

**REQUEST FOR BIDS
FOR
SCHOOL BUSES**

**CLAWSON PUBLIC SCHOOLS
626 Phillips Avenue
Clawson, Michigan 48017**

INFORMATION TO BIDDERS

1. **PURPOSE OF RFB**

Clawson Public Schools (the “School District”) is issuing this Request For Bids For School Buses (the “RFB”) to solicit Bids from qualified vendors for the provision of six (6) used school buses to the School District.

2. **RFB TIMELINE**

The School District’s **anticipated** timeline for its selection process is:

Issuance of this RFB October 22, 2021

Deadline for Written Requests For Clarifications 3:00 p.m. – October 28, 2021

DUE DATE FOR BIDS 10:00 a.m. – NOVEMBER 5, 2021

School District’s Award of the Contract, if any November 15, 2021

Delivery and Installation Deadline On or before January 3, 2022

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the RFB timeline set forth above as it determines to be in its best interest.

3. **BID SUBMISSION REQUIREMENTS AND DEADLINE**

A. All Bids are due on or before 10:00 a.m., local time, on **NOVEMBER 5, 2021** (the “Due Date”) at 626 Phillips Avenue, Clawson, Michigan 48017.

B. Bids shall be sealed and delivered in an opaque envelope (or equivalent) and be marked as follows:

SEALED BID ENCLOSED
CLAWSON PUBLIC SCHOOLS
RFB for School Buses
[Vendor’s Name]
[Vendor’s Address]
[Vendor’s Telephone Number]

C. All Bids shall be delivered to the School District as follows:

CLAWSON PUBLIC SCHOOLS
Attention: Jackie Johnston
626 Phillips Avenue
Clawson, Michigan 48017

D. All Bids must be received by the School District by the Due Date and time set forth above. Each Bidder is responsible for submission of its Bid. Bids or Bid revisions received after the Due Date and time specified above will not be accepted or considered. The School District is not liable for any delivery or postal delays. All Bids received after the Due Date will be unopened and made available to the respective Bidder for pick-up, at their sole cost and expense for a period of two (2) weeks.

E. Each Bid must be an original and hard copy and signed by an authorized member of the Bidder. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Bids will be accepted.

F. All Bids timely submitted will be publicly opened at approximately 10:05 a.m. on November 5, 2021. No immediate decision will be rendered.

G. The School District intends to communicate with Bidders via e-mail (e.g., RFB clarifications and addenda). Except for the delivery of the Bid itself, references in this RFB to “written” form of communications include e-mail.

H. From the issue date of this RFB until a Bidder (Vendor) is selected and the selection announced, a prospective Bidder shall not communicate about the subject of this RFB or a Bidder’s Bid with the

School District, its Board of Education, or any individual member, administrators, faculty, staff, students or employees, except for additional Requests For Clarification in accordance with Paragraph 7.A. below, or as otherwise required by applicable law.

- I. If it becomes necessary to revise any part of this RFB, all addenda will be issued through the School District's website and all addenda shall become a part of this RFB. Each Bidder must in its Bid, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of, any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.
- J. Each Bidder by submitting its Bid releases the School District from any and all claims arising out of, and related to, this RFB process and selection of a Vendor.
- K. A recipient of this RFB is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Bid, or otherwise responding to this RFB, or any negotiations incidental to its Bid or this RFB.
- L. All Bids submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Bids set forth above.
- M. The Bidder, by making his/her Bid, represents that he/she has read and this RFB and that his/her Bid is made in accordance therewith.

4. **QUALIFICATION OF BIDDER**

- A. The School District reserves the right to request qualifications and/or additional information from any Bidder before issuing documents, receiving Bids or awarding the Contract.
- B. Each Bidder shall complete the sworn and notarized Familial Disclosure Affidavit included as **ATTACHMENT C** to this RFB.
- C. Each Bidder shall complete the notarized Iran Linked Business Affidavit included as **ATTACHMENT D** to this RFB.

5. **SPECIFICATIONS**

- A. The specifications for the school buses and other requirements for the Bids are set forth in **Attachment A** of this RFB (the "Specifications"). Bidder must carefully review the Specifications as detailed information is included in the Specifications regarding the manner Bidders are to submit Bids in response to this RFB.
- B. It is the School District's intent that this RFB to encourage and permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any of the Specifications requested in this RFB are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. The School District, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Bidder meet the specifications contained in this RFB and possess equivalent and/or better qualities.

