be approved safety glass. The bottom of each lower glass panel shall not be more than 10 inches from the top surface of the bottom step. The top of each upper glass panel when viewed from the interior shall be not more than 3 inches below the interior door control cover or header pad (see <a href="1.7">1.7</a>, Windows and Window Glass).
- K. School buses manufactured after Dec. 31, 1994 shall have all door openings equipped with padding at the top edge of the opening. Padding shall be at least 3 inches wide and 1 inch thick and extend the full width of the door opening.

#### 1.F.1. Door Operation Defect(s)

- A. The student entrance door does not open or close properly;
- B. Door control handle does not lock in the closed position; or
- C. Door is equipped with a padlock or similar locking device (excludes interlock systems).

#### 1.F.2. Other Door Defect(s)

Every motor vehicle shall at all times be equipped with such parts (i.e., gasket) and equipment so arranged and kept in such state of repair as to prevent carbon monoxide from entering the interior of the vehicle.

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#### 1.G. Emergency Exits

- A. All emergency exits must meet the requirements of FMVSS 217. However, refer to the design standard (NSTSP) applicable at the time of manufacture for the required number of emergency exits.
- B. For buses manufactured on or after January 01, 2013, use the following tables to determine the required number and types of emergency exits to comply with this specification, based on the bus manufacturer's equipped seating capacity.
  - 1. Use **Table 1** if the bus contains a rear emergency door.
  - 2. Use **Table 2** if the bus contains a rear pushout emergency window AND a left side emergency door, as required by <u>FMVSS 217</u> for school buses without a rear emergency door.
  - 3. When using either Table 1 or Table 2:
    - a. Enter the table at the appropriate capacity and select the desired row from the options for that capacity.
    - b. A school bus will meet the requirements of this specification and the requirements of <u>FMVSS 217</u> if it contains the types and quantities of emergency exits listed on the row selected.
- C. The exposed area of the upper panel of emergency doors shall be a minimum of 400 square inches of approved safety glazing. If installed, all other glass panels on emergency doors shall be approved safety glazing.

<b>Table 1</b> Buses with Rear Emergency Door (All Front Engine Buses)					<b>Table 2</b> Buses with Rear Pushout Window and Left-Side Emergency Door (All Rear Engine Buses)									
By	s city	s city	°s city	°s city	Shall Have	And	d Shall Ha	ave	By	's city	Shall Have	And S	hall Also	Have
Available Combination I Capacity	Manufacturers Equipped Capacity	Roof Hatch	L. Side Emerg. Exit Windows	R. Side Emerg. Exit Windows	L. Side Emerg. Exit Door	Available Combinations Capacity	Manufacturers Equipped Capacity	Roof Hatch	L. Side Emer. Exit Windows	R. Side Emerg. Windows	R. Side Emerg. Exit Door			
1-45	1-45	1	0	0	0	1-45	1-45	1	0	0	0			
16 77	46-77	2	1	1	0	46.00	46-89	2	1	1	0			
46-77	46-77	2	0	0	1	46-89	46-89	2	0	0	1			
70 02	78-93	2	2	2	0	00 105	90-105	2	2	2	0			
78-93	78-93	2	1	1	1	90-105	90-105	2	1	1	1			

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#### 1.G.1. Emergency Exit Identification/Lettering

#### FMVSS 217 S5.5.3 and S5.5.9

Each school bus emergency exit shall have the designation "Emergency Door" or "Emergency Exit," as appropriate, in letters at least 2 inches high, of a color that contrasts with its background.

Concise operating instructions describing the motions necessary to unlatch and open the emergency exit shall be located within 6 inches of the release mechanism on the inside surface of the bus. These instructions shall be in letters at least ½ inch high and of a color that contrasts with its background.

#### A. Doors

For emergency exit doors, the designation shall be located at the top of, or directly above, the emergency exit door on both the inside and outside surfaces of the bus.

#### B. Roof Exits

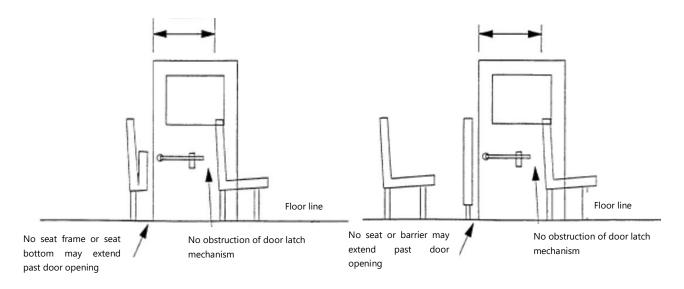
The designation for roof exits shall be located on an inside surface of the exit, or within 30 centimeters of the roof exit opening.

#### C. Windows

For emergency window exits, the designation shall be located at the top of, or directly above, or at the bottom of the emergency window exit on both the inside and outside surfaces of the bus.

#### 1.G.2. Emergency Door Requirements

- ❖ FMVSS 217
- **❖** SBIM 1. A.
- A. A school bus must have a rear emergency door exit. It shall be located within the center of the rear end, or the rear half on the left side.
- B. The emergency door opening must be a minimum of 24 inches wide by 45 inches high by 12 inches deep. A side emergency door must be a minimum of 24 inches wide by 45 inches high, but there must be a 12-inch aisle between the rearmost edge of the door opening and the rear surface of a seat back.



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- C. When opening the rear emergency door from the inside, it must open to the left. If opening a side emergency door from the inside, it must open to the right. Either emergency door must open outwardly and must have an interior label displaying operational directions.
- D. A seat bottom may be located within the area of a side emergency exit door if the seat bottom pivots and automatically assumes and retains a vertical position when not in use see paragraph B illustration of this section.
- E. Each school bus emergency exit door shall allow manual release of the door by a single person, from both inside and outside the passenger compartment. The release mechanism shall operate without the use of remote controls or tools, and notwithstanding any failure of the vehicle's power system.
- F. A latching device shall be used to hold a door open, preventing the emergency door from closing during an actual emergency or school bus evacuation drill.
  - \* Paragraph F applies to buses manufactured after Dec. 31, 1994.
- G. When the release mechanism is not in the position that causes an emergency exit door to be closed, and the vehicle's ignition is in the "on" position, a continuous warning sound shall be audible at the driver's seating position and in the vicinity of the emergency exit door. There must be no steps leading to the emergency door.
- H. There shall be no obstruction higher than ¼ inch across the bottom of any emergency door opening. Fasteners used within the emergency exit opening shall be free of sharp edges or burrs.
- I. The service and emergency door may be equipped with vandal locks if they comply with FMVSS 217.
- J. Required and/or marked emergency exits must not be missing, inoperative (do not open, close and/or secure as designed), or obstructed (see also <u>SBIM 1.A</u>).

#### 1.G.3. Emergency Window Requirements

- A. The rear emergency window shall have a lifting assistance device that will aid in lifting and holding the rear emergency window open.
- B. Side emergency exit windows, when installed, may be vertically hinged on the forward side of the window. No side emergency exit window will be located above a stop-arm.
- C. When a release mechanism is open and the vehicle's ignition is in the "on" position, a continuous warning shall be audible at the drivers seating position and in the vicinity of that emergency exit.
  - Note: FMVSS requires a continuous warning at the driver's compartment and in the vicinity of the emergency exit. This means a person must be able to hear a buzzer while standing near the exit window. The buzzing sound does not have emit from the exit itself.
- D. Required and/or marked emergency exits must not be missing, inoperative (do not open, close and/or secure as designed), or obstructed.

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#### 1.H. Firewall Openings

All openings in the floorboard or firewall between the chassis and passenger compartments, such as for gearshift lever and auxiliary brake lever, shall be sealed.

#### 1.I. Floor Construction

- ❖ MSS <u>169.4501</u> and <u>169.4503</u>, <u>subdivision 7</u>
- A. The metal floor must be covered with plywood. The plywood must be five-ply nominal 1/2 inch thick and must equal or exceed properties of exterior-type softwood plywood, grade C-D, as specified in the standard issued by the United States Department of Commerce. All of the plywood's exposed edges must be sealed. Type A-I buses must be equipped with nominal 1/2 inch thick plywood or an equivalent material that meets the requirements of this subdivision. Equivalent material may be used to replace plywood, provided it has insulation R-value, deterioration, sound abatement and moisture resistance properties that are equal to or exceed the properties of the plywood it is replacing. The floor must be level from front to back and side to side, except in wheel housing, toe board and driver's seat platform areas.
- B. The floor in the under-seat area, including tops of wheel housings, driver's compartment and toeboard, shall be covered with an elastomer floor covering, having a minimum overall thickness of .125 (1/8) inch and a calculated burn rate of 0.1 (1/10) mm per minute or less, using the test methods, procedures and formulas listed in <a href="FMVSS 302">FMVSS 302</a>, <a href="Flammability of Interior Materials">FMVSS 302</a>
- C. The floor covering in the aisles shall be ribbed or other raised pattern elastomer and have a calculated burn rate of 0.1 (1/10) mm per minute or less using the test methods, procedures and formulas listed in <u>FMVSS 302</u>. Minimum overall thickness shall be 0.187 (3/16) inch measured from tops of ribs.
- D. The floor covering must be permanently bonded to the floor and must not crack when subjected to sudden changes in temperature. Bonding or adhesive material shall be waterproof and shall be a type recommended by the manufacturer of floor-covering material. All seams shall be sealed with waterproof sealer.
- E. On Types B, C and D buses, a flush-mounted, screw-down plate that is secured and sealed shall be provided to access the diesel or gasoline fuel tank sending unit and/or fuel pump. This plate shall not be installed under flooring material.

#### 1.1.1. Floor Construction Inspection Procedure

Visually inspect floor covering, aisle and cove molding strips for condition and adhesion. Check fastening holes for cracks, and check condition of rubber in aisle to ensure that there are no unsealed holes or cracks through the underside of the bus and that there is no damage to the coverings that could cause a trip or slip hazard.

Check for a plywood floor by opening the rear door and observing the rise in the floor area above the metal floor line. Observe levelness of the floor and covering. Seams must be sealed and the covering bonded to the floor. The floor must be covered with an elastomer floor covering. Aisle covering must also be nonskid, wear resistant and ribbed.

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#### 1.J. Handrail(s)

At least one handrail shall be installed. The handrail shall be a minimum of 1 inch diameter and be constructed from corrosion resistant material(s). The handrail(s) shall assist passengers during entry or exit and shall be designed to prevent entanglement, as evidenced by the passing of the NHTSA string and nut test.

#### 1.K. Hazardous Protuberance/Sharp Edge(s)

- A. The school bus exterior may not have any torn/broken parts, glass, or other loose or dislocated part(s). No part/object may protrude from the surface of the vehicle that presents a safety hazard.
- B. The school bus interior may not have exposed sharp edges consisting of torn metal parts, moldings, or glass that could injure a student or tear clothing.

#### 1.K.1. Speakers: Interior

MSS 169.4503, subdivision 15

Interior speakers may protrude up to ½ inch from the school bus interior.

#### 1.K.2. Video or Mobile Surveillance Systems

❖ 169.4503 subdivision 30

Camera heads for video or mobile surveillance may be mounted in the driver compartment area, mid-bus, or on a rear interior bulkhead in the student passenger area. For buses manufactured or retrofitted with a surveillance system after December 31, 2012, cameras mounted mid-bus must be parallel to a seat back, must not have any sharp edges, must not extend outward more than 3-1/2 inches, and must be located within 24 inches of the top of the side window of the bus. The 24-inch measurement is taken from the top of the window frame and following the roof contour.

#### 1.L. Instruments and Instrument Panel

A. The chassis shall be equipped with the instruments and gauges listed below: **Note:** (Telltale warning lamps in lieu of gauges are not acceptable, except as noted).

- 1. Brake air pressure gauge (air brakes), brake indicator lamp (vacuum/hydraulic brakes), or brake indicator lamps (hydraulic/hydraulic);
- 2. Fuel gauge;
- 3. Glow-plug/grid heater indicator (if applicable).
- 4. High-beam headlamp indicator;
- 5. Odometer that can be read without using a key and that will give accrued mileage (to seven digits), including tenths of miles, unless tenths of miles are registered on a trip odometer.
- 6. Oil pressure gauge.
- 7. Speedometer;
- 8. Tachometer.

**Note:** For Types B, C and D buses, a tachometer shall be installed so as to be visible to the driver while seated in a normal driving position.

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The 2000 NTSTP date range — Nov. 1, 2004 through Dec. 31, 2007 — excludes school buses manufactured during these years from the tachometer requirement.

- 9. Turn signal indicator;
- 10. Voltmeter;

**Note:** An ammeter with graduated charge and discharge indications is permitted in lieu of a voltmeter; however, when used, the ammeter wiring must be compatible with the current flow of the system.

- 11. Water temperature gauge.
- B. All instruments shall be easily accessible for maintenance and repair.
- C. The instruments and gauges shall be mounted on the instrument panel so that each is clearly visible to the driver while seated in a normal driving position.
- D. Instruments and controls must be illuminated as required by <u>FMVSS 101, Controls and Displays</u>.
- E. Multi-Function Gauge (MFG)
  - 1. The driver must be able to manually select any displayable function of the gauge on an MFG, whenever desired.
  - 2. Whenever an out-of-limits condition that would be displayed on one or more functions of an MFG occurs, the MFG controller should automatically display this condition on the instrument cluster. This should be in the form of an illuminated telltale warning lamp, and the MFG should automatically display the out-of-limits indications. If two or more functions displayed on the MFG go out of limits simultaneously, the MFG should sequence automatically between those functions continuously until the conditions are corrected.
  - 3. The use of an MFG does not relieve the need for audible warning devices, where required.

#### 1.M. Insulation

Thermal insulation is required. It shall be fire-resistant, UL approved, with minimum R-value of 5.5. Insulation shall be installed so as to prevent sagging.

#### 1.N. Interior Cleanliness/Loose Objects

- A. The floor should be reasonably clean with no accumulation of dirt, dust and refuse. The interior shall also be free of graffiti.
- B. Essential tools necessary for cleanliness and basic cosmetic upkeep (i.e., shovel, broom, windshield washer fluid, etc.) shall be secured.
- C. A trash receptacle/container is permitted, but limited to the driver's area and secured.

#### 1.O. Metal Treatment

A. All metal except high-grade stainless steel or aluminum used in construction of the bus body shall be zinc-coated, aluminum-coated or treated to prevent corrosion. This includes but is not limited to such items as structural members, inside and outside panels, door panels and floor

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sills. Excluded are such items as door handles, grab handles, interior decorative parts and other interior plated parts.

- B. All metal parts that will be painted, in addition to the above requirements, shall be chemically cleaned, etched, zinc phosphate-coated, and zinc chromate- or epoxy-primed to improve paint adhesion. This includes, but is not limited to, such items as the crossing control arm and stop arm.
- C. In providing for these requirements, particular attention shall be given to lapped surfaces, welded connections of structural members, cut edges on punched or drilled hole areas in sheet metal, closed or box sections, unvented or undrained areas, and surfaces subjected to abrasion during vehicle operation.
- D. As evidence that the above requirements have been met, samples of materials and sections used in the construction of the bus body shall be subjected to a cyclic corrosion testing as outlined in SAE J1563.

#### 1.P. Mirrors (Exterior)

- **MSS** 169.4501
- ❖ FMVSS 111

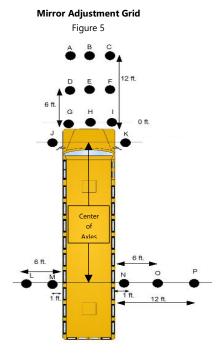
Each school bus shall be equipped with exterior mirrors meeting the requirements of <u>FMVSS 111</u>, <u>Rearview Mirrors</u>. The right-side rearview mirror shall not be obscured by the unwiped portion of the windshield. Mirrors shall be easily adjustable, but shall be rigidly braced so as to reduce vibration.

<u>FMVSS 111</u> requires two systems of mirrors to be used on a school bus: System A and System B.

System A - There shall be one on each side of the bus. Each mirror shall have a reflective surface of at least 323 square centimeters (50.065 square inches). They shall provide a view of the rear tires and extend to a point of no less than 200 feet to the rear of the bus from the mirror surface.

System B – Each bus shall be equipped with a series of mirrors that will allow the driver to see cylinders A through P using the mirror adjustment grid.

A mirror adjustment grid is provided (Fig. 5) to assist in a visual reference related to the viewing area for each mirror.



#### 1.Q. Mirrors (Interior)

- A. The interior glass mirror shall be either laminated or tempered and shall have rounded corners and protected edges. Mirrors shall be 6 by 16 inches minimum for Type A buses and 6 by 30 inches minimum for Types C and D buses.
- B. The interior mirror must not be missing or inoperable, including failure to hold a set adjustment. Line of vision must not be distorted, discolored, flaking or cracked.

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#### 1.R. Rub Rails

❖ MSS <u>169.4501</u> and <u>169.4503</u>

At a minimum, three rub rails are required on Type A (excluding van conversions), B, C and D school buses.

- A. One rub rail must be installed at approximately seat level on each side of the bus. The rub rail must extend from the rear side of the entrance door completely around the bus body (except for the emergency door) to the point of curvature near the outside cowl on the left side.
- B. There must be one rub rail located approximately at the floor line that must cover the longitudinal area as the upper rub rail, except at the wheel housing, and must extend only to the radii of the right and left rear corners.
- C. One rub rail shall be installed at the base of the skirt of the bus.
- D. The rub rails must be four inches in width, be of 16-gauge steel, must be constructed of corrugated or ribbed fashion, and must be securely fastened. Pressed-in or snap-on rails will not satisfy this requirement. The rub rails adjacent to the beltline may be black or yellow. All other rub rails must be black; see <a href="Chapter 4">Chapter 4</a>, <a href="Color">Color</a>.
- E. Type A Van Conversions do not need a rub rail located at the base of the skirt on the school bus.
- F. Ascertain that the rub rails are positioned as required unless extra rails are installed to further protect the bus from an impact.

#### 1.S. Seating Design & Installation / Seat Belts

- ❖ MSS <u>169.4501</u> and <u>169.4503</u>
- ❖ FMVSS <u>207</u> and <u>208</u>

The following is applicable to buses manufactured after Dec. 31, 1994.

- A. The driver's seat shall be of a high-back type that includes a head restraint.
- B. All seats must be forward facing.
- C. Each seat leg shall be secured to the floor by bolts, washers and nuts in order to meet the performance requirements of <u>FMVSS 222</u>. Flange-head nuts may be used in lieu of nuts and washers. All seat frames attached to the seat rail shall be fastened with two or more bolts, washers and nuts, or with flange-head nuts. Seats may be track-mounted in accordance with <u>FMVSS 222</u>. A padded crash barrier meeting federal manufacturing requirements for school bus seats and crash barriers must be installed for each seating position. All crash barriers must be installed according to and conform to <u>FMVSS 222</u>.
- D. Seat cushions shall have a minimum depth of 15 inches. The seat backs shall have a minimum height of 20 inches for school buses manufactured prior to Jan. 1, 2013, and 24 inches for school buses manufactured on or after Jan. 1, 2013, from a seating reference point. Contact your seating manufacturer for additional information on the seating reference points.

#### 1.S.1. Seat Belt (Driver)

A. For buses manufactured before Jan. 1, 1995: A lap belt must be provided for the driver. The seat belt and its mounting must comply with <u>FMVSS 207 through 210</u>. Each seat belt section must be booted to keep the buckle and latch off the floor and within easy reach

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of the driver. The seat belt must be anchored or guided at the seat frame to prevent the driver from sliding sideways under the seat belt.

B. For buses manufactured after Dec. 31, 1994: A Type II lap belt/shoulder harness seat belt shall be provided for the driver. The assembly shall be equipped with an emergency locking retractor (ELR). The lap belt portion shall be guided or anchored where practical to prevent the driver from sliding sideways under it.

#### 1.S.2. Seat Belts (Passengers)

Buses equipped with optional passenger seat belts must comply with applicable FMVSS <u>208-210</u>, <u>213</u>, <u>222</u>, and <u>225</u>.

#### 1.S.3. Seat Condition/Cushion(s)

- A. Passenger seat cushions shall be fastened to prevent the cushions from disengaging from the seat frames.
- B. All restraining barriers and passenger seats shall be covered with a material that has fire retardant or fire block characteristics. Cuts, tears, or damaged seating compromises the fire block/retardant characteristic and is a defect. Additionally, every seat shall be in a state of good repair that prevents the sensation of any seat framing due to seat foam degradation.

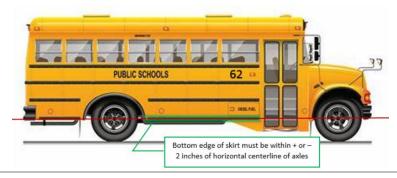
#### 1.S.4. Seat Spacing

FMVSS 222 S5.2

Seat spacing fails to comply with FMVSS 222.

#### 1.T. Side Skirts

Buses manufactured on or after Jan. 1, 2008 shall have side skirts between the front and rear axles that extend down to within two inches plus or minus, of the horizontal line from the center of the front spindle to the center of the rear axle. The manufacturer may offer optional side skirt lengths that extend lower than this requirement. This measurement shall apply to a new unloaded school bus located on a flat, level surface.



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#### 1.U. Steps

- A. The first step at the service door must be not less than 10 inches and not more than 14 inches from the ground, based on standard chassis specifications. Type D vehicles' first step shall be 12 to16 inches from the ground.
- B. Step risers shall not exceed a height of 10 inches. When a plywood floor is used on steel, the riser height may be increased by the thickness of plywood used. Steps must be enclosed to prevent accumulation of ice and snow.
- C. Steps must be enclosed and not protrude beyond the bodyline. Grooves in the covering must run perpendicular (90°) to the long dimension of the step. There must be a 1 ½ inch white nosing as an integral piece without joints.
- D. The step well or support structure should not be damaged.
- E. All steps, including the floor-line platform area, must be covered with elastomer floor covering at least 0.187  $(^{3}/_{16})$  inches thick.
- F. A step covering shall be permanently bonded to a durable backing material resistant to corrosion.
- G. Steps including floor line platform shall have a 1 ½-inch white nosing as an integral piece.

#### 1.U.1. Stirrup Steps

- A. There may be at least one folding stirrup step or recessed foothold and suitably located handles on each side of the front of the bus body. This is permissible for easy accessibility to clean the windshield and lamps, except when the windshield and lamps are easily accessible from the ground.
- B. Steps are permitted in or on the front bumper, in place of the stirrup steps, if the windshield and lamps are easily accessible for cleaning from that position.

#### 1.V. Sun Shield

- MSS 169.4501 and 169.4503 (History: 1994 c 647 art 12 s 37)
- A. On Types B, C and D school buses, an interior adjustable transparent sun shield with a finished edge and dimensions not less than 6 by 30 inches, shall be installed in a position convenient for use by the driver.
- B. On Type A school bus, the sunshield (visor) shall be installed by the chassis manufacturer.

#### 1.W. Undercoating

The entire underside of the bus body, including floor sections, crossmembers and below floor-line side panels, shall be coated with rustproofing materials. The undercoating material shall not cover any exhaust components of the chassis.

#### 1.X. Ventilation

- ❖ MSS <u>169.4501</u> and <u>169.4503</u>
- **★** FMVSS 217

Auxiliary fans shall be placed in a location where they can be adjusted for maximum effectiveness and where they do not obstruct the driver's vision to the mirrors or interfere with the safe operation of the

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vehicle. Type A school buses manufactured on or after Dec. 31, 2012 may be equipped with one auxiliary fan.

Auxiliary fans shall meet the following requirements:

- A. Fans shall be 6 inches (nominal) in diameter.
- B. Fan blades shall be enclosed in a protective cage.
- C. Each fan shall be controlled by a separate switch.
- D. The bus body shall be equipped with a suitably controlled ventilating system with capacity sufficient to maintain the proper quantity of airflow under operating conditions without having to open a window except in extremely warm weather.
- E. Static-type, non-closeable exhaust ventilation shall be installed in a low-pressure area of the roof.
- F. Roof hatches designed to provide ventilation in all types of exterior weather conditions may be provided.

#### 1.Y. Wheel Housing

- A. The wheel housing opening shall allow for easy tire removal and service.
- B. Wheel housings shall be attached to the floor panels in a manner that prevents any dust, water or fumes from entering the body, and shall be constructed of 16-gauge (or thicker) steel.
- C. The inside height of the wheel housings above the floor line shall not exceed 12 inches.
- D. Wheel housings shall provide clearance for installation and use of tire chains on single or dual (if so equipped) power-driving wheels.
- E. No part of a raised wheel housing shall extend into the emergency door opening.

#### 1.Z. Windows and Window Glass (Standard)

- ❖ MSS <u>169.4501</u> and <u>169.4503</u>
- ❖ FMVSS <u>217</u> and <u>220</u>
- A. The entrance door glass and the window to the left of driver on buses manufactured after Dec. 31, 1994 shall be composed of clear glass. Approved tinted glass is permitted on all other windows as approved by MSS 169.71.
- B. The entrance door, rear emergency exit door and rear windows on buses manufactured before Jan. 1, 1995 shall be composed of a clear glass. Approved tinted glass is permitted on all other side windows. The driver's window shall be adjustable for ventilation.
- C. Windshields, entrance and rear emergency exit doors must be composed of approved safety glass (AS1). All glass shall be federally approved and marked as provided in MSS 169.74.
- D. The window to the left of the driver and the upper service door windows must be thermal glass. Regardless of a bus's date of manufacture, the window immediately behind the entrance door does not need to be made of thermal glass. The window to the left of the driver for Type A buses need not be thermal glass.
- E. Each full side window must provide an unobstructed emergency opening at least 9 inches high and 22 inches wide. Obtain the measurements by lowering the window.

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- F. Laminated or tempered glass (AS2 or AS3) is permitted in all other windows as specified in ANSI Z26.1. All glass shall be federally approved and marked as provided in section MSS 169.74.
- G. The glass interior must not be cracked, allowing passengers to feel it with their hand(s). Intersecting cracks are not allowed if the window is a thermal pane, and a passenger/driver must be able to view through it.

#### 1.Z.1. Windshield

- A. Only approved safety glass may be used. The glass shall be mounted to display the permanent glass markings, and it shall be of sufficient quality to prevent [visibility] distortion in all directions. Windshield markings must be AS1.
- B. The windshield must not have discoloration or other damage in that portion extending upward from the height of the topmost portion of the steering wheel, but not including a 2-inch border at the top of and a 1-inch border at each side of the windshield or each panel thereof, except as follows:
  - 1. Color or tint applied by the manufacturer for the reduction of glare.
  - 2. Any crack not over 1/4 inch long, if not intersected by any other crack.
  - 3. Any damaged area that can be covered by a disc <sup>3</sup>/<sub>4</sub> inch in diameter if not closer than 3 inches to any other such damaged area.
  - 4. A driver's side area window(s) having chips, clouding, or cracks that obscure the driver's vision.
- C. The windshield may be of uniform tint throughout or may have a horizontal gradient band starting slightly above the line of vision and gradually decreasing in light transmission to 20 percent or less at the top of the windshield.
- D. If a windshield is replaced, a new certificate will be provided.

#### 1.Z.2. Windshield Wipers

- **♦** MSS 169.4501
- ❖ FMVSS 104 S.4
- A. A two-speed or variable speed windshield wiping system, with an intermittent feature, shall be provided and shall be operated by a single switch.
- B. The wipers shall meet the requirements of <u>FMVSS 104, Windshield Wiping and Washing Systems</u>.
  - 1. One frequency or speed shall be at least 45 cycles per minute regardless of engine load and engine speed, and the lower frequency or speed shall be at least 20 cycles per minute regardless of engine load and engine speed.
- C. A wiper blade shall not be bent, torn, broken, or have other defects that impair the wiper's ability to effectively clear the windshield of rain, snow or other forms of moisture.

#### 1.Z.3. Windshield Washer System

A windshield washer system shall be provided, and it must be kept in good working condition. An empty washer fluid reservoir shall be deemed inoperative.

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#### 2. Brakes

#### Item/Method of Inspection

#### 2.A. Brakes: General

- ❖ MSS 169.4502 subdivision 2
- A. The chassis brake system shall conform to the provisions of FMVSS 105, Hydraulic and Electric Brake Systems; 106, Brake Hoses; and 121, Air Brake Systems as applicable. All buses shall have either a parking pawl in the transmission or a park brake interlock that requires the driver to apply the service brake to allow release of the parking brake.
- B. The anti-lock brake system (ABS), provided in accordance with FMVSS 105, Hydraulic and Electric Brake Systems or 121, Air Brake Systems, shall provide wheel speed sensors for each front wheel and for each wheel on at least one rear axle. The system shall provide anti-lock braking performance for each wheel equipped with sensors (four channel system). The ABS malfunction indicator light must function as designed on all ABS required vehicles.
- C. All brake systems shall be designed to permit visual inspection of brake lining wear without removal of any chassis component(s).
- D. The brake lines, booster-assist lines and control cables shall be protected from excessive heat, vibration and corrosion and installed in a manner that prevents chafing.
- E. The parking brake system for either air or hydraulic service brake systems may be of a power-assisted design. The power parking brake actuator should be a device located on the instrument panel within reach of a seated fifth-percentile female driver. As an option, the parking brake may be set by placing the automatic transmission shift control mechanism in the "park" position.
- F. The power-operated parking brake system may be interlocked to the engine key switch. Once the parking brake has been set and the ignition switch turned to the "off" position, the parking brake cannot be released until the key switch is turned back to the "on" position.
- G. Brake systems shall have no loose, broken, or missing components.

#### 2.B. Brakes: Air (Design Standard)

- ❖ MSS <u>169.4501</u> and <u>169.4502 subdivision 2</u>
- **❖** FMVSS 121
- A. The air pressure supply system shall include a desiccant-type air dryer installed according to the manufacturer's recommendations. The air pressure storage tank system may incorporate an automatic drain valve.
- B. The chassis manufacturer shall provide an accessory outlet for air-operated systems installed by the body manufacturer. This outlet shall include a pressure protection valve to prevent loss of air pressure in the service brake reservoir.
- C. For air brake systems, an air pressure gauge shall be provided in the instrument panel capable of complying with commercial driver's license (CDL) pre-trip inspection requirements.
- D. Air brake systems shall include a system for anti-compounding of the service brakes and parking brakes.

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- E. Air brakes shall have both a visible and audible warning device whenever the air pressure falls below the level where warnings are required under <a href="FMVSS">FMVSS</a> 121, Air Brake Systems.
- F. Visually inspect all brake chambers to ensure they are properly marked, in good operating condition, have no visible damage and are properly matched. Chambers must be matched by size, type and stroke.

#### 2.B.1. Air Brake Components

- A. A school bus shall not have any air brake parts such as air lines, air reservoirs (tanks), valves, fittings, air brake chambers, governors or slack adjusters that are leaking, cracked, missing, inoperative, out of adjustment, loose, worn, broken, improperly secured or retained, inadequate, or any other condition or defect likely to reduce the efficiency of the brake system.
- B. Visually inspect all brake chambers to ensure they are properly marked, in good operating condition, have no visible damage and are properly matched. Chambers must be matched by size, type and stroke.
- C. Each school bus (if applicable) must have an air compressor of sufficient capacity to increase air pressure in the supply and service reservoirs from 85 pounds per square inch (psi) to 100 psi within a reasonable amount of time, i.e. 3 to 4 minutes, for maximum (actual reservoir capacity x25) required reservoir capacity.
- D. Each school bus with a compressed air service brake system shall have an illuminated pressure gauge for each service brake reservoir system, readily visible to a person in the normal driving position that indicates the service reservoir system air pressure. The accuracy of the gauge shall be within +/- 7 percent of the compressor cutout pressure FMVSS 121.

#### Air Brake Reservoir

- **❖** MSS 169.4502
- ❖ FMVSS 101 through 121
- E. Each service brake system shall be protected against loss of pressure due to failure or leakage in the system between the service reservoir and the source of the pressure, by check valves or equivalent devices whose proper functioning can be checked without disconnecting any air line or fitting.
- F. Each reservoir shall have a condensation drain valve that can be operated manually.
- G. Each school bus with compressed air service brakes shall have at least two reservoirs or one vessel divided into two compartments connected in a series.
- H. Lines supplying air to the air system reservoirs shall be safeguarded through proper design and bracing to protect from excessive heat or vibration.
- I. The first reservoir of every air brake system shall have mounted on it a safety valve to protect against excessive air brake system pressure.

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#### 2.B.2. Vacuum Actuated and Compressed Air Over Hydraulic

FMVSS 105 through 121

The requirements contained within this subchapter are specific for vacuum actuated and compressed air over hydraulic systems.

- A. Buses having vacuum actuated or compressed air over hydraulic systems shall be equipped with check valves located between the supply source and the reservoir.
- B. Buses with service brakes activated or assisted by air or vacuum must, with one such unit inoperative and depleted of all reserve capability, be capable of stopping the vehicle from 60 mph within the corresponding distance specified in Column IV of Table II of FMVSS 105 subpart 5.1.3.1a.
- C. Buses with service brakes assisted by compressed air must have a low air warning device that conforms to FMVSS 121.
- D. Buses with service brakes assisted by vacuum must be equipped with a device that provides a readily audible or visible continuous warning to the driver whenever the vacuum in the vehicle's supply reservoir is less than 8 inches of mercury and with a vacuum gauge that indicates to the driver the vacuum in inches of mercury available for braking.

#### 2.B.3. Air Brake Hoses and Tubing

- **♦** MSS 169.4501
- **\*** FMVSS 106
- A. Carefully perform a visual inspection of all system hoses, lines and tubing.
- B. Hoses, lines and tubing shall not leak, nor have any bulging or swelling when the system is pressurized. A hose, line or tubing shall not be cracked, broken or crimped in such a manner as to restrict flow; any hose abraded (chafed) through the outer cover to the fabric layer or any line/tubing; and for proper securement and support.

#### 2.B.4. Air Brake Inspection Procedure

#### Air System

With full system air pressure, depress the brake pedal and inspect each wheel-end brake to determine if effective braking forces are applied to each wheel-end brake. There should be no audible air loss at supply lines, fittings, valves or brake chambers.

With full system pressure, make a single full service brake application with the parking brake and ignition off. Note the gauges and listen for air leaks. Release the service brake.

If an air leak is detected at any point in the inspection process, the inspector should check the vehicle's air loss rate following these procedures:

- 1. Set engine at idle and release brakes.
- 2. Reduce air pressure in reservoir to 80 psi.
- 3. Make a full brake application with governor cut-in.
- Check air pressure gauge after initial application for air loss. Air pressure should be maintained or increase. A drop in pressure indicates a serious air leak in the brake system.

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#### Air Brake Measurements

The following procedure is based on the applied stroke method for measuring the movement of the brake chamber push rod:

- 1. Release the spring brakes and visually check each brake to ensure that it is in the normal released position.
- 2. With the brakes released, make a mark where the pushrod exits the brake chamber.
- 3. With the engine off, make a series of brake applications to reduce the reservoir pressure to between 90 and 100 psi.
- 4. Apply and hold a full brake application (90 to 100 psi).
- 5. Measure the distance between the mark and the face of the brake chamber. The difference between measurements is called the chamber-applied stroke.

**Note:** Any brake that is beyond the re-adjustment limit will require repairs and/or adjustment. (See Table 3 and 4: Brake Adjustment Specifications below.)

Table 3 Clamp Type Chamber Data										
Туре	Rated Stroke Marking	Outside Diameter	Brake Adjustment Limit							
6	А	4 1/2	1 1/4							
9	В	5 1/4	1 ¾							
12	В	5 <sup>11</sup> / <sub>16</sub>	1 <sup>3</sup> / <sub>8</sub>							
16	D	6 ¾	1 3/4							
20	D	$6^{25}/_{32}$	1 3/4							
24	D	$7^{7}/_{32}$	1 3/4							
30	E	$8^{3}/_{32}$	2							
36		9	2 1/4							

Table 4 "Long Stroke" Clamp Type Brake Chamber Data										
Туре	Rated Stroke Marking	Outside Diameter	Brake Adjustment Limit							
12	D	5 <sup>11</sup> / <sub>16</sub>	1 3/4							
16	E	6 ¾	2							
20 (2 ½" rated stroke)	E	6 <sup>25</sup> / <sub>32</sub>	2							
20 (3" rated stroke)	F	6 <sup>25</sup> / <sub>32</sub>	2 1/2							
24 (2 ½" rated stroke)	E	7 <sup>7</sup> / <sub>32</sub>	2							
24 (3" rated stroke)	F	7 <sup>7</sup> / <sub>32</sub>	2 1/2							
30	F	8 <sup>3</sup> / <sub>32</sub>	2 ½							

#### Slack Adjuster Length

Measure from the center of the S-cam to the center of the push rod clevis pin. All slack adjusters on a single axle shall be of the same type and length.

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#### 2.C. Brakes: Hydraulic

Buses using hydraulic-assist brakes shall meet requirements of <u>FMVSS 105</u>. It includes the hydraulic portion of the vacuum actuated and compressed air over hydraulic systems.

#### 2.C.1. Brake Hoses and Tubing

- A. A school bus shall have no hydraulic hoses, tubing, valves or connections that are cracked, chafed, or improperly retained or supported to prevent damage by heat, vibration or abrasion by contact with the frame axle, other lines or any other part of the vehicle. Brake hoses and tubing must conform to <a href="FMVSS 106">FMVSS 106</a>.
- B. A school bus shall have no hydraulic hoses, tubing, valves or connections that are leaking, restricted, pinched, broken, missing, or flattened.

#### 2.C.2. Master Cylinder

- A. A master cylinder shall have a reservoir compartment for each service brake subsystem serviced by the master cylinder. Loss of fluid from one compartment shall not result in a complete loss of fluid from another compartment.
  - \* See FMVSS 105 subpart 5.4 for further information.
- B. The master cylinder, wheel cylinder, caliper, assistor pump, assistor pump gear, belts or pulleys shall be free of cracks, leaks, wear, or damage, and they shall be securely mounted and properly adjusted.
- C. A master cylinder and assistor reservoir shall be full of fluid above the safe level recommended by the manufacturer for all compartments of the fluid reservoir.

#### 2.C.3. Power Assist

The power assist must operate as designed.

#### 2.C.4. Warning Device

A school bus with a hydraulic service brake system or a hydraulic-assistor type over hydraulic service brake system must be equipped with a signal that provides a warning to the driver when a failure in the brake system occurs. The warning device shall be mounted in front of, and in clear view of, the driver and shall conform to <a href="MVSS 105 subpart 5.3">FMVSS 101</a>.

#### 2.C.5. Hydraulic System Inspection Procedure

#### Hydraulic Brake System

- A. With the engine off, turn the ignition switch to the "on" position and check the instrument panel for visible and audible warning signals to indicate system malfunction. If bus is equipped with vacuum assist, it shall have a visible warning signal and gauge to indicate any loss of vacuum. Audible signals must be loud enough to be heard over engine noise.
- B. Visually inspect the master cylinder to determine if it is below the minimum fill requirements, leaking, loose or improperly mounted.
- C. Visually inspect the hydraulic fluid reservoir level in the master cylinder unit. Inspect for any fluid leaks on wheel cylinders/calipers, master cylinders, hose connections and vacuum booster on buses using vacuum-assisted brakes. Check for brake fluid around the brake booster between the booster and firewall.

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#### Pedal Reserve

- D. With the brake pedal in the full upright position, measure the distance between the brake pedal and the floor or firewall. With the engine running, make a single firm brake application and measure the distance between the brake pedal and the floor or firewall a second time. Record the difference.
- E. With vehicle stopped and engine running, depress the brake pedal. The system must be able to maintain brake pedal height under moderate foot force (40-60 pounds) for one minute without pumping. With the vehicle in the stopped position and the brake pedal depressed under moderate foot force (40-60 pounds), there should be a minimum of 1/3 of the total available pedal travel (manufacturer's specification) remaining on non-powered systems.

#### **Power Assist**

- F. Electric/hydraulic assist: With engine off, depress the brake pedal. The electric/hydraulic brake assist motor must operate.
- G. Vacuum assist: With engine off, pump the brakes to exhaust all reserve. Hold firm pressure on the brake pedal and start the engine. The pedal should fall slightly. Failure of the pedal to fall slightly indicates a malfunction of the power assist unit.
- H. Hydro-boost: After two or three brake applications with the engine off, start the vehicle while maintaining pressure on the brake pedal. The pedal should push briefly, and then fall as the power assist engages.

#### 2.D. Brake Shoe/Pad/Lining

The brake lining must be adequate in thickness, means of attachment and physical characteristics to provide for safe and reliable stopping of the vehicle.

- A. Visually inspect all brake linings/shoes/pads. Linings may be checked through inspection slots. All shoes/pads/linings shall comply with the applicable standards. Brake linings with uneven wear can indicate a worn or seized brake component (i.e., pistons, slide pins, etc.).
- B. The brake lining/pad thickness shall not be less than <sup>3</sup>/<sub>16</sub> inch at the shoe center for a shoe with a continuous strip of lining, less than <sup>1</sup>/<sub>4</sub> inch at the shoe center for a shoe with two pads, or worn to the wear indicator if the lining is so marked for air drum brakes.
- C. The brake lining/pad thickness shall not be less than 1/8 inch for air disc brakes, or 1/16 inch or less for hydraulic disc brakes.
- D. Visually inspect the brake lining/pad to ensure that it is firmly attached to the shoe, is not cracked or broken, and that the friction surface is not saturated with oil, grease, or brake fluid.
- E. Visually inspect all brake component mounting hardware for any loose, cracked, broken or missing items. This inspection should be performed both with the brakes released and with the brakes applied. It may be necessary to remove inspection access covers or brake dust covers or, in some instances, pull wheels and drums to accomplish the inspection.

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#### 2.E. Drums/Rotors

A school bus shall not have brake drums or rotors worn or ground past the minimum safe thickness recommended by the manufacturer. Brake drums and rotors shall not be cracked, broken, missing, or have loose or elongated mounting holes, or be contaminated with grease or oil.

- A. Visually inspect all brake drums/rotors for any external cracks that open when brakes are applied. (Do not confuse short hairline internal check cracks with flexural cracks.)
- B. Inspect for any portion of the drum/rotor missing or in danger of falling away.

**Note:** It may be necessary to remove inspection access covers, brake dust covers or, in some instances, pull wheels and drums to accomplish the inspection.

#### 2.F. Parking/Emergency Brake System

- ❖ MSS <u>169.67 subdivision 1, 169.4501</u> and <u>169.4502 subdivision 2</u>
- ❖ FMVSS <u>105</u> and <u>121</u>
- A. Every motor vehicle, other than a motorcycle, when operated upon a highway, shall be equipped with brakes adequate to control the movement of and to stop and hold such vehicle, including two separate means of applying the brakes, each of which means shall be effective to apply the brakes to at least two wheels. If these two separate means of applying the brakes are connected in any way, they shall be so constructed that failure of any one part of the operating mechanism shall not leave the motor vehicle without brakes on at least two wheels 169.67, subdivision 1.

The braking system must meet federal motor vehicle safety standards in effect at the time of manufacture –  $\frac{169.4502}{2}$ , subdivision  $\frac{2}{3}$ .

The parking brake system on a school bus with a GVWR of 10,000 lbs. or less, shall be capable of holding the vehicle stationary (to the limit of traction on the braked wheels) for 5 minutes in both forward and reverse directions on a 30-percent grade free from snow, ice and loose material.

The parking brake system on a school bus with a GVWR of 10,000 lbs. or more, shall be capable of holding the vehicle stationary for 5 minutes, in both forward and reverse positions, on a 20-percent grade free from snow, ice and loose material.

B. A control by which the driver applies the emergency brake system must be located so the driver can readily operate it while properly restrained by a seat-belt assembly provided for the driver's use.

The parking brake on a school bus equipped with hydraulic brakes shall be equipped with a warning light readily visible to the driver in a normal driving position, and be marked in accordance with <u>FMVSS 101</u>.

Note: An air brake equipped school bus is not required to have a parking brake warning light.

C. A school bus must have either emergency features in the service brake system or a system separate from the service brake system.

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#### 2.G. Brake Tests

#### **Compressed Air System**

#### **Test Procedure**

#### **Note:** Chock the wheels before you begin.

- 1. Start the engine to build up the air supply in the air tanks to at least 100 psi.
- 2. Stop the engine, turn the key to "on" position, and make a full brake application. Pressure loss shall not exceed 3 pounds per minute.
- 3. Drain the air tanks by making a series of brake applications. As you deplete the air supply in the tanks, watch the emergency brake button and the air gauge. The spring brakes must apply before the air supply is depleted. The spring brakes should set between 20 and 45 psi.
- 4. Start the engine to build air press in the air tanks. The audible and/or visual warning device should turn off at 60 psi or half the governor cutout pressure. Additionally, check the air buildup time refer to FMVSS 121 subpart 5.1.1.

#### **Items Tested During the Procedure**

- ✓ Air gauge.
- ✓ Supply pressure.
- ✓ Air loss.
- ✓ Reservoir drain valves.
- ✓ Low air warning device turns on.
- ✓ Reservoir check valves.
- ✓ Emergency brake button.
- Emergency brakes apply.
- ✓ Low air warning device turns off.
- Air compressor air pressure buildup time.

#### **Parking Brake**

#### **Test Procedure**

- 1. Stop the vehicle and set the parking brake.
- 2. With the engine operating and the park brake set, check that the brakes will hold the vehicle in place by attempting to gently move forward and rearward.
- Visually and physically check condition of parking brake system and parking brake warning light.
- ✓ If the bus remains stationary, the parking brake system is functioning correctly.
- ✓ If the bus does not remain stationary, the parking brake is not functioning properly and needs to be repaired/inspected further.

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#### **Stopping Distance**

#### **Test Procedure**

- A. The foot or service brakes must, at all times, be capable of stopping the complete unit (i.e., the wet chassis weight, plus body weight, plus driver's weight, without pupils) from a speed of 20 miles per hour in not more than 25 feet for a Type A school bus and not more than 35 feet for a Type B, C, or D school bus.
- B. Measure this distance from a point at which movement of brake pedal or control begins. The school bus must stay in a 12-foot-wide lane during the test (see Appendix A for additional details).
- C. Perform the test on a substantially level not to exceed +/- 1 percent grade dry, smooth, hard surface that is free of loose material.

Driving the bus: During any stopping, the test must be completed by an employee of the school district or bus contractor.

#### **Vacuum Booster System Test Procedure Items Tested During the Procedure** 1. Start the engine to build up a vacuum supply. ✓ Vacuum gauge. 2. Stop the engine and turn the key to the "on" position, fully depressing the brake pedal. The Reservoir supply vacuum. vacuum supply must not be depleted by more than 70 percent of that vacuum as indicated by the gauge immediately before the brake application. ✓ Vacuum loss. 3. Depress the brake pedal several times to eliminate all vacuum from the system; the low vacuum indicator should come on when the reservoir has less ✓ Low vacuum indicator comes on. than 8 inches of mercury as shown on the vehicle's vacuum gauge. 4. Depress the brake pedal with 25 to 30 foot-pounds ✓ Vacuum booster. of force on the brake pedal. Start the engine and feel for a slight movement of the brake pedal when the engine starts. If movement is absent, the booster ✓ Low vacuum indicator goes out. system is inoperable. The low vacuum indicator should turn off after 8 inches of mercury is achieved.

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### 3. Chassis

#### Item/Method of Inspection

#### 3.A. Body Mounting

- A. The rear body crossmember shall be supported by the chassis frame. Except where chassis components interfere, the bus body shall be attached to the chassis frame at each main floor sill in such a manner as to prevent shifting or separation of the body from the chassis under severe operating conditions.
- B. Isolators shall be installed at all contact points between the body and the chassis frame on Types A-2, B, C and D buses, and shall be secured by a positive means to the chassis frame or body to prevent shifting, separation, or displacement of the isolators under severe operating conditions.
- C. All openings in the floorboard or firewall between the chassis and the passenger compartment (e.g., for gearshift selector and parking brakes lever) shall be sealed.

#### 3.B. Bumpers

Front and rear bumpers are required.

#### 3.C. Differential

The differential housing shall not be cracked or leaking.

#### 3.D. Driveshaft

- A. Universal joints must not be worn or faulty, or have any obvious welded repairs.
- B. The center (carrier) bearing and bracket shall not be cracked, loose, worn, causing movement of more than ½ inch.
- C. The driveshaft must be protected by adequate metal guard(s). There should be a guard for each section of the drive shaft.

#### 3.E. Electrical System

- MSS 169.4501 through 169.4503 (statute historical file)
- A. The storage battery, as established by the manufacturer's rating, must be of sufficient capacity for starting and operating lighting, signal devices, heating and other electrical equipment. Attempt to verify the battery size in addition to any options.
- B. A master switch may be installed on any Type A, B, C, or D school bus. If a master switch is installed, any portion of the brake system that relies on electrical current for operation shall not be wired through the same switch.

#### 3.E.1. Buses Manufactured Before July 1, 1989

- A. No bus shall be equipped with a battery system of less than 150 ampere hours at 12 volts, measured at a 20-hour rate (negative ground system only).
- B. A battery system of at least 90 ampere hours may be installed in the engine compartment and must be used only in combination with a generator or alternator of at least 120 amperes.

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C. When a battery is to be mounted outside the engine compartment, it may be temporarily mounted to the chassis. The body company will permanently mount the battery on a sliding tray located so the battery centerline is 52 inches to the rear of the cowl. The chassis manufacturer must provide one-piece, one-gauge battery cables. The cables should be at least 36 inches longer than normally required to accommodate the battery when it is located 52 inches to the rear of the cowl.

#### 3.E.2. Buses Manufactured After July 1, 1989 and Before Jan. 1, 1995

A. Must have an alternator capable of delivering a 100-ampere output with a minimum charging rate of 30 amperes at idle.

#### B. Alternator belts

- 1. Shall not be damaged or broken.
- 2. A wide, single serpentine belt with longitudinal multi-grooves is required unless the bus was equipped with a dual belt system.

#### C. Battery

- 1. When a battery is mounted on a sliding tray rather than the standard installation provided by the chassis manufacturer, the final location of the battery and the appropriate cable lengths shall agree with the NSTSP Design Objectives Jan. 1985 edition.
- 2. A school bus with a diesel-powered chassis the battery or batteries must provide a minimum of 1,070 cold cranking amperes (CCA).
- 3. A school bus with a gas-powered chassis, the battery or batteries must provide a minimum of 800 CCA.
  - a. A bus with a GVWR greater than 10,000 pounds but less than 15,000 pounds may be equipped with a battery to provide a minimum of 475 CCA if used only in combination with an alternator of at least 80 amperes.
  - b.It is optional to use a 550 CCA battery installed in the engine compartment if the battery is used in combination with a generator or alternator of at least 120 amperes.

#### 3.E.3. Buses Manufactured After Dec. 31, 1994 through June 30, 2017

#### A. Alternator

- Type A-2 and Type B school buses with a GVWR greater than 15,000 pounds and all Types C and D buses shall be equipped with a heavy-duty truck- or bus-type alternator meeting SAE J180; having a minimum output of 100 amperes or higher, and should produce a minimum current output of 50 percent of the rating at engine idle speed.
- 2. Alternator belts shall not be damaged or broken.
- 3. The bus must be capable of providing enough current at 1400 revolutions per minute (RPM) to provide a positive charge to the battery with 80 percent maximum load with all lights and accessories on.

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4. Types A and B buses with a GVWR of 15,000 pounds or less equipped with electrical lifts shall have a minimum of 100 ampere alternator.

#### B. Battery

- 1. For a school bus with a diesel-powered chassis, the battery or batteries must provide a minimum of 1,050 CCA.
- 2. For a school bus with a gas-powered chassis, the battery or batteries must provide a minimum of 800 CCA.

#### C. Optional Battery Size

- For a bus with a GVWR of 15,000 pounds or less, a battery with a minimum of 550 CCA may be used only in conjunction with an alternator of 130 amperes. This does not apply to buses with a diesel engine or wheelchair lift.
- 2. For Type C buses powered by other than diesel fuel, a battery providing at least 550 CCA installed in the engine compartment may be used only in combination with an alternator of 120 amperes.

#### 3.E.4. Buses Manufactured On or After July 1, 2017

#### A. Alternator

- 1. Types A and B buses with a GVWR of 15,000 pounds or less shall have a minimum 130-amp alternator. Buses equipped with an electrically powered wheelchair lift and/or air conditioning shall be equipped with the highest rated capacity available from the chassis original equipment manufacturer (OEM).
- 2. All buses with a GVWR greater than 15,000 pounds shall be equipped with a heavy-duty truck- or bus-type alternator having a minimum output rating of 200 amps or higher, and should produce a minimum current output of 50 percent of the rating at engine idle.
- 3. All other buses than those described in paragraph A.1. of this section, equipped with an electrically powered wheelchair lift and/or air conditioning, shall have a minimum alternator output of 240 amps and may be equipped with a device that advances the engine idle speed when the voltage drops to, or below, a preset level.
- 4. A belt-driven alternator shall be capable of handling the rated capacity of the alternator with no detrimental effect on any other driven components.
  - To estimate the required alternator capacity, see School Bus Manufacturers Technical Council's publication, "School Bus Technical Reference," available at <a href="http://www.nasdpts.org">http://www.nasdpts.org</a>.
- 5. A direct/gear-drive alternator is permissible in lieu of a belt-driven alternator.

#### B. Battery

1. The storage batteries shall have minimum cold cranking capacity rating (cold cranking amps) equal to the cranking current required for 30 seconds at 0 degrees Fahrenheit and a minimum reserve capacity rating of 120 minutes at 25 amps. Higher capacities may be required, depending upon optional equipment and local environmental conditions.

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 The storage batteries shall have minimum cold cranking capacity rating (cold cranking amps) equal to the cranking current required for 30 seconds at 0 degrees Fahrenheit and a minimum reserve capacity rating of 120 minutes at 25 amps. Higher capacities may be required, depending on optional equipment and local environmental conditions.

The manufacturer shall securely attach the battery on a slide-out or swingout tray in a closed, vented compartment in the body skirt or chassis frame so that the battery is accessible for convenient servicing from the outside.

When in the stored position, the tray shall be retained by a securing mechanism capable of holding the battery tray in position when subjected to a 5g load from any direction.

The battery compartment door or cover, if separate from the tray, shall be hinged at the front or top. It shall be secured by a positive operated latching system or other type fastener. The door may be an integral part of the battery slide tray. The door or cover must fit tightly to the body and not present sharp edges or snagging points.

Battery cables shall meet SAE requirements. Battery cables shall be of sufficient length to allow the battery tray to fully extend. Any chassis frame-mounted batteries shall be relocated to a battery compartment on Type A buses.

3. Buses may be equipped with a battery shutoff switch. The switch is to be placed in a location not readily accessible to the driver or passengers.

#### 3.E.5. Electrical Components

Materials in all electrical components shall not contain mercury.

#### 3.E.6. Wiring

All wiring shall conform to current applicable recommended practices of the SAE, and a wiring diagram must be provided and made available.

#### 3.E.7. Electrical System Inspection Procedure

#### Battery

- A. Visually and physically inspect the batteries to determine that they are securely mounted and there are no signs of leaking or excessive corrosion.
- B. Crank the engine to ensure there is adequate battery capacity to start the engine.

#### Cables and Wiring

- C. Visually inspect all electrical cabling and wiring for chafed, frayed, damaged or burnt insulation.
- D. Visually and physically inspect for corroded or loose connections at the battery terminals. Inspect for unsuitable insulation to electrical cabling.
- E. Inspect for missing or damaged protective grommets insulating all electrical cables through metal compartment panels. All electrical cabling passing through a metal surface shall pass through an insulated grommet as to provide adequate protection against chafing and shorting.

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- F. Visually and physically inspect for any broken or unsecured mounting of electrical components.
- G. Visually and physically inspect electrical cabling for securement, routing or any unsecured wiring that may cause chafing or frayed conditions.

#### 3.F. Engine

Inspect for any critical component that fails to function as designed or any fluid leak that would affect the safe operation of the vehicle.

#### 3.F.1. Engine Inspection Procedure

- A. Visually inspect engine and surrounding components for evidence of fluid leaks and loose or damaged components. Inspector shall start engine. While engine is operating, inspector shall visually and audibly monitor engine for proper operation, leaks and unusual noises of engine or components.
- B. Inspect cooling fan per manufacturer's recommendations.
- C. Visually and physically inspect all drive belts for proper alignment and tension per manufacturer's recommendations. All belts shall be free of cracking, frays, fluid, glazing and excessive wear. Inspect belt-tensioner per manufacturer's recommendations.
- D. Visually inspect all hydraulic, coolant, fuel and pneumatic hoses for damage, proper routing, proper type and proper securement. Hoses shall be routed in such a way as to avoid contact with exhaust, rotating or moving engine components or sharp edges. Hoses shall not be cracked, leaking, swollen or chaffed.

#### 3.G. Exhaust System

- ❖ A pipe with any of the defects noted in Section 3.G. would cause it to be considered inadequate.
- A. The exhaust pipe, after-treatment system and tailpipe shall be outside the bus body compartment and attached to the chassis so no other chassis component is damaged.
- B. The tailpipe and after-treatment system shall be constructed of a corrosion-resistant tubing material at least equal in strength and durability to 16-gauge steel tubing of equal diameter.
- C. The tailpipe may be flush with, or shall not extend more than 2 inches beyond, the perimeter of the body for side-exit pipe or the bumper for rear-exit pipe. The exhaust system shall be designed such that exhaust gas will not be trapped under the body of the bus.
- D. The tailpipe shall exit to the left or right of the emergency exit door in the rear of the vehicle or to the left side of the bus in front of or behind the rear drive axle, or the tailpipe may extend through the bumper. The tailpipe exit location on all Type A-1 or B-1 buses may be in accordance to the manufacturer's standards. The tailpipe shall not exit beneath any fuel filler location, emergency door or lift door.
- E. The exhaust system shall be insulated in a manner that prevents any damage to any fuel system component.

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- F. The design of the after-treatment systems shall not allow active (non-manual) regeneration of the particulate filter during the loading and unloading of passengers. Manual regeneration systems must be designed such that unintentional operation will not occur.
- G. For after-treatment systems that require Diesel Exhaust Fluid (DEF) to meet federally mandated emissions:
  - The composition of Diesel Exhaust Fluid (DEF) must comply with <u>International Standard ISO 22241-1</u>. Refer to the engine manufacturer for any additional DEF requirements.
  - 2. The DEF supply tank shall be sized to meet a minimum ratio of three diesel fills to one DEF fill.

#### 3.G.1. Exhaust Leak

A school bus must be equipped with such parts and equipment so arranged and kept in a state of repair as to prevent carbon monoxide or exhaust from entering the interior of the bus.

#### 3.G.2. Muffler

Every motor vehicle shall at all times be equipped with a muffler in good working order that blends the exhaust noise into the overall vehicle noise and is in constant operation to prevent excessive or unusual noise, and no person shall use a muffler cutout, bypass or similar device on a motor vehicle on a street or highway. The exhaust system shall not emit or produce a sharp popping or cracking sound.

#### 3.G.3. Exhaust System Inspection Procedure

- A. Visually and audibly inspect the complete exhaust system, including muffler, diesel particulate filter (DPF) and diesel oxidation catalyst (DOC), for leaks, restrictions and damage and to ensure that exhaust is not discharging directly below the driver or passenger compartment. All exhaust emission control devices shall be installed and operating per the manufacturer's recommendations.
- B. Inspect for the presence and condition of heat shielding over and around all piping, and components where specified by vehicle manufacturer.
- C. Visually and physically inspect all exhaust system mounting hardware for loose, missing or damaged components and secure attachment. Inspect to ensure all clamps are in place and secure.
- D. Visually inspect exhaust system for indications of, and areas likely to result in, burning, charring or damaging the electrical wiring, the fuel supply, or any combustible part of the vehicle.

#### 3.H. Fenders (Front)

- A. When measured at the fender line, the total spread of the outer edges of front fenders shall exceed the total spread of front tires when front wheels are in a straight-ahead position.
- B. Front fenders shall be properly braced and shall not require attachment to any part of the body.

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#### 3.I. Frame

- A. Frame lengths shall be established in accordance with the design criteria for the complete vehicle.
- B. Making holes in top or bottom flanges or side units of the frame and welding to the frame shall not be permitted except as provided or accepted by the chassis manufacturer.
- C. Frames shall not be modified for the purpose of extending the wheel base.
- D. Any secondary manufacturer that modifies the original chassis frame shall provide a warranty at least equal to the warranty offered by the OEM, and shall certify that the modification and other parts or equipment affected by the modification shall be free from defects in material and workmanship under normal use and service intended by the OEM.
- E. The frame shall not have cracked or broken frame members.
- F. The body or frame must not be in contact with a tire or any part of the wheel assemblies.
- G. Any alteration/repair must meet the OEM/manufacturer specification.

#### 3.I.1. Frame Inspection Procedure

- A. Visually inspect frame for cracks; loosely attached hardware; and sagging, broken, or unapproved welds to frame, side rail or flange.
- B. Visually and physically inspect body hold-down components for damage that would permit the shifting of the body.
- C. Visually and physically inspect all frame crossmembers, attaching hardware, and other structural supports for cracks or deformations.
- D. Inspect for cracked, loose, bent, broken or unapproved welds to frame member that affect the support of functional components (e.g., steering gear, engine, transmission, body parts or suspension). Welding to frame should be performed only by the manufacturer or a designee.

#### 3.J. Fuel System

- A. The chassis manufacturer must provide fuel tank(s) with a minimum 25-gallon capacity. Each tank shall be filled from and vented to the outside of the passenger compartment, and each fuel filler should be placed in a location where accidental fuel spillage will not drip or drain on any part of the exhaust system.
- B. The fuel system shall comply with FMVSS 301, Fuel System Integrity.
  - For buses manufactured on or prior to Dec. 31, 2007, fuel lines must be mounted to obtain maximum possible protection from the chassis frame.
- C. Fuel tank(s) may be mounted between the chassis frame rails or outboard of the frame rails on either the left or right side of the vehicle.
- D. The actual draw capacity of each fuel tank shall be a minimum of 83 percent of the tank capacity.
- E. Installation of alternative fuel systems, including fuel tanks and piping from the tank to the engine, shall comply with all applicable fire codes in effect on the date of manufacture of the bus.

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- F. A school bus powered by liquefied petroleum or natural gas must display markings as required by MSS 169.762.
- G. Installation of liquefied petroleum gas (LPG) containers shall comply with National Fire Protection Association (NFPA) 58, Liquefied Petroleum Gas Code as adopted by reference in the Minnesota State Fire Code.
- H. Installation of Compressed Natural Gas (CNG) containers shall comply with <u>FMVSS 304, Compressed Natural Gas Fuel Container Integrity</u>.
- The CNG Fuel System shall comply with <u>FMVSS 303, Fuel System Integrity of Compressed</u> Natural Gas Vehicles.

#### 3.J.1. Fuel System Inspection Procedure

- A. Visually inspect all parts of the fuel tank, fuel tank cage and fuel system to include lines, hoses, filters, fill cap and fittings for indications of damage or leaks.
- B. Visually and physically inspect fuel lines and hoses for proper securement, routing, and missing or loose clamps that may cause chafing or come in contract with electrical components.
- C. The container must be visually inspected after a motor vehicle accident or fire, or every 36 months or 36,000 miles, whichever comes first ANSI NGV2.

#### 3.K. Horn

❖ MSS <u>169.4502</u> and <u>169.68</u>

A bus shall be equipped with a horn in good working order and capable of emitting a sound audible under normal conditions from a distance of not less than 200 feet.

#### 3.L. Steering

#### 3.L.1. Kingpin

- A. Visually inspect the kingpin for looseness, damage, or missing or loose fasteners.
- B. Physically inspect the kingpin for play as follows: With the tire raised off the ground, grasp it at the top and move the wheel assembly in and out. If movement is present, identify the source by following the below procedure:

Have an assistant fully apply the brakes while rechecking play. If the movement disappears with the brakes applied, the play is in the wheel bearings. If the movement remains, it is most likely in the kingpin area. An assembly that has excessive kingpin play of more than ½ inch is defective.

#### 3.L.2. Steering Gear

- **❖** MSS 169.4501
- ❖ 49 CFR 393.209 (d) and 570.60
- A. The steering gear shall be approved by the chassis manufacturer and designed to ensure safe and accurate performance when the vehicle is operated with maximum load and at maximum speed.

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- B. If external adjustments are required, the steering mechanism shall be accessible to make adjustments.
- C. Changes not approved by the chassis manufacturer shall not be made to the steering apparatus.
- D. There shall be a clearance of at least 2 inches between the steering wheel and the cowl, instrument panel, windshield or any other surface.
- E. Power steering is required and shall be of the integral type with integral valves.
- F. The steering system shall be designed to provide a means for lubrication of all wear points that are not permanently lubricated.

#### 3.L.3. Steering Inspection Procedure

The inspection conditions described in the procedures are considered defects.

#### **Ball and Socket Joints**

- A. With the bus on the ground, the inspector shall examine the ball joint nut stud for movement while the steering wheel is being rocked in a back-and-forth action. The inspector shall examine the ball/socket joint for weld repairs.
- B. Check for lateral and vertical movement by grasping the tie rod and drag link sockets and attempting to laterally and vertically move the ball joint. (Rotational movement will not be considered.) Any motion other than rotational, greater than ½ inch that can be detected by movement with two hands with moderate strength in any connecting joint is a defect.

#### Hoses/Fluids

Visually examine the power steering fluid reservoir for proper fluid level. With the system operating, inspect all system components, hoses and fittings for leaks.

#### Nuts

Visually examine all tie rods and the pitman arm, drag link, steering arm and tie rod arm for looseness and missing fasteners.

#### Pitman Arm

- A. While the steering wheel is being rotated in a back-and-forth motion; visually inspect the pitman arm and output shaft connection for looseness at the output shaft joint.
- B. Also inspect the pitman arm for damage, cracks or welded repairs.

#### Power Steering

- A. Manually manipulate the auxiliary power assist cylinder to check for looseness. Start the bus and rotate the steering wheel in a back-and-forth motion to ensure the power steering pump is operable.
- B. With the engine stopped, inspect the system drive belt(s) for any fraying, cracks or fluid saturation. Check the belt tension. On units equipped with an automatic tensioner, ensure that the tensioner moves freely.
- C. Inspect the fluid reservoir while at operating temperature to ensure that the fluid level is not below the add mark. Inspect for signs of fluid leakage.

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#### Steering

- A. Visually inspect for any modification or other condition that interferes with free movement of any steering component. Turn the steering wheel through a full right and left turn and feel for binding or jamming conditions. Both front wheels must turn to full right or full left without binding or interference.
- B. Inspect turn stops by observing for shiny spots and/or signs of wear due to contact with other vehicle components on the sides of tires, drag links, the pitman arm, shock absorbers or brake lines.

#### Steering Column/Wheel

- A. Inspect the steering column for any looseness in bolts, clamps, positioning parts or universal joints. Inspect flexible coupling in steering column (if the vehicle is so equipped) for excessive misalignment and tightness of the clamp bolt or nut.
- B. Inspect the steering column and components for damage, cracks or welded repairs. Inspect the steering wheel to ensure that it is properly positioned and secured.
- C. Place steering axle wheels in a straight-ahead position, have an assistant turn the steering wheel until movement is observed at the left road wheel, and measure the steering wheel movement from the starting position to the wheel movement position. Compare this measurement to the applicable listing in Table 5: Steering Wheel Free Play Values, below.

 Steering wheel diameter (inches)
 Lash (inches)

 16 or less
 4 1/4

 18
 4 3/4

 19
 5

 20
 5 1/4

 21
 5 1/2

 22
 5 3/4

**Table 5. Steering Wheel Free Play Values** 

#### **Steering Gear Box**

- A. Visually examine the steering gear box for any loose, damaged or missing mounting bolts. Inspect for cracks in the gear box or mounting brackets, or for any obvious welded repairs.
- B. While having an assistant rock the steering wheel back and forth, visually inspect the steering shaft and gear box for any looseness where the steering gear box is mounted to the frame. Visually inspect the steering shaft coupler for cracks, damage or looseness.
- C. With the engine operating, inspect for excessive fluid and/or oil leaks (observable movement of fluid).

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#### Tie Rods/Drag Links

- A. While having an assistant rock the steering wheel back and forth, visually inspect the tie rod ends, crossbar and drag links for any looseness at the steering linkage pivot points.
- B. Check for lateral and vertical movement by grasping the tie rod and drag link sockets, attempting to laterally and vertically move the ball joint (rotational movement will not be considered). Any motion, other than rotational, greater than ½ inch that can be detected by movement with two hands with moderate strength in any connecting joint is a defect.
- C. Check the crossbar for structural damage and the crossbar clamps for secure mounting.

#### 3.M. Suspension System Standard

- A. The capacity of springs or suspension assemblies shall be commensurate with the chassis manufacturer's GVWR.
- B. Rear leaf springs shall be of a progressive rate or multi-stage design. Front leaf springs shall have a stationary eye at one end and shall be protected by a wrapped leaf, in addition to the main leaf.

#### 3.M.1. Air Suspension

#### ❖ 49 CFR 393.207 (f)

Inspect air suspension (if equipped). Observe that the vehicle is lifting level. With the air system fully charged, inspect for any audible or visual air leakage at the air spring assembly, supply hoses and connections.

**Note:** Use caution whenever underneath the vehicle. There may not be sufficient room should a problem occur with the air suspension system.

#### 3.M.2. Axle Parts/Members

- A. Visually and physically inspect all front and rear axle components. Inspect all U-bolts and other suspension to axle mounting hardware for cracks, breaks, looseness or improper type.
- B. Inspect axle, axle housing, spring hanger(s), shackles or other axle components for alignment, cracks, breaks and loose or missing items that could result in shifting of an axle from its normal position.
- C. Inspect front axle beam for signs of improper repair (e.g., welding or heating).
- D. Inspect for any worn (beyond manufacturer specifications) or improperly assembled U-bolt, shock, kingpin, ball joint, strut, air spring or positioning components.
- E. Inspect all leaf spring hangers, hanger assemblies or portions of leaf for broken, separated, sagging, bent, abnormally worn (beyond manufacturer specifications), shifted or missing components.
- F. Inspect pins and bushings for wear, off-center spring eye, rubbing shackle or nonsymmetric joints. Inspect for any broken, weak or damaged coil spring and mounting assemblies.

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#### 3.M.3. Shock Absorbers

A school bus must be equipped with front and rear double acting shock absorbers compatible with the manufacturer's rated axle capacity.

Visually and physically inspect all hydraulic shock absorbers for leaks, looseness, damage or missing components.

#### 3.N. Storage Compartment

A container of adequate strength and capacity for storage of tire chains and/or tow chains and such tools must be provided if such items are carried on the bus. The storage container may be located either inside or outside of the passenger compartment. If inside, it must be fastened to the floor and have a cover.

Interior Overhead Compartments must:

- A. Comply with head-protection requirements of <u>FMVSS 222, School Bus Passenger Seating</u> and <u>Crash Protection</u>, where applicable.
- B. Be completely enclosed and equipped with latching door (both door and latch sufficient to withstand a pushing force of 50 pounds applied at the inside center of the door).
- C. Have all corners and edges rounded with a minimum radius of 1 inch or be padded equivalent to door header padding.
- D. Be attached to the bus sufficiently to withstand a force equal to 20 times the maximum rated capacity of the compartment.
- E. Have no protrusions greater than 1/4 inch.

#### 3.O. Tires

- ❖ MSS <u>169.4501</u> and <u>169.4502</u>
- **49 CFR 570.62**
- A. Buses manufactured before Jan. 1, 1995 may have different sized tires, but shall not be on the same axle. Therefore, all tires on an axle must be of the same size and construction type bias ply or radial construction and must conform to the chassis manufacturer's GVWR.
- B. Buses manufactured after Dec. 31, 1994 shall only use tires of the same size and load range on all axles.
- C. Tires and rims must meet the load rating commensurate with the manufacturers GVWR.
- D. Tires must not have unrepaired fabric breaks or be repaired with a boot or blowout patch. Tires must not have a bump, bulge, knot or separation. Tires must not have exposed or damaged body cords.
- E. Recapped tires shall not be used on the front axle.
- F. Tires must not be re-grooved or re-cut below the original groove depth when extra under-tread rubber was not provided for this purpose, or the tire is not marked "re-groovable."
- G. Dual rear tires must be provided, except for Type A school buses.
- H. Recapped tires are only permitted on the rear wheels.

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- I. Front tires shall not be less than  $\frac{4}{32}$  inch in any major tread groove. Use a tread-depth gauge for accuracy.
- J. Rear tires shall not be less than  $^2/_{32}$  inch in any major adjacent tread groove. Use a tread-depth gauge for accuracy.

#### 3.O.1. Spare Tire

If the bus carries a spare tire, it must be suitably mounted in an accessible location outside the passenger compartment.

#### 3.O.2. Tire Inflation

No bus shall be driven with a flat tire or a tire that has an audible air leak. A tire is flat when the air pressure is 50 percent or less of the maximum inflation pressure as indicated on the tire sidewall.

#### 3.O.3. Traction Assisting Devices

- A. Sanders are not required equipment, but if used, they must conform to the standard outlined in MSS 169.4501. They must:
  - 1. Be of a hopper cartridge-valve type.
  - 2. Have a metal hopper with all interior surfaces treated to prevent condensation of moisture.
  - 3. Have a capacity of at least 100 pounds.
  - 4. Have a cover on the filler opening of the hopper that screws into place, sealing the unit airtight.
  - 5. Have discharge tubes extending to the front of each rear wheel under the fender.
  - 6. Have no-clogging discharge tubes with slush proof, non-freezing rubber nozzles.
  - 7. Be operated by an electric switch with a telltale light mounted on the instrument panel.
  - 8. Be exclusively driver controlled.
  - 9. Have a gauge to indicate when the hopper(s) require refilling at no less than 1/4 full.
- B. Automatic traction chains may be installed.

#### 3.P. Trailer Hitch Receiver

MSS 169.4501 and 169.4502, subdivision 8

Installation of a trailer hitch receiver is permissible, provided it does not extend beyond the rear bumper and follows the chassis manufacturer's specifications.

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#### 3.Q. Towing Attachment Points

Front and/or rear towing devices (i.e., tow hooks, tow eyes, or other designated towing attachment points) shall be furnished to assist in the retrieval of buses that are stuck and/or for towing buses when a wrecker with a wheel lift or axle lift is not available or cannot be applied to the towed vehicle.

- A. Towing devices shall be attached to the chassis frame either by the chassis manufacturer or in accordance with the chassis manufacturer's specifications.
- B. Each towing device shall have a strength rating of 13,500 pounds each, for a combined rating of 27,000 pounds with the force applied in the rearward direction, parallel to the ground, and parallel to the longitudinal axis of the chassis frame rail. For pulling and lifting purposes, tow hooks must be used simultaneously. For pulling, angularity applied to the tow hooks will decrease their capacity.
- C. The towing devices shall be mounted such that they do not project forward of the front bumper or rearward of the rear bumper.

**Note:** Type A buses are exempt from the requirement for front tow hooks or eyes due to built-in crush zones.

#### 3.R. Transmission

- A. Automatic transmissions shall have no fewer than three forward speeds and one reverse speed. Mechanical shift selectors shall provide a detent between each gear position when the gear selector quadrant and shift selector are not steering-column mounted.
- B. Automatic transmissions shall have a transmission shifter interlock controlled by the application of the service brake to prohibit accidental engagement of the transmission.
- C. A manual transmission shall provide not less than three forward gears. Second and higher gears must be synchronized, and at least one reverse gear must be included.
- D. The shift pattern must be in full view of the driver MSS 169.4502, subdivision 12.

#### 3.S. Wheel Bearings/Hubs

- A. Visually inspect the wheel bearing assemblies for looseness, damage, missing, or loose fasteners. This shall include locking pins, draw keys, caps and bearings.
- B. Visually inspect for any missing (hub) cap, plug, or filler plug, and for any evidence of a leaking wheel seal.
- C. Physically inspect the wheel bearing assemblies for play as follows: With the tire raised off the ground, grasp it at the top and move the wheel assembly in and out. If movement is present, identify the source by following this procedure:
  - Have an assistant fully apply brakes while rechecking the play. If the movement disappears with brakes applied, then the play is in the wheel bearings. If the movement remains, it is most likely in the kingpin area. The wheel bearing assembly shall not have excessive movement that exceeds .010 (1/100) inch measuring at the bearing hub.
- D. Visually inspect A-frames and bushings on Type A vehicles. Inspect bushings for wear, cracking, splitting, or severe extrusion from suspension parts.
- E. For vehicles equipped with "wet hubs" or oil bath hubs the inspector should visually check the site glass for lubricant level.

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#### 3.T. Wheel Fasteners

❖ 49 CFR 393.205 and 570.61 through 570.62

A wheel shall not have any nuts, bolts, studs or lugs that are broken, missing, damaged or loose.

#### 3.U. Wheels

Visually examine for conditions itemized below.

- A. A tire rim, wheel disc, or spider shall have no visible cracks, elongated bolt holes, or any indications of repair by welding.
- B. A lock or slide ring must not be broken, cracked, improperly seated, sprung or have mismatched rings.
- C. The use of multi-piece rims or tube-type tires is not permitted on school buses manufactured after Oct. 31, 2004.

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### 4. Color

#### Item/Method of Inspection

#### 4.A. Buses Manufactured before Jan. 1, 1995

All requirements contained in Chapter 4.A are required under MN Rules 1993, Chapter 3520.

#### 4.A.1. Body Color

The body, including the cowl, shall be National School Bus Yellow.

#### 4.A.2. Other Required Colors

#### A. Beltline

- **MSS** 169.4503
- 1. The beltline may be yellow with black lettering or black with yellow lettering. The beltline is the area running the length of the bus body immediately below the side windows and above the seat-level rub rail.
- 2. Beltline lettering may contain yellow or black reflective material.

#### B. <u>Bumpers</u> (front and rear)

- 1. The chassis and bumpers shall be painted glossy black.
- 2. Silver, black, or yellow retroreflective material may be used on the front bumper for increased night visibility.

#### C. Fenders

The fenders may be glossy yellow or glossy black.

#### D. Hood

The hood may be yellow, lusterless black or lusterless yellow.

#### E. Rub Rails

The rub rails adjacent to the beltline may be black or yellow. All other rub rails must be black.

#### F. Wheels

The wheels shall be painted glossy black.

#### 4.A.3. Optional Colors

Wheels, rims, chassis grills, mirror backs, rims and mounting brackets, reflective housings, window frame accessories and other trim items may be a color other than yellow or black.

#### 4.B. Buses Manufactured after Dec. 31, 1994

- A. A Multifunction School Activity Bus (MFSAB) shall be exempt from these requirements.
- B. A Head Start bus that is not equipped as a school bus must be painted colors other than national school bus yellow.

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#### 4.B.1. Body

The school bus body, including the cowl, shall be painted NSBY.

#### 4.B.2. Other Required Colors

#### A. Beltline

#### **❖** MSS 169.4503

The beltline may be yellow with black lettering or black with yellow lettering. The beltline is the area running the length of the bus body immediately below the side windows and above the seat-level rub rail.

#### B. Bumper

The bumpers and chassis shall be black.

#### C. Fenders and Fenderettes

❖ MSS <u>169.4502</u> and <u>169.4503</u>

May be black.

#### D. Grill

#### MSS 169.4502

The grill may be the manufacturer's standard color or chrome.

#### E. Hood

#### **❖** MSS 169.4502

The hood may be NSBY, non-reflective yellow or non-reflective black.

#### F. Lettering

Unless otherwise specified, all required lettering shall be black.

#### G. Roof

Except for the vertical portion of the front and rear roof caps, the roof of the bus, above the drip rails, may be white.

#### H. Rub Rails

#### **MSS** 169.4503

The rub rails adjacent to the beltline may be black or yellow. All other rub rails must be black.

#### I. Signal Lamps (Eight-Ways)

#### **MSS** 169,4503

The area around the lenses of alternately flashing signal lamps extending outward from the edge of the lamp 3 inches, plus or minus ¼ inch, to the sides and top and at least 1 inch to the bottom, must be black.

#### J. Visor and Hoods

When provided, visors or hoods over the flashing warning signal lamps shall be black.

#### K. Wheels

May be silver, gray, white, yellow or black.

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## 5. Lamps and Signals

When checking LED (light emitting diode) lighting, if more than 25 percent of the LED's elements fail to illuminate the light must be replaced.

#### References

- ♦ MSS 169.4501; 169.4503; 169.47; 169.48; 169.49; 169.50, subdivision 1(a); 169.51; 169.57; 169.60; 169.64, subdivision 8
- ❖ FMVSS 101, 108 and 131

#### **Exterior**

	Item on vehicle	Qty.	Color	Location	Position	Height
5.A.	Headlamps	2	White	Front	On the front at the same height, with an equal number at each side of the vertical centerline as far apart as practicable.	Not less than 22 inches nor more than 54 inches above the road surface.
					A daytime running lamps system shall be provided for buses manufactured on or after Jan. 01, 2008.	
5.B.	Turn Signals	2	Amber	At or near the front	One on each side of the vertical centerline at the same height and as far apart as practicable.	Not less than 15 inches nor more than 83 inches above the road surface.
		2	Amber	One on each side (Intermediate)	Left side lamp shall be mounted rearward of the stop signal arm, and the right side lamp shall be mounted rearward of the entrance door.	
		2	Amber	Rear	At least 7 inches in diameter or, if a shape other than round, a minimum of 38 square inches, one on each side of the vertical centerline, and as far apart as practicable.	Their horizontal centerline shall be a maximum of 12 inches below the rear window.
5.C.	Vehicular Hazard Warning Signal	2	Amber	Front	See turn signal (front).	
	Flasher Lamps	2	Amber	Rear	See turn signal (rear).	-
					,	e connected to the chassis hazard warning ng of turn signal lamps when needed as a
5.D.	Clearance Lamps	2	Amber	One on each side on the front of the vehicle	One on each side of the vertical centerline to indicate overall width.	The front clearance lamps shall both be on the same level, as high as practicable, located at a height of not less than 24 inches above the headlamp centers.
		2	Red	One on each side on the rear of the vehicle	One on each side of the vertical centerline to indicate overall width.	Both on the same level, as high as practicable.

5.E. Identification L	Identification Lamps	3	Amber	Front	As close as practicable to the top of the vehicle, at the same height, and as close as practicable to the vertical centerline of the vehicle with lamp centers spaced not less than 6 inches nor more than 12 inches apart. Alternatively, the lamps may be located as close as practicable to the top of the cab.	All three on the same level as close as practicable to the top of the vehicle.
		3	Red	Rear	One as close as practicable to the vertical centerline. One on each side with lamp centers not less than 6 inches nor more than 12 inches apart.	All three on the same level, as close as practicable to the top of the vehicle.
5.F. Eight Lamp Warning System		4	Two red, two amber	Front	On the front of the cab, as far apart as practicable, but in no case shall the spacing between lamps be less than 40 inches. Amber lamps must be mounted at the same height as, and just inboard of the red lamps.	As high as practicable but at least above the windshield.
		4	Two red, two amber	Rear	On the rear of the bus body as far apart as practicable, but in no case shall the spacing between lamps be less than 40 inches. Amber lamps must be mounted at the same height as and just inboard of the red lamps.	As high as practicable but at least above the top of any side window opening
					period sufficient to allow the lamp to only be activated by manual or for deactivated and the red lamps must	to 120 cycles per minute, with an activation o reach full brightness. Amber lamps may ot operation, and must be automatically to be automatically activated when the bus or stop-arm is extended. (See also 8.B)
•	Stop-Arm Lamp System		Red lamps		Each side of the stop signal arm must have at least two red lamps installed on a non-reflective stop sign.	The lamps must be centered on the vertical centerline of the stop-arm. One lamps must be at the extreme top and other at the extreme bottom.
			Red lamps		Option1: Each side of the stop signal arm may be illuminated with at least two red lamps installed on a reflective stop sign.	The lamps must be centered on the vertical centerline of the stop-arm.
					Option 2: Letters that form the word "STOP" may be illuminated by outlining each letter, or illuminating the middle of each letter stroke.	

5.H. Side Marker Lamp(s)	2	Amber	One on each side (front)	As far to the front as practicable.	Not less than 15 inches above the road surface.
_	2	Amber	One on each side (Intermediate)	At or near the midpoint between the front and rear side marker lamps, if the length of the vehicle is more than 30 feet.	Not less than 15 inches above the road surface.
-	2	Red	One on each side (rear)	As far to the rear as practicable.	Not less than 15 inches above the road surface.
5.I. Reflex Reflector(s)	2	Amber	One on each side	At or near the midpoint between front- and rear-side marker lamps, if the length of the vehicle is more than 30 feet.	Between 15 inches and 60 inches above the road surface.
	2	Red	Rear	One on each side of the vertical centerline, as far apart as practicable, and at the same height.	Both on the same level, between 15 inches and 60 inches above the road surface.
	2	Red	One on each side (rear)	As far to the rear as practicable.	Both on the same level, between 15 inches and 60 inches above the road surface.
	2	Amber	One on each side (front)	As far to the front as practicable.	Both on the same level, between 15 inches and 60 inches above the road surface.
5.J. Strobe Lamp	1	White	Roof	White strobe lamp of double flash type centered on the roof not closer than 12 inches or more than 6 feet from the rear roof edge. Cannot be located forward of a roof hatch.	
5.K. Tail/Stop Lamps	2	Red	Rear	Two combination lamps with a minimum diameter of 7 inches, or if a shape other than round, a minimum 38 square inches of illuminated area shall be mounted on the rear of the bus just inboard of the turn signal lamps.	On the same level as the turn signal lamps with centers a maximum of 12 inches below the rear window.
	2	Red	Rear (auxiliary stop lamps)	Two combination lamps with a minimum diameter of 4 inches, or if a shape other than round, a minimum of 12 square inches of illuminated area, one each side of the vertical centerline and evenly spaced.	Placed on the rear of the body on the same level between the beltline and the floor line.
				Note: A rear auxiliary stop lamp may	

5.L.	Backup Lamp	2	White	Rear	At least 4 inches in diameter or, if a shape other than round, a minimum of 12 square inches of illuminated area. If placed on the same horizontal line as the brake lamps and turn signal lamps, they shall be to the inside.	No requirement.
5.M.	License Plate Lamp	1	White	Rear	At the rear license plate to illuminate the plate from the top or sides.  Note: May be combined with auxiliary tail lamp.	No requirement.
5.N.	Parking Lamps	2	Amber or White	Front and rear	Additional Lamps Required on All Passenger Cars, and on Multipurpose Passenger Vehicles (MPV), Trucks, and Buses, Less Than 80 inches (2032 MM) in Overall Width  On the front, at the same height, symmetrically about the vertical centerline, as far apart as practicable Note: Parking lamps must be steady are on.	Not less than 15 inches, nor more than 72 inches  burning and activate when the headlamps
5.0.	Stop Lamp (High Mount)		One red, or two red			Not less than 34 inches except for passenger cars. See FMVSS 131, Section 6.1.4.1  application of the service brakes or may be rd the motion of the vehicle. The lamp must 1, Section 6.1.1.2.

### Interior

	Item on vehicle	Qty	Color	Location	Position	Height
5.P.	Headlamp Dimmer Switch				The dimmer switch must allow the driver to switch between low and high beam intensities.	
5.Q.	High Beam Headlamp Indicator	1			In view of the driver to indicate high beam headlamps are illuminated.	
5.R.	Turn Signal/Hazard Flasher Indicator	1 or 2			In view of the driver to indicate a turn signal or hazard flashers have been activated.	
5.S.	Brake System Indicator Lamp(s)				In view of driver to indicate either failure of a brake system (air/hydraulic, hydraulic/hydraulic, ABS) or activation of parking brake.	
5.T.	Other Required Indicator Lamps				Other required indicator lamps include glow plug (when applicable), special service door.	
5.U.	Eight-Lamp System Indicator				In view of driver to indicate actuation of the eight-lamp warning signals.	
5.V.	Interior Lamps		White	Front to Rear	Positioned to illuminate the aisle.  Interior lamps that illuminate the aisle	Optional shall be provided.
5.W.	Stepwell Lamp	1	White	Stepwell	Positioned to illuminate the stepwell.	Optional, but must directly illuminate the steps immediately inside the entrance door.
						n entrance door-operated switch, to nd clearance lamps are on and the

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## 6. Lettering and Markings

#### Item/Method of Inspection

This chapter applies to Types A, B, C and D school buses. Only signs and lettering approved or required by state law are permitted to be displayed.

#### 6.A. Notice of Recording Devices

❖ MSS 121A.585

If a video or audio recording device is placed on a school bus, the bus also must display a sign or signs, conspicuously placed, notifying riders that their conversations or actions may be recorded.

#### 6.B. Prohibited Lettering

Lettering on a school bus shall be limited as specified in this section and state law.

#### 6.C. School Bus Signs

- A. The bus body shall bear the words "SCHOOL BUS" in black letters at least 8 inches high on both the front and rear of the body or on signs attached thereto. Lettering shall be placed as high as possible without impairment of its visibility. Letters shall conform to "Series B" of Standard Alphabets for Highway Signs.
- B. "SCHOOL BUS" lettering shall have a reflective background, or as an option, may be illuminated by backlighting.
- C. MFSABs are exempt from these requirements.

#### 6.D. School Bus Identification; other requirements

- MSS 169.4503 subdivision 13
- A. Identification numbers must appear on the sides and rear of the bus.
- B. Symbols or letters may be used on the outside of the bus near the entrance door so that students can identify them. The symbol or letters shall not exceed 64 square inches.
- C. Each bus shall display the school district serviced, company name, or the owner of the bus within the beltline area.
- D. The rear of each bus shall display "Unlawful to pass when red lights are flashing" in 2-inch black letters on a NSBY background. This message shall be displayed directly below the upper window of the rear door. On rear-engine buses, it shall be centered at approximately the same location. This applies to school buses manufactured after Dec. 31, 1994.
- E. In lieu of paragraph D, a Type A, B, C or D bus may be equipped with a changeable electronic message sign on the rear of the bus that:
  - 1. Displays one or more of these messages: "Caution/Stopping," "Unlawful to pass," "Stop /Do not pass," or similar messages approved by the commissioner.
  - 2. Displays messages in conjunction with bus operation and activation of pre-warning flashing amber signals, flashing red signals, or stop-signal arm, as appropriate.
  - 3. Is a supplemental warning system (10.8.D.2, Supplemental Warning System) under MSS 169.4503, subdivision 31.

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#### 6.E. School Bus Identification (optional)

Other lettering, numbering or symbols that may be displayed on the exterior of the bus shall be limited to:

- A. Bus identification number, minimum 12-inch-high characters, on top of the bus, in addition to required numbering on the sides and rear.
- B. The location of the battery(ies) identified by the word "BATTERY" or "BATTERIES" on the battery compartment door in 2-inch lettering.
- C. Manufacturer, dealer or school identification or logos.
- D. Symbols identifying the bus as equipped for or transporting students with special needs as noted in <a href="Chapter 9">Chapter 9</a>, <a href="Specially Equipped School Buses">Specially Equipped School Buses</a>.
- E. Identification of fuel type in 1-inch lettering adjacent to the fuel filler opening.

#### 6.F. Tax Exempt Buses

#### ❖ MSS 168.012, subdivision 1(k)

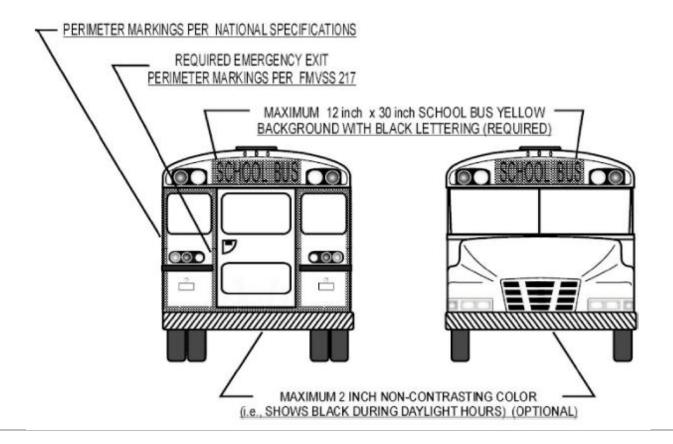
All vehicles displaying tax-exempt license plates must have the name of the operating organization/entity plainly displayed on both sides of the vehicle. This identification must be in a color that contrasts with the part of the vehicle on which it is placed and must endure throughout the term of the registration. Types A, B, C, and D school buses must adhere to the school bus color requirements outlined in <a href="Chapter 4">Chapter 4</a>, <a href="Color">Color</a>. The identification must not be on a removable plate or placard and must be kept clean and visible at all times. Exception: A removable plate or placard may be utilized on vehicles leased or loaned to a political subdivision.

#### 6.G. Reflective Material

- A. The front and/or rear bumper may be marked with non-contrasting retroreflective material. It must be applied diagonally 45 degrees down toward the centerline of the pavement with 2-inch wide strips (plus or minus ¼ inch).
- B. The rear of the bus body shall be marked with strips of retroreflective NSBY material to outline the perimeter of the back of the bus using material that conforms to the requirements of FMVSS 131, School Bus Pedestrian Safety Devices, Table 1. The perimeter marking of rear emergency exits per FMVSS 217, Bus Emergency Exits and Window Retention and Release, and/or the use of retroreflective "SCHOOL BUS" signs, partially accomplishes the objective of this requirement. To complete the perimeter marking of the back of the bus, strips of retroreflective NSBY material, a minimum of 1 inch and a maximum of 2 inches in width, shall be applied horizontally above the rear windows and above the rear bumper, extending from the rear emergency exit perimeter, marking outward to the left and right rear corners of the bus. Vertical strips shall be applied at the corners connecting these horizontal strips. MFSABs shall be exempt from these color requirements.
- C. "SCHOOL BUS" signs, if not a lighted design, shall be marked with retroreflective NSBY material as the background for lettering of the front and/or rear "SCHOOL BUS" signs.
- D. The sides of the bus shall have reflective material with a minimum width of 1 <sup>3</sup>/<sub>4</sub> inch. The effective date is Jan. 1, 1996.

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#### PLACEMENT OF RETROREFLECTIVE MARKINGS



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## 7. Safety Equipment

#### Item/Method of Inspection

## 7.A. Body Fluid Cleanup Kit

School buses must have a removable, moisture-proof body fluid cleanup kit that is properly mounted and identified.

The package of materials must include, but is not limited to, latex gloves, disposal bag and absorbent material, used to clean up spills of potentially infected bodily fluids, under OSHA's Bloodborne Pathogens regulations and Universal Precautions practices; also known as a hygiene kit.

## 7.B. Emergency Equipment

#### 7.B.1. First Aid Supplies

The bus shall have a removable, moisture- and dust-proof first aid kit in an accessible place in the driver's compartment. The location for the first aid kit shall be marked.

The first aid kit must have the following units and packages per unit as outlined in Charts 1 and 2. First aid supplies must be replaced if they are used.

**Chart 1**Required supplies for buses manufactured before Jan. 1, 1995.

Unit Size	10 Unit	24 Unit	36 Unit
4-inch compress bandage	2	6	8
2-inch compress bandage	1	3	7
1-inch adhesive compress	2	2	4
40-inch triangular bandage	-	2	4
4-inch gauze bandage	0	2	4
Absorbent gauze compress	1	2	2
24 x 72-inch gauze compress	1	2	2
Padded tongue blades (Only to be used as a splint)	1	1	1
1-inch x 2 ½-yard adhesive tape*	1	1	2
Wire splint	-	2	2

<sup>\*</sup>Buses manufactured before 1995 shall have 2-2 adhesive tape (1 inch x 2  $\frac{1}{2}$  yards) for 10 and 24 Unit kits.

Note: Chart 2 may be used in lieu of Chart 1.

Capacity 1-16: 10 Unit. Capacity 17-42: 24 Unit. Capacity >42: 36 Unit.

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**Chart 2**Required supplies for Types A, B, C and D buses manufactured after Dec. 31, 1994.

Unit Size	Number Count
1-inch x 2 ½-yard adhesive tape rolls	2
3-inch x 3-inch sterile gauze pads	24
3-inch x ¾-inch adhesive bandage	100
2-inch bandage compress	8
3-inch bandage compress	10
2-inch x 6-inch sterile gauze roller bandages	2
40-inch x 36-inch x 54-inch (approx.) non-sterile triangular bandage	2
36-inch x 36-inch sterile gauze pads	3
Eye pads, sterile	3
Scissors, rounded-end	1
Latex gloves (pair)	1
Mouth-to-mouth airway	1

### 7.B.2. Fire extinguisher

- A. The bus shall be equipped with at least one UL-approved, pressurized, dry chemical fire extinguisher. The extinguisher shall be secured in a mounted bracket located in the driver's compartment and readily accessible to the driver and passengers. A pressure gauge shall be mounted on the extinguisher and shall be easily read without moving the extinguisher from its mounted position.
- B. The fire extinguisher shall have a rating of 2-A:10-BC, or greater. The operating mechanism shall be secured with a type of seal that will not interfere with the use of the fire extinguisher.

#### 7.C. Seat Belt Cutter

NOTE: This subpart does not apply to Type III vehicles.

- A. Buses manufactured before Jan. 1, 2008 and equipped with passenger restraints shall be equipped with a seat belt cutter. The seat belt cutter must be designed to prevent injury during use, and it must be stored in a safe but accessible location.
- B. Buses manufactured Jan. 1, 2008 through Dec. 31, 2012 shall be equipped with a seat belt cutter with a full-width handgrip and a protected, replaceable or non-corrodible blade. It shall be mounted in a location accessible to a seated driver in an easily detachable manner.
- C. Buses manufactured after Dec. 31, 2012 and equipped with wheelchair- or passenger-restraint devices shall be equipped with an additional seat belt cutter. There is no specific location requirement for the second cutter.

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## 7.D. Triangle Road Warning Devices

Each school bus shall contain at least three retroreflective triangle road warning devices that meet the requirements of <u>FMVSS 125</u>, <u>Warning Devices</u>. They shall be mounted in an accessible place.

## 7.E. Two-Way Communication

**❖** MSS 169.4503, subdivision 6

All buses manufactured after January 1, 1995, shall have a two-way voice communications system.

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## 8. Student Pedestrian Safety

## Item/Method of Inspection

When checking light emitting diode (LED) lighting, if more than 25 percent of the LEDs fail to illuminate, the light is considered inoperative.

#### 8.A. Crossing Control Arm

MSS <u>169.4501</u> and <u>169.4503 subdivision 28</u>

All buses manufactured for use in Minnesota after Jan. 1, 2013, shall be equipped with a crossing control arm mounted at the right front corner of the front bumper. The crossing control arm shall be automatically activated whenever the bus is stopped with the flashing red signals in use. A crossing control may be installed on a school bus manufactured before Jan. 1, 2013. If installed, it must function properly.

- A. When opened, this arm shall extend in a line parallel to the body side and aligned with the right front wheel.
- B. All components of the crossing control arm and all connections shall be weatherproofed.
- C. The crossing control arm shall incorporate system connectors (electrical, vacuum or air) at the gate and shall be easily removable to allow for towing of the bus.
- D. The crossing control arm shall be constructed of non-corrodible or nonferrous material or shall be treated in accordance with the body sheet metal specification. (See <a href="Chapter 1">Chapter 1</a>, <a href="Metal">Metal</a> <a href="Treatment">Treatment</a>.)
- E. There shall be no sharp edges or projections that could cause injury or be a hazard to students. The end of the arm shall be rounded.
- F. The crossing control arm shall extend a minimum of 70 inches (measured from the bumper at the arm assembly attachment point) when in the extended position. The crossing control arm shall not extend past the end of the bumper when in the stowed position.
- G. The crossing control arm shall extend simultaneously with the stop signal arm(s), activated by stop signal arm controls.
- H. An automatic recycling interrupt switch may be installed for temporarily disabling the crossing control arm.
- I. The assembly shall include a device attached to the bumper near the end of the arm to automatically retain the arm while in the stowed position. That device shall not interfere with normal operations of the crossing control arm.

## 8.B. School Bus Signal Lamps (Eight Lamp Warning System)

- MSS 169.442, 169.4501, 169.4503
- ❖ FMVSS 108
- A. Installation of an alternately flashing eight-lamp warning system must comply with the following regulation for all lamps on the exterior of the vehicle.

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- a. Each alternately flashing signal lamp must be mounted with its axis substantially parallel.
- b. Alternately flashing signal lamps must be mounted on the same horizontal centerline and above the windshield and at the rear on the same horizontal centerline so that the lower edge of the lens is not lower than the top line of the side window. The vertical and lateral vision of the front and rear alternately flashing signal lamps must not be obstructed by any part of the body or lamp-house insofar as standard bus body construction permits.
- c. The system must be wired so the amber signal lamps are activated only by hand operation, and if activated, are automatically deactivated and the red signal lamps are automatically activated when the bus entrance door is opened.
- d. An amber pilot lamp and a red pilot lamp shall be installed adjacent to the driver controls for the flashing signal lamp to indicate to the driver which lamp system is activated.

#### 8.C. Stop-Arm System

- ❖ MSS 169.442 and 169.4501
- **❖** FMVSS 131
- A. The stop-arm must be installed on the left outside of the body near the front. It shall meet the requirements of <u>FMVSS 131, School Bus Pedestrian Safety Devices</u>. The stop-arm shall be on an octagonal shape with white letters and border, and a red background.
- B. It must extend and retract automatically in conjunction with the flashing red warning lamps and must be activated and deactivated by the entrance door switch.
- C. It shall be either reflective or equipped with flashing lamps (incandescent, LED, or strobe). The stop-arm lamps shall be connected to the alternately flashing red warning lamps. The stop-arm shall be vacuum, electric or air operated. If reflectorized material is used, it shall have no damaged area on either side of the arm.
- D. A reflective stop-arm may be equipped with optional alternately flashing red lamps.
- E. School buses may be equipped with a stop-arm mounted on the left rear corner of the school bus if it complies with <u>FMVSS 131</u>. When two stop signs are installed on the school bus, the rear-most sign shall not be reflectorized, or contain any lettering, symbols, or markings on the forward side.
- F. Every school bus stop-arm shall be shaped, operate and be kept in working order as outlined in this section. It must extend and retract automatically in conjunction with the alternately flashing red signal lights and must be activated and deactivated by the entrance door switch.
- G. Stop-arm LEDs that form the word "STOP" shall form the complete shape of the letters.

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## 8.C.1. Stop-Arm Lamp Requirement

#### A. Non-reflective sign

Shall have at least two red lamps. The lamps shall be centered on the vertical centerline of the stop arm. One of the lamps shall be located at the extreme top of the stop arm and the other at its extreme bottom.

#### B. Reflective sign

Each side of the stop signal arm may be illuminated with at least two red lamps installed on a reflective stop sign. The lamps must be centered on the vertical centerline of the stop-arm. Any optional lamp that is inoperative is considered a defect.

The legend of the retroreflective stop arm may be illuminated in a manner such that light is emitted from the surface of each letter or from the area immediately surrounding each letter. Only red lamps may be used. They shall form the complete shape of each letter of the legend, and shall be affixed to all letters (or to the areas immediately surrounding all letters) in the legend. The shape of each letter shall remain constant When the stop arm is extended, the lamps shall flash at the 60 to 120 flashes per minute. All lamps shall be positioned in one of the two following ways:

- 1. Centered within the stroke of each letter of the legend, or
- 2. Outlining each letter of the legend.

**Note:** inoperable lights on a reflective sign do not constitute an out of service defect.

#### 8.D. Optional Warning Systems

School buses may be equipped with the following safety equipment devices.

#### 8.D.1. Exterior Student-Control System

❖ MSS 169.442, subdivision 4

In addition to equipment required under subdivision 1, and notwithstanding section 169.64, a school bus may be equipped with a driver-activated, exterior student-control warning system. The driver shall activate this system when the use of the stop-signal arm and flashing red signals is required under section 169.443, subdivision 1.

#### 8.D.2. Supplemental Warning System

❖ MSS 169.442, subdivision 6

In addition to the signals required under <u>MSS 169.442</u>, <u>subdivision 1</u>, a Type A, B, C or D school bus may be equipped with a supplemental warning system under section <u>MSS 169.4503</u>, <u>subdivision 31</u>. They shall be meet the following;

- A. Limited to amber and red,
- B. Used in conjunction with activated overhead amber and red warning,
- C. Automatically activated with eight-way system,
- D. Flash at a rate of 60 to 120 flashes per minute by either:
  - 1. Randomized flash pattern, or
  - 2. Alternating with the corresponding overhead light
- E. Installed in pairs, mounted on the same level and placed as wide as practicable on the body above the bumper level.

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### 8.D.3. Strobe Light

♦ MSS <u>169.442</u>; <u>169.4501</u>; and <u>169.64</u>, <u>subdivision 8</u>

A school bus may be equipped with a 360-degree flashing strobe lamp that emits a white light with a flash rate of 60 to 120 flashes a minute. The lamp may be used as provided it complies with the equipment requirements of section 169.442, subdivision 1, or a Head Start bus.

The lamp must operate from a separate switch containing an indicator lamp to show when the strobe lamp is in use

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## 9. Specially Equipped School Buses

#### Item/Method of Inspection

#### 9.A. Aisles

❖ MSS <u>169.4501</u> and <u>169.4504</u>

All school buses equipped with a power lift shall provide at least a 12-inch aisle leading from the wheelchair position to at least one emergency door and special service entrance.

A wheelchair securement position shall never be located directly in front of (blocking) a power lift door location.

#### 9.B. Annual Certificate

State Patrol use only

If all securement devices meet the design and installation requirements, indicate the number of certified wheelchair positions on the inspection certificate and affix the certificate to the windshield.

- A. The maximum number of usable positions is based on the inspection certification.
- B. If additional wheelchair positions are desired beyond what has already been inspected, a new inspection is required.
- C. Type III vehicles are limited to 10 seating positions including the driver. A wheelchair position counts as four seating positions towards the total aggregate count.

#### 9.C. Identification (International Symbol)

Specially equipped school buses shall display the International Symbol of Accessibility below the window line. Such emblems shall be white on blue or black background, shall not exceed 12 inches square in size, and shall be of a high-intensity retroreflective material meeting the requirements of FHWA FP-85, Section 718, Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects.

#### 9.D. Occupant Restraint

MSS 169.4501 and 299A.13

Inspect vehicles with securement devices for occupant restraints according to the following criteria.

#### A. General Seat Belt Requirements

Check that a Type II (lap and shoulder) seat belt assembly meets the manufacturer's requirement under FMVSS 209 and 210.

#### Reject if:

- Belts or material clearly indicates it is not manufactured for such use.
- Belts are installed in accordance with <u>FMVSS 210</u> and the NSTSP requirements.
- Seat belt assembly is not permanently marked/labeled with the year of manufacture, model, and the name of the manufacturer or distributor.
- Lap or shoulder belt is damaged or missing hardware.

#### B. Special Restraining Devices

Special restraining devices such as shoulder harness, lap belts and chest restraint systems shall be installed to the seats if the devices do not require the alteration, in any form, of the

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seat, seat cushion, framework or related seat components. The restraints must be for the sole purpose of restraining students with disabilities (see MSS 169.4504).

#### C. Child Restraint/Child Safety Seating

This includes child restraint and child safety seat use. Additionally, always verify child seat expirations (if applicable).

- On power lift-equipped school buses with a GVWR of 10,000 pounds or more, seat frames may be equipped with attachment points to which belt assemblies can be attached for use with child safety restraint systems (CSRSs) that comply with <u>FMVSS</u> <u>213, Child Restraint Systems</u>. Any belt assembly anchorage shall comply with <u>FMVSS</u> <u>210, Seat Belt Assembly Anchorages</u>.
- 2. Alternatively, a child restraint anchorage system that complies with <u>FMVSS 225</u>, <u>Child Restraint Anchorage Systems</u>, may be installed.
- 3. Seat belt assemblies, if installed, shall conform to <a href="FMVSS 209">FMVSS 209</a>, Seat Belt Assemblies.
- Child safety restraint systems, which facilitate the transportation of children who in other modes of transportation would be required to use a child, infant or booster seat, shall conform to <u>FMVSS 213</u>. This includes child restraint and child safety seat use.

### 9.E. Power Lift Requirements

A. All school buses designed with a power lift shall have the lift located on the right side of the bus body, unless a ramp is needed for unusual circumstances related to passenger needs.

**Note:** The lift may be located on the left side of the bus if is used to deliver students exclusively on the left side of a one-way street.

- B. The lift shall be capable of lifting a minimum weight of 800 pounds. School buses manufactured before Jan. 1, 1995 must be equipped with at least a 750-pound lift capacity and be capable of lifting the wheelchair, occupant and school bus attendant.
- C. A resettable circuit breaker shall be installed between the power source and the lift motor if electrical power is used. It shall be located as close to the power source as possible, but not within the passenger/driver compartment (see MSS 169.4501).

#### 9.E.1. 403 Standard

#### ❖ FMVSS 403

A. This standard applies to platform lifts manufactured on and after April 1, 2005, that are designed to carry standing passengers, who may be aided by canes or walkers, as well as persons seated in wheelchairs, scooters and other mobility aids, into and out of motor vehicles.

The following components must be installed and working to be in compliance with the 403 standard:

- Threshold warning system.
- Hand pendant needs to be backlit.
- On/off switch.

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- 25-lb. bridge plate sensor adjustment.
- Handrails need to be reinforced and capable of withstanding 250 lbs. in any direction.
- Outboard roll-stop must be up and locked before the platform is 3 inches above the ground.
- 50 lb. weight stow pressure.
- Cycle counter.
- Manual backup system.
- A label with the words "DOT Public Use Lift.".
- Interlocks The platform lift system must have interlocks or operate in such a manner when installed according to the installation instructions to prevent vehicle movement unless the platform is stowed. It must also prevent the operation of the platform lift from the stowed position until vehicle movement is inhibited.

#### 9.E.2. 404 Standard

#### ◆ FMVSS 404

This standard applies to motor vehicles manufactured on and after July 1, 2005, that are equipped with a platform lift designed to carry standing passengers who may be aided by canes or walkers, as well as persons seated in wheelchairs, scooters and other mobility aids, into and out of the vehicle.

- Platform lighting.
- The lift must be installed exactly per the manufacturer's instructions.

#### 9.E.3. Lifts/Vehicles Exempt from 403/404 Standard

- \* This section only applies to school buses manufactured before July 1, 2005.
- A. The lift platform shall have a minimum of a 30-inch clear usable width, unobstructed by required hand rail(s). The minimum clear length of the platform between the outer edge barrier and inner edge shall be 40 inches (48 inches for school buses manufactured after Jan. 1, 1998).
- B. Controls shall be provided to allow the operator to operate lift from inside or outside the school bus. The lift shall be designed to prevent falling due to a power failure or single component mechanical failure. The lift shall be designed with a manual backup in the event of a power failure. All lift controls must be portable and conveniently located on the inside of the school bus lift door.
- C. The platform edge and sides shall be designed to restrain wheelchairs or other mobile devices from slipping or rolling off. Additionally, the platform must be covered with a skid-resistant material or be designed to prevent slipping. It must be constructed to permit vision through that portion of the platform covering the window of the special service door when in the stowed position. The outer-edge barrier shall be automatically or manually lowered when the platform is at ground level.
- D. The power lift must be designed so the lift will not operate unless the special service door(s) is opened.

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- E. At least one handrail shall be installed. The handrail shall be approximately 25 to 34 inches in height, a minimum of 18 inches in length and designed to fold when in the stowed position.
  - \* Buses manufactured after Jan. 1, 1998 require two hand rails with a height of 30-38 inches above the platform.
- F. Lift design shall prevent excessive pressure that could damage the lift system when the platform is fully raised or lowered, or prevent vehicle jacking. Lift travel shall allow the platform to rest securely on the ground.

#### 9.E.4. Ramp

- MSS 169.4501 (2010 NSTSP) and 299A.13
- **4**9 CFR 38.23
- A. If a ramp is used, it shall be of sufficient strength and rigidity to support at least 600 lbs. over an area of 26 by 26 inches. It shall be equipped with a protective flange on each longitudinal side to keep the special device on the ramp.
- B. The surface of the ramp shall be constructed of nonskid material. Shall not have protrusions from the surface greater than 1/4 inch high; shall have a clear width of 30 inches; and shall accommodate both four-wheel and three-wheel mobility aids.
- C. The transition from roadway or sidewalk and the transition from vehicle floor to the ramp may be vertical without edge treatment up to 1/4 inch. Changes in level between 1/4 inch and 1/2 inch shall be beveled with a slope no greater than 1:2.
- D. Handrails. If provided, handrails shall allow persons with disabilities to grasp them from outside the vehicle while starting to board, and to continue to use them throughout the boarding process, and shall have the top between 30 inches and 38 inches above the ramp surface. The handrails shall be capable of withstanding a force of 100 pounds concentrated at any point on the handrail without permanent deformation of the rail or its supporting structure. The handrail shall have a cross-sectional diameter between 11/4 inches and 11/2 inches or shall provide an equivalent grasping surface, and have eased edges with corner radii of not less than 1/8 inch. Handrails shall not interfere with wheelchair or mobility aid maneuverability when entering or leaving the vehicle.

#### 9.F. Special Entrance

A. The special service entrance and door shall be located on the right side of the bus and shall be designed not to obstruct the regular service entrance.

**Note:** A special service entrance and door may be located on the left side of the bus if the bus is used only to deliver students to the left side of one-way streets and it use is limited to that function.

- B. The doorpost, headers and all floor sections around this special opening must be reinforced to provide strength and support equivalent to adjacent side wall and floor construction of an unaltered model.
- C. A drip mold must be installed above the opening to effectively channel the water away from the entrance.

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### 9.G. Special Service Entrance Door(s)

- A. A single door or double doors may be used for the special service entrance.
- B. A single door shall be hinged to the forward side of the entrance unless this would obstruct the regular service entrance. If the door is hinged to the rearward side of the doorway, the door shall utilize a safety mechanism that will prevent the door from swinging open should the primary door latch fail. If double doors are used, the system shall be designed to prevent the door(s) from being blown open by the aerodynamic forces created by the forward motion of the bus, and/or shall incorporate a safety mechanism to provide secondary protection should the primary latching mechanism(s) fail.
- C. Door materials, panels and structural components shall have strength equivalent to the conventional service and emergency doors. Color, rub rail extensions, lettering and other exterior features shall match adjacent sections of the body.
- D. All doors shall be weather sealed.
- E. When manually operated dual doors are provided, the rear door shall have at least a one-point fastening device to the header. The forward-mounted door shall have at least three one-point fastening devices. One shall be to the header, one to the floor line of the body, and the other shall be into the rear door. The door and hinge mechanism shall have strength that is greater than, or equivalent to, the strength of the emergency exit door.
- F. All doors shall have positive fastening devices to hold doors in the "open" position when the special service entrance is in use.
- G. Each door shall have windows set in a waterproof manner that are visually similar in size and location to adjacent non-door windows. Glazing shall be of the same type and tinting (if applicable) as standard fixed glass in other body locations.
- H. Special service entrance doors shall be equipped with padding at the top edge of the door opening. The padding shall be at least three inches wide and one inch thick and shall extend the full width of the door opening.
- I. Doorways in which lifts are installed shall be equipped with a special light that provides a minimum of two foot-candles of illumination measured on the floor of the bus immediately adjacent to the lift during lift operation.
- J. Door(s) shall be equipped with a device that will activate an audible or visible signal located in the driver's compartment when the door(s) is not securely closed and the ignition is in the "on" position.
  - The flashing device may be hooked into the emergency brake in such a manner as not to flash if the emergency brake is securely in the brake position on school buses manufactured before Jan. 1, 1995.
- K. A switch shall be installed so that the lift mechanism will not operate when the lift platform door(s) is closed.

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### 9.H. Support Equipment and Accessories

- A. In addition to the webbing cutter required in 7.C, Seat Belt Cutter, each specially equipped school bus that is set up to accommodate wheelchairs or other assistive or restraint devices with webbing attached shall contain an additional webbing cutter that is properly secured in a location to be determined by the purchaser. The webbing cutter shall have a full-width handgrip and a protected, replaceable or non-corrodible blade.
- B. Each specially equipped school bus that is set up to accommodate wheelchairs or other assistive restraint devices should be equipped with an emergency evacuation device that is certified and tested to withstand at least a 300-pound load when used 81 as an emergency stretcher or drag. This evacuation device shall be properly secured to the bus in a location to be determined by the purchaser.

Note: This only applies to buses manufactured on/after July 1, 2017

#### 9.I. Two-Way Communication

❖ MSS 169.4504

All vehicles used to transport a disabled student(s) shall have two-way communications.

#### 9.J. Wheelchair Tie Down and Occupant Restraint System (WTORS)

- ❖ MSS <u>169.4501</u> and <u>299A</u>
- **❖** 49 CFR <u>38.23</u>
- ❖ FMVSS 222
- **❖** SAE J2249

For purposes of understanding the various aspects and components of this section, the terms "securement" and "tie down" and the phrases "securement system" or "tie down system" are used exclusively in reference to the devices that anchor the wheelchair to the vehicle. The term "restraint" and the phrase "restraint system" are used exclusively in reference to the equipment that is intended to limit the movement of the wheelchair occupant in a crash or sudden maneuver. The term "wheelchair tie down and occupant restraint system (WTORS)" is used to refer to the total system that secures the wheelchair and restrains the wheelchair occupant.

Wheelchair securement devices installed in any vehicle must be maintained in working order and according to the manufacturer's recommendations.

#### A. WTORS General Requirements

- A wheelchair tie down and occupant restraint system installed in specially equipped school buses shall be designed, installed and operated for use with forward-facing wheelchair-seated passengers and shall comply with all applicable requirements of <u>FMVSS 222, School Bus Passenger Seating and Crash Protection</u> and SAE J2249, Wheelchair Tie down and Occupant Restraint Systems for Use in Motor Vehicles.
- 2. The WTORS, including the anchorage track, floor plates, pockets or other anchorages, shall be provided by the same manufacturer or shall be certified to be compatible by manufacturers of all equipment/systems used.
- 3. Wheelchair securement positions shall be located such that wheelchairs and their occupants do not block access to the lift door.

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- 4. A device for storage of the WTORS shall be provided. When the system is not in use, the storage device shall allow for clean storage of the system, keep the system securely contained within the passenger compartment, provide reasonable protection from vandalism, and enable the system to be readily accessed for use.
- 5. The WTORS, including the storage device, shall meet the flammability standards established in FMVSS 302, Flammability of Interior Materials.
- 6. The following information shall be provided with each vehicle equipped with a securement and restraint system:
  - A phone number where information can be obtained about installation, repair and parts. (Detailed written instructions and a parts list shall be available upon request.)
  - b. Detailed instructions regarding use, including a diagram showing the proper placement of the wheelchair/mobility aids and positioning of securement devices and occupant restraints, including correct belt angles.
- 7. The WTORS manufacturer shall make training materials available to ensure the proper use and maintenance of the WTORS. These may include instructional videos, classroom curriculum, system test results or other related materials.
- B. Wheelchair Securement/Tiedown: See <u>FMVSS 222</u>, <u>S5.4.1</u>, <u>S5.4.2</u>. Each wheelchair position in a specially equipped school bus shall have a minimum clear floor area of 30 inches laterally by 48 inches longitudinally. Additional floor area may be required for some wheelchairs. Consultation between the user and the manufacturer is recommended to ensure that adequate area is provided.
- C. Check for a Type II seat belt assembly with an upper torso portion at each wheelchair position (See <u>FMVSS 222</u>, <u>S5.4.3</u> and <u>S5.4.4</u>). If the upper torso belt anchorage is higher than 44 inches measured from the vehicle floor, an adjustment device, as part of the occupant restraint system, shall be supplied as a part of the occupant restraint system NSTSP.

Alterations that would return the vehicle to conventional passenger seating (removal of all wheelchair securement devices) must include removal of the power lift and rendering the special service door inoperable unless the special service door meets the emergency exit requirements.

## 9.K. Specially Equipped Bus Inspection Procedure

- A. Visually inspect and operate wheelchair lift to ensure proper function as designed. Inspect for any leaks that would hinder the operation of the lift.
- B. Inspect all safety systems of the wheelchair lift (e.g., hand rails, ramp stops, etc.) and ensure that they are functioning as designed and in compliance with FMVSS 403 and 404.
- C. Ensure that all pinch points are protected from seated passengers.
- D. Visually inspect all wheelchair and occupant securement devices to ensure none are missing or broken and that straps are not frayed/cut.
- E. Ensure that all components for each wheelchair position are compatible in accordance with manufacturers' specifications.
- F. Visually and physically inspect all anchorage points, tracking and fasteners for securement.

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## 10. Type III School Bus

This section applies to Type III vehicles used for the transportation of school children when owned and operated by a school district or privately owned and operated. All related equipment provided on the vehicle must comply with federal motor vehicle safety standards where applicable. If no federal standard applies, equipment must be to manufacturer's standard.

In addition to this section (Chapter 10), Chapter 1 through 5 and 9 will be the basis for the inspection procedure.

#### Item/Method of Inspection

#### 10.A. Color

A Type III vehicle must be painted a color other than NSBY.

#### 10.B. Emergency Equipment (Type III)

#### 10.B.1. Fire Extinguisher

A minimum of a 10-BC rated dry chemical-type fire extinguisher is required. The extinguisher must be mounted in a bracket, be located in the driver's compartment, and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

#### 10.B.2. First Aid Kit and Body Fluid Cleanup Kit

A minimum of a 10-unit first aid kit and a body fluids cleanup kit are required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

Note: reference 10 Unit column in Chart 1 in 7.B.1.

#### 10.B.3. Safety Equipment Location Alternative

MSS 169.454 subdivision 12

Type III vehicles may carry the required emergency equipment in the trunk or cargo area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

#### 10.C. Lamps and Signals

Installation and use of the eight-lamp warning system is prohibited. All lamps on the exterior of the vehicle must conform with and be installed as required by <u>FMVSS 108</u>.

#### 10.D. Lettering and Markings

The vehicle must not have the words "school bus" in any location on the exterior of the vehicle, or in any interior location visible to a motorist.

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## 10.D.1. Notice of Recording Devices

#### **❖** MSS 121A.585

If a video or audio recording device is placed on a school bus, the bus also must display a sign or signs, conspicuously placed, notifying riders that their conversations or actions may be recorded.

#### 10.D.2. Tax Exempt Buses

#### MSS 168.012, subdivision 1(k)

All vehicles displaying tax-exempt license plates must have the name of the operating organization/entity plainly displayed on both sides of the vehicle. This identification must be in a color that contrasts with the part of the vehicle on which it is placed and must endure throughout the term of the registration. Types A, B, C, and D school buses must adhere to the school bus color requirements outlined in Chapter 4, Color. The identification must not be on a removable plate or placard and must be kept clean and visible at all times. Exception: A removable plate or placard may be utilized on vehicles leased or loaned to a political subdivision.

#### 10.E. Mirrors

- A. Line of vision must not be distorted, discolored, flaking or cracked.
- B. Two exterior clear rearview mirrors must be provided, one to the left and one to the right of the driver. Each mirror must be firmly supported and adjustable to give the driver a clear view past the left rear and the right rear of the bus.
- C. The interior clear rearview mirror must afford a good view of pupils and roadway to the rear.

#### 10.F. Stop Signal Arm

Installation and use of a stop signal arm is prohibited.

#### 10.G. Vehicle Age

Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.

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## 11. Out Of Service Criteria

#### STATE INSPECTION PROGRAMS

School bus safety programs vary greatly from state to state. Each state is urged to establish a neutral third-party inspection program. Personnel conducting school bus safety inspections must be knowledgeable in the mechanical components of a school bus and be aware of all the applicable construction standards, laws, rules and all other requirements of their jurisdiction.

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#### **INSPECTION PROCEDURE**

School bus safety inspections should consist of a standardized inspection where vehicles are placed out-of-service based on uniform criteria. States should also develop specific inspection regulations, rules, procedures and out-of-service criteria for all vehicles utilized in student transportation. States are encouraged to develop a system to compile the data for analysis.

## **OUT-OF-SERVICE CRITERIA**

The purpose of criteria is to identify critical school bus components and provide tolerances that inspectors can utilize to determine if a school bus is safe for student transportation. While it is recognized that each state may enforce more stringent standards, this document is intended to establish a baseline for inspecting and placing school buses out-of-service.

#### **RESOURCE INFORMATION**

2015 National School Transportation Specifications and Procedures

49 CFR PARTS 570.1-570.63, Vehicle in Use Inspection Standards

49 CFR PARTS 400-599, Federal Motor Vehicle Safety Standards

49 CFR PARTS 393, 396, Federal Motor Carrier Safety Regulations

49 CFR APPENDIX G to Subchapter B, Minimum Periodic Inspection Standards

Commercial Vehicle Safety Alliance (CVSA), North American Uniform Out-of-Service Criteria

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#### **BODY EXTERIOR**

- A. Any panel, rub rail or trim that is loose, torn, dislocated or protruding from the surface of the bus, creating a hazard (393.203); or
- **B**. Any engine, battery or other door that is not properly secured (393.203).

#### **BODY INTERIOR**

#### <u> Aisle</u>

- A. Aisle does not have the required clearance (571.217); or
- **B.** Obstructions in aisle that prevent passengers from egress to emergency exits (393.62) (393.203).

### Door (Entrance)

- A. Student entrance door does not open or close properly;
- B. Door control handle does not lock in the closed position; or
- C. Door is equipped with a padlock or similar locking device (excludes interlock systems).

#### <u>Floor</u>

Floor not maintained to prevent slipping or tripping by passenger(s).

#### <u>Handrail</u>

- A. Handrail loose or missing; or
- B. Handrail fails the nut/drawstring test as defined by NHTSA.

#### **Panels**

Any panel (e.g., ceiling, side or wheel well) protruding, having sharp edges or not secured so is likely to cause injury.

#### Seat (Driver)

- A. Driver seat is not securely fastened to vehicle and/or fails to maintain adjusted position (393.93); or
- B. Any part of the driver's safety restraint assembly is missing, not properly installed or defective as to prevent proper securement of occupant [393.93(a)(b)] (571.209).

#### Seat(s) and Barrier(s)

- A. Any seat or barrier that is not securely attached to the vehicle (393.91);
- **B.** Any seat or barrier material(s) that compromises the integrity of compartmentalization and occupant protection (571.222); or
- C. Seat spacing fails to comply with 571.222.

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#### **Stepwell**

- A. Any part of the stepwell or support structure that is damaged; or
- **B.** Any part of the stepwell tread that is loose, torn or damaged that would present a tripping hazard.

### **BRAKE SYSTEM(S)**

#### <u>Adjustment</u>

Any one brake beyond the adjustment limit (See Table 1: Brake Adjustment Specifications.)

#### Air System

- A. Absence of effective braking action upon application of service brakes [393.48 (a)];
- B. Audible air leak at chamber (e.g., ruptured diaphragm, loose chamber clamp, etc.) [386.3(a)(1)];
- C. If an air leak is discovered and either the primary or secondary reservoir pressure is not maintained when these conditions exist [396.3(a)(1)]:
  - 1. Governor is cut-in;
  - 2. Reservoir pressure is between 80-90 psi;
  - 3. Engine is at idle; and
  - 4. Service brakes are either fully applied or released; or
- D. ABS malfunction indicator light not functioning as designed or illuminated on all ABS required vehicles.

#### Axle Brakes, General

- A. Chamber size mismatched on axle [393.47(b)];
- B. Mismatched brake chamber long stroke verses regular stroke [393.47(b)]; or
- C. Mismatched slack adjuster length [393.47(c)].

#### Brake Shoe/Pad/Lining

- A. Any lining thickness less than allowed by 393.47;
- B. Lining pad is cracked, broken, not firmly attached or missing (393.47) (surface or heat cracks in the lining should not be considered out of service);
- C. The friction surface of drum, rotor or friction material are contaminated by oil, grease or brake fluid (393.47);
- D. Loose or missing component (e.g., chambers, spiders, support brackets) (393.47);
- E. Fails to make contact with drum/rotor (e.g., frozen, binding, uneven) [393.48(a)];
- F. Absence of braking action on any axle (e.g., failing to move upon application of a wedge, S-cam, cam or disc brake);

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- G. Rotor or drum has evidence of metal-to-metal contact on the friction surface [393.47(d)(1)]; or
- H. Brake pad, lining or shoe missing [393.47(a)].

#### Drums/Rotors

- A. External crack(s) that open upon application [393.47(a)]; or
- B. Any portion of the drum or rotor (discs) missing, broken, misplaced or cracked through rotor to center vent [393.47(a)].

### **Hoses and Tubing**

- A. Brake hose with any damage extending through the outer reinforcement ply [393.45(a)];
- B. Audible leak at other than a proper fitting or connection [393.45(a)];
- C. Any bulge or swelling when brakes are applied [393.45(a)];
- D. Any restriction due to cracked, broken or crimped line/hose [393.45(a)]; or
- E. Any line, tubing, hose or connection that is not constructed to meet standard (571.106).

#### Hydraulic Brake System

- A. System brake failure light or low fluid light on or inoperative (393.51);
- B. Reservoir is below minimum level [393.45(a)] (571.106);
- C. Any seeping, leaking or swelling of hose(s) under pressure [393.45(a)];
- D. Any leak in master cylinder unit [393.45(a)] (571.106);
- E. Any observable fluid leak in the brake system;
- F. Brake failure warning system is missing, inoperative, disconnected, defective, or activated while the engine is running with or without brake application [393.51(b)];
- G. ABS malfunction indicator light not functioning as designed or illuminated on all ABS required vehicles.

### Parking Brake

- A. Fails to hold vehicle in stationary position on normal roadway conditions (absence of ice or snow) in forward or reverse (393.41) [571.105 S5.2.1 and S5.2.3(b)]; or
- B. Parking brake warning lamp fails to function as designed.

#### Pedal Reserve

No pedal reserve with engine running [393.40(b)].

#### **Power Assist Unit**

Fails to operate [396.3(a)(1)].

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#### **BUMPERS**

- A. Front bumper is missing or not properly secured [393.203(e)]; or
- B. Rear bumper is missing or not secured (393.86).

#### CHASSIS/FRAME/UNIBODY

- A. Any cracked, loose, sagging or broken frame side rail [393.201(a)];
- B. Any damage permitting the shifting of the body or imminent collapse of frame [393.201(a)]; or
- C. Any cracked, loose, broken frame member affecting support of functional components (e.g., steering gear, engine, transmission, body part of suspension [393.201(a)].

#### Crossmembers

- A. Any crossmember, outrigger or other structural support which is cracked, missing or deformed that affects the structural integrity of the vehicle (393.201);
- B. Three or more adjacent crossmembers broken or detached (393.201); or
- C. Any area of the floor that is sagging or soft due to broken crossmembers (393.201).

#### **Outriggers/Body Supports**

Any crossmember, outrigger or other structural support which is cracked, missing, deformed or has rust holes where damage affects the safe operation of the vehicle.

#### **Differential**

Cracked or leaking housing [393.207(a)].

#### **Driveshaft**

- A. Driveshaft guard loose, missing, improper placement or bent (393.89); or
- B. Universal joint(s) worn or faulty, or obvious welded repair [393.209(2)(d)].

#### **ELECTRICAL/BATTERY**

#### **Battery**

- A. Battery not secured (393.30);
- B. Signs of leaking or excessive corrosion; or
- C. Battery lacks cranking capacity to start engine.

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#### <u>Cables</u>

- A. Electrical cable insulation chafed, frayed, damaged or compromised insulation burnt, causing bare cable to be exposed [393.28, 396.3(a)(1)];
- B. Loose or corroded connections at battery posts or compromised insulation protection to electrical components [393.28, 393.77(b), 396.3(a)(1)]; or
- C. Missing or damaged protective grommets insulating main electrical cables through metal compartment panels (393.30).

#### Components

- A. Broken or unsecured mounting of electrical components [396.3(a)(1)]; or
- **B.** Electrical cable unsupported, hanging or missing clamps that may cause chafing or frayed conditions [393.28, 396.3(a)(1)].

#### **EMERGENCY EQUIPMENT**

- A. Fire extinguisher missing, not of proper type or size, not fully charged, has no pressure gauge, is not secured or is not readily accessible to the driver or passengers (393.95);
- **B.** Any additional state-specific equipment (e.g., first aid kit, body fluid kit, webbing cutter and emergency reflectors) that fails to meet state specifications and places the vehicle out of service; or
- C. Missing emergency triangles (571.125).

#### **EMERGENCY EXITS**

- A. Any emergency door, window or roof hatch that fails to open freely or completely as defined in 571.217;
- B. Door prop-rod device is missing or inoperative (571.217);
- C. Any emergency exit is equipped with a padlock or similar locking device (excludes interlock systems);
- D. Any vehicle that lacks the required number of emergency exits (571.217);
- E. Any emergency exit that is not properly labeled and marked both inside and outside the vehicle as specified by 571.217;
- F. Any item or modification that reduces the size of the opening and limits egress to the emergency exit by all passengers; or
- G. Emergency exit warning device is not audible in the driver seating position and the vicinity of the emergency door or window (571.217).

#### **ENGINE**

- A. Any critical component that fails to function as designed (396.3); or
- B. Any fluid leak that would affect the safe operation of the vehicle (396.3).

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#### **EXHAUST SYSTEM**

A. The exhaust system is leaking or discharging directly below or at a point forward of the driver or passenger compartment [393.83(g)]; or

**Note:** Does not apply to proper venting for emission systems.

B. No part of the exhaust system shall be located and likely to result in burning, charring or damaging the electrical wiring, the fuel supply or any combustible part of the vehicle [393.83(a)].

#### **FUEL SYSTEM**

#### CNG or LPG Fuels

A. Any fuel leakage from the CNG or LPG system detected audibly or by smell and verified by either a bubble test using non-ammonia, non-corrosive soap solution, or a flammable gas detection meter [396.3(a)(1)].

**Note:** Verification is needed to ensure that the sound is not either internal to the fuel system (such as gas flowing in a pressure regulator, or pressure equalizing between manifold tanks) or a leak in the air brake system.

B. Any fuel leakage from the CNG or LPG system detected visibly (evidence such as ice buildup at fuel system connections and fittings) and verified by either a bubble test using non-ammonia, non-corrosive soap solution, or a flammable gas detection meter [396.3(a)(1)].

**Note:** Some brief fuel leakage or decompression may occur during refueling, causing temporary frosting of CNG or LPG fuel system parts. If the vehicle has been refueled shortly before inspection, care must be taken to distinguish these temporary frosting occurrences from actual leaks.

#### **Liquid Fuels**

- A. Any part of the fuel tank or fuel system not securely attached to the vehicle (393.65);
- B. A fuel system with a dripping leak at any point (393.67 Tank);
- C. Dripping leak (396.3(a)(1) leak other than tank); or
- D. Missing fuel cap or system does not seal as designed.

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#### LAMPS/SIGNALS

A. Any one of the following required lamps that is not working: brake, turn signal, tail, head (low beam), school bus overhead warning light(s) (amber or red), hazard warning or stop arm lamp(s) (571.108, 571.131);

**Note:** Vehicle LED lamps must have more than 25% of the diodes unlit to be considered out of service.

**Interpretation:** Stop-arms utilizing lamps to illuminate the word "STOP" will be evaluated on a per letter basis related to the percentage (>25%) of permissible diodes being inoperative before the out of service criteria takes effect.

- B. Horn fails to function as designed (393.81);
- C. Any critical brake, telltale lamp, buzzer or gauge that fails to function as designed;
- D. Required stop arm(s) fail to operate with overhead red lights as mandated (571.131); or
- **E**. If equipped, a crossing control device fails to extend and retract as designed.

#### **MIRRORS (571.111)**

- A. Any mirror required to provide the driver with the entire field of view, missing, damaged, clouded or otherwise obscured so as to place children in a hazardous position;
- B. Any crossover mirror system or portion thereof that fails to hold a set adjustment;
- C. Any crossover mirrors directed to view any area other than for which they were intended; or
- D. Any part of the required field of vision obscured or not visible from the driver's seated position.

#### STEERING SYSTEM

#### **Ball/Socket Joints**

- A. Any movement under steering load of a nut stud [396.3(a)(1)];
- B. Any motion, other than rotational, between any linkage member and its attachment point of more than 1/8 inch measured with hand pressure only [393.209(d)]; or
- C. Any obvious welded repair [393.209)(d)].

#### Front Axle Beam

Any crack(s) or obvious welded repair [396.3(a)(1)].

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#### **Nuts**

Loose or missing fasteners on tie rod, pitman arm, drag link, steering arm or tie rod arm [396.3(a)(1)].

#### Pitman Arm

- A. Looseness of the pitman arm on the steering gear output shaft [393.209(d)]; or
- B. Any obvious welded repair [396.3(a)(1)] [393.209(d)].

#### Power Steering

- A. Auxiliary power assist cylinder loose [393.209(e)];
- B. Power steering system belts frayed, cracked or slipping [393.209(2)(e)]; or
- C. Power steering system leaking or insufficient fluid in reservoir [393.209(2)(e)].

#### <u>Steering</u>

- A. Any modification or condition that interferes with free movement of any steering component [393.209(d)]; or
- B. Steering travel restricted through the limit of travel in both directions [570.60(c)].

#### Steering Column/Wheel

- A. Absence or looseness of U-bolts or other positioning part(s) [393.209(c)];
- **B.** Welded or repaired universal joint(s) [393.209(d)];
- C. Steering wheel not properly secured [393.209(a)]; or
- D. Steering wheel lash/free play exceeds performance test (see Table #2) [393.209(b)].

#### **Steering Gear Box**

- A. Mounting bolt(s) loose or missing [393.209(d)];
- B. Crack(s) in gearbox or mounting brackets (393.209(d)) [396.3(a)(1)];
- C. Any obvious welded repair(s) [396.3(a)(1)] [393.209(d)]; or
- D. Looseness of yoke-coupling to the steering gear input shaft [393.209(d)].

#### Tie Rods/Drag Links

- A. Loose clamp(s) or clamp bolt(s) on tie rod or drag link(s) [396.3(a)(1)]; or
- B. Any looseness in any threaded joint [396.3(a)(1)].

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#### SUSPENSION COMPONENTS

#### Air Suspension

- A. Deflated air suspension (one or more deflated air spring/bag) [393.207(f)]; or
- B. Air spring/bag is missing, broken, or detached at either the top or bottom (393.207(f)].

#### Axle Parts/Members

- A. Any U-bolt or other spring to axle clamp bolt(s) which are cracked, broken, loose or missing [393.207(a)];
- B. Any axle, axle housing, spring hanger(s), or other axle positioning parts which are cracked, broken, loose or missing that results in shifting of an axle from its normal position [393.207(a)];
- C. Any worn (beyond manufacturer specifications) or improperly assembled U-bolt, shock, kingpin, ball joint, strut, air bag or positioning component [570.61 (a)];
- D. Any spring hanger, assembly part or portion of leaf which is broken, separated or missing [393.207(c)]; or
- E. Any broken coil spring [393.207(d)].

#### TIRES/WHEELS/HUBS

#### Hub

- A. Excessive wheel bearing or kingpin play that exceeds ¼ inch [396.3(a)(1)], (570.61);
- B. Any bearing (hub) cap, plug, or filler plug that is missing or broken, allowing an open view into hub assembly [396.3(a)(1)];
- C. Smoking from wheel hub assembly due to bearing failure [396.3(a)(1)];
- D. When any wheel seal is leaking. This must include evidence of contamination of the brake friction material [396.5(b)];

**Note:** Grease/oil on the brake lining edge, back of shoe, or drum edge and oil stain with no evidence of fresh oil leakage are not conditions for an out-of-service violation.

- E. Lubricant is leaking from the bearing hub and is accompanied by evidence that further leakage will occur [396.5(b)]; or
- F. No visible or measurable of lubricant showing in bearing hub [396.5(a)].

#### Tires

- A. Any sidewall cut, worn or damaged to the extent that the steel or fabric cord is exposed [393.75(a)];
- **B.** Any observable bump, bulge, or knot related to sidewall or tread separation [393.75(a)];

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- C. Tire is flat or has noticeable leak [393.75(a)(3)];
- D. Any front tire worn to less than  $\frac{4}{32}$  inch [393.75(b)];
- E. Any rear tire worn to less than  $^{2}/_{32}$  inch [393.75(c)];
- F. Any school bus operated with regrooved, recapped or retreaded tires on the front axle [393.75(d)]; or
- G. Any tire not of proper type (e.g., load range, size, mismatched on axle).

## Wheels/Rims/Spiders

- A. Any nuts, bolts, studs, lugs or holes that are elongated, broken, missing, damaged or loose [393.205(b)];
- B. Any cracked or broken wheel or rim [393.205(a)]; or
- C. Any lock or slide ring broken, cracked, improperly seated, sprung or has mismatched rings [393.205(a)].

#### WHEELCHAIR LIFT-EQUIPPED VEHICLES

- A. Wheelchair lift does not function as designed or is inoperable;
- **B.** Platform lift manufactured after April 1, 2005 must meet all the following criteria, (as referenced in FMVSS 403 and 404):
  - I. Jacking prevention;
  - 2. Manual backup operating mode;
  - 3. Interlocks to prevent forward or rearward mobility of the vehicle unless lift is stowed and lift doors are closed;
  - 4. Wheelchair retention device; and
  - 5. Platform outer barrier, inner roll stop and threshold warning device.
- C. Any hydraulic line leaking during lift operation;
- D. Wheelchair restraint system is missing, incomplete or improperly installed, loose, damaged or does not adhere to the securement manufacturer's recommendations; or
- **E.** Any required wheelchair occupant restraint system not in compliance (571.222).

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#### **WINDOWS**

- A. Any glass or glazing that is broken through or missing (393.60);
- B. Any glass not of approved type [393.60(a)];
- C. Windshield has discoloration or other damage in that portion extending upward from the height of the topmost portion of the steering wheel but not including a two-inch border at the top and a one-inch border at each side of the windshield or each panel thereof, except as follows:
  - 1. Color or tint applied by the manufacturer for the reduction of glare;
  - 2. Any crack not over 1/4 inch long, if not intersected by another crack;
  - 3. Any damaged area that can be covered by a disc <sup>3</sup>/<sub>4</sub> inch in diameter, if not closer than three inches to any other such damaged area; and
  - 4. Any damage to the driver's side area window(s) or chips, clouding or cracks that obscure the driver's vision [393.60(c)]; or;
- D. No operable defrosting and defogging system to clear the driver's windshield (571.103).

#### WINDSHIELD WIPERS

- A. Inoperative, missing or damaged wiper (393.78); or
- B. Wiper does not clean sweep area of driver's windshield (393.78).

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

•	hts to the certificate holder in lieu of such		iorocinent. A statement c	<b>,</b>
PRODUCER		CONTACT Jill Hatfield		
North Risk Partners		PHONE (A/C, No, Ext): (763) 314-0400	FAX (A/C, No): (855) 9	27-6655
1206 Cedar St.,		E-MAIL ADDRESS: jill.hatfield@northriskpartners.co	m	
Suite 200		INSURER(S) AFFORDING CO	VERAGE	NAIC#
Monticello	MN 55362	INSURER A: The Charter Oak Fire Insurance	e Company	25615
INSURED		INSURER B: Travelers Property Casualty Co	of America	25674
United Sales, Inc. DBA: U	Jnited Bus Sales, Inc.	INSURER C: Travelers Indemnity Co of Con	necticut	25682
16676 - 197th Ave NE		INSURER D :		
Suite B		INSURER E :		
Big Lake	MN 55309	INSURER F:		
COVERAGES	CERTIFICATE NUMBER: 25/26	REVISI	ION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD				
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS				
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,				
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS				

ADDL SUBR POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS (MM/DD/YYYYY) 1,000,000 **COMMERCIAL GENERAL LIABILITY** EACH OCCURRENCE DAMAGE TO RENTED 300,000 CLAIMS-MADE | CCCUR PREMISES (Ea occurrence) 10,000 MED EXP (Any one person) ADA2595043 01/05/2025 01/05/2026 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 POLICY LOC \$ PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 1,000,000 \$ ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED SCHEDULED AUTOS NON-OWNED ADA2595043 01/05/2025 01/05/2026 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTOS ONLY AUTOS ONLY (Per accident) GARAGE \$ ŮMBREĽĽA LIAB 6,000,000 OCCUR EACH OCCURRENCE В **EXCESS LIAB** CUP6Y675113 01/05/2025 01/05/2026 6,000,000 CLAIMS-MADE AGGREGATE DED RETENTION \$
WORKERS COMPENSATION 10,000 X STATUTE AND EMPLOYERS' LIABILITY 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT UB6Y668889 01/05/2026 Ν N/A 01/05/2025 500,000 (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT Limit: \$250,000 Garagekeepers Legal Liability ADA2595043 01/05/2025 01/05/2026 Comprehensive Ded: \$5,000 Collision Deductible \$2,500 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATI	E HOLDER		CANCELLATION
Cooperative Purchasing Connection 1001 E Mount Faith			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
			AUTHORIZED REPRESENTATIVE
	Fergus Falls	MN 56537	David Bolhen



# Evaluation Report RFP #25.16 Certified Pre-Owned School Buses

## Description of Solicitation

The Cooperative Purchasing Connection (CPC) issued a Request for Proposal (RFP) for certified pre-owned school buses on June 9, 2025. The intent of the solicitation was to secure an experienced supplier(s) with the resources and expertise to establish a program that allows participating agencies to purchase a wide range of certified pre-owned (CPO) school buses at discounted pricing.

The solicitation was due on July 9, 2025. Thereafter, CPC conducted and followed its opening procedures and confirmed if the responding Vendors were deemed responsive or non-responsive.

### **Summary of Evaluation**

The solicitation was evaluated by Melissa Mattson, Director of Administrative Services at Lakes Country Service Cooperative; Joni Puffett, CPC Procurement Solutions Program Director; and Amy Lohse, Procurement Specialist.

One proposal was received by the submission deadline. It was from United Bus Sales. Proposals were reviewed for compliance with the mandatory requirements set forth in the Request for Proposal (RFP). The proposal was found to be compliant and deemed responsive.

The evaluators convened virtually on July 11, 2025 to finalize their consensus evaluation and propose a recommendation. A summation of their evaluation is included below.

### **Evaluation Scoring Results**

Refer to the attached Master Score Sheet, listed as Exhibit A.

#### **Evaluation Discussion & Overview**

Upon review of the Vendor's response, the evaluators agreed on the following:

#### **United Bus Sales**

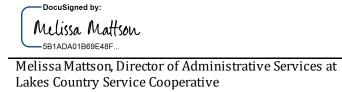
- 1. Supplier holds a dealer license certificate for MN. Customers not located in MN who want to purchase must take delivery at one of United's MN locations.
- 2. 3 members of their sales team are dedicated to working with school buses.
- 3. "One stop shop" for customer needs United Bus Sales operates 3 service locations, a body shop, and will be opening a full parts store at a new facility in Big Lake.
- 4. Lease and lease-to-own purchase options are available.
- 5. Supplier will allow for vehicle trade-in options.
- 6. To ensure compliance with applicable regulations, all used vehicles receive a standard interim inspection. For buses that are required to meet ADA regulations, a separate state patrol inspection is also conducted to evaluate the lift and other ADA-related equipment in addition to the standard inspection.

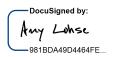
7. Warranty work is provided at dealer service locations in accordance with the manufacturer's process. Used buses with expired warranty periods are not covered under any additional warranty program.

## Recommendation

After analysis of the Supplier's response, the following Vendor(s) are recommended for award: United Bus Sales.

The recommendation and award are subject to final review by CPC Administration and approval by the Board of Directors.





Amy Lohse, Procurement Specialist

Signed by:

Joni Puttery

BEOED0E17BEC407...

Joni Puffett, CPC Procurement Solutions Program Director

1 Attachment/Exhibit A Scoring Spreadsheet

# Exhibit A

RFP #25.16- Certified	Pre-O	wned Schoo	l Buses	
RFP Evaluation; Master S	core Sh	neet		
			Criteria	Points
			Technical	300
			Total Technical Points	300
			Pricing	
			Pricing Schedule	200
			<b>Total Pricing Points</b>	200
			Total Score	500
		<b>United Bus Sales</b>		
		Average Points		
Criteria	Points	Awarded		
Technical Points	300	268		
Total Technical Points	300	268		
Proceed to Pricing Evaluation?	Yes/No			
Pricing Proposal				
Pricing Schedule	200	162		
Total Pricing Points	200	162		
Total Score	500	430		



July 21, 2025

United Bus Sales, Inc. Attn: Randy Johnson 17102 US Hwy 10 SE Big Lake, MN 55309

### Award Decision, RFP #25.16 Certified Pre-Owned School Buses

Dear Randy:

Thank you for your time, effort, and interest in supplying a response for Request for Proposal (RFP) #25.16 Certified Pre-Owned School Buses.

The evaluation committee, using the criteria outlined in the RFP documents, has completed its review of the proposals received.

CPC is pleased to announce that your proposal received the recommendation for award.

This decision is subject to the approval of the Cooperative Purchasing Connection and the North Dakota Educators Service Cooperatives Boards of Directors and the successful negotiation of a mutually acceptable contract.

I will be contacting you soon to finalize a contract. Thank you for submitting your proposal! We look forward to working with you.

Regards,

Joni Puffett, CPPB | Procurement Solutions Program Director Cooperative Purchasing Connection



## **Contract Offer & Award**

**Instructions:** Part I of this form is to be completed by the Supplier and signed by its authorized representative. Part II will be completed by the Cooperative Purchasing Connection (CPC) upon the occasion of an award.

## Part I: Supplier

In compliance with the Request for Proposal (RFP), the undersigned warrants that I/we have examined all General Terms and Conditions, Forms and Specifications, and being familiar with all of the conditions surrounding the solicitation, hereby offer and agree to furnish all goods and services in compliance with all terms, conditions, specifications, and amendments in this solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with this proposal. The undersigned understands that his/her competence and responsibility and that of his/her proposed subcontractors, time of completion, as well as other factors of interest to CPC as stated in the evaluation section, will be a consideration in making the award. This contract offer and award binds said Supplier to all terms and conditions stated in the proposal.

<b>Business Name</b>	United Bus Sales	Date	6/23/25
Address	17102 US HWY 10 SE	City, State, Zip	Big Lake MN 55309
Contact Person	Randy Johnson	Title	Sales
	Para de Oakierare		
<mark>Authorized</mark> Signature	Randy Johnson	Title	Sales
Email	randy@unitedbussales.com	Phone	320-447-7817

#### Part II: CPC

Your response to the identified proposal is hereby accepted. As a Supplier, you are now bound to offer and provide the products and services identified within this solicitation, your response, including all terms, conditions, specifications, exceptions, and amendments. The initial term of this contract shall be for up to twenty-four (24) months and will commence on the date indicated below. There will be an optional renewal for a period lasting no longer than one (1) additional 24-month period. CPC may grant an extension under certain criteria and conditions.

Agency	Cooperative Purchasing Connection	Authorized Signature	Docusigned by: Mulissa Mattson 5B1ADA01B69E48F
Name	Melissa Mattson	Title	Director of Administrative Services
Awarded this	21st day of July	Contract #	25.16 - UBS
Contract/Agre	ement to Commence September 1	, 2025	