6. **METHOD OF BIDDING & BID REQUIREMENTS**

This outlines the information that must be provided by each Bidder and the required format for its Bid. Any Bid not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Each Bid shall also include any other information or explanations that the Bidder feels is/are significant with respect to the School District making an informed decision relative to its Bid.

Additionally, each Bid must include, at a minimum, the following:

- A. A complete list of all specifications of each bus proposed.
- B. All proposed warranty documents for the buses proposed.

- C. All proposed contract documents.
- D. A completed Bid Pricing Form provided as **ATTACHMENT B**.
- E. A completed Familial Disclosure Affidavit provided as **ATTACHMENT C**.
- F. A completed Iran Linked Business Affidavit of provided as **ATTACHMENT D**.

7. **DISCREPANCIES, OMISSIONS OR INTERPRETATIONS**

- A. Bidder shall promptly notify the School District of any ambiguity, inconsistency, or errors that they may discover upon examination of the RFB and accompanying documents. Prospective Bidders may request that the School District clarify information contained in this RFB. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within three (3) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after 3:00 p.m. on October 28, 2021. All Requests For Clarifications must be emailed to tad.jaworski@clawsonschools.org (Subject Line: Request for Clarification – RFP for School Buses). No response will be made to any oral questions. All questions and answers will be posted on the School District’s website. It is each Bidder’s responsibility to check the School District’s website prior to the RFB Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFB.
- B. If any provisions of this RFB shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. **ADDENDA**

If it becomes necessary to revise any part of this RFB, all addenda will be issued through the School District’s website and all addenda shall become a part of this RFB. Addenda issued by the School District regarding this RFB shall become part of this RFB, the Bid Documents and Contract Documents and receipt thereof shall be acknowledged on the Bid Form. Each Bidder shall ascertain prior to submitting their Bid that they have received all addenda issued.

9. **UNIT PRICES**

- A. Each Bidder must Bid on all Unit Prices listed in the Bid Form. They will be fully considered in awarding the Contract.
- B. Bids are considered irregular and may be rejected if Unit Prices contained in the Bid Form are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
- C. Any Unit Price that, in the sole opinion of the School District, is unbalanced or excessive, may be rejected without affecting the validity of the Bid or other unit prices. An entire Bid may be rejected if, in the sole opinion of the School District, rejection of individual unit prices materially affects the Bid.
- D. All Unit Prices in the Bid shall be firm for a period of 90 days from the Due Date. Pricing shall be F.O.B. delivered to the School District.

10. **SALES TAX**

The School District is exempt from taxation on all tangible personal property purchase by the School District for its use and consumption. The School District will provide its Federal and State tax-exempt number upon request. All prices submitted on the Bid Form shall be inclusive of all applicable taxes, if any. Moreover, please identify the amount, if any, of the Base Bid that has been attributed to sales or use tax. If an amount has been attributed to such tax, please identify which components of the Base Bid to which the tax has been attributed. The School District reserves the right to reduce any Bidder’s Base Bid attributable to improperly allocated sales or use tax.

11. **FORM OF CONTRACT & EXCEPTIONS TO RFB**

The Vendor must enter into a written contract with the School District for the sale and purchase of the school buses. As part of its Bid, the Contractor is invited to submit any proposed contract documents for the sale and purchase of the school buses. Any such contract shall be subject to negotiation with the School District and any such contract must, at a minimum, incorporate the terms and conditions of this RFB.

12. **WITHDRAWAL OR REVISION OF BIDS**

Any Bid may be withdrawn prior to the scheduled Due Date and time for opening of Bids. A Bid may not be modified, withdrawn or canceled by the Bidder for 90 calendar days following the Due Date and time designated for the opening of Bids, and Bidder so agrees in submitting his/her Bid.

13. **ACCEPTANCE AND REJECTION OF BIDS**

- A. Low Bid price is not always the determining factor in the awarding of the Bid. Other factors considered may include, but not be limited to, the following: delivery time, quality, past performance, inventory availability, financial stability, and references.
- B. Bids are considered irregular and may be rejected for any of the following reasons unless otherwise provided by law:
 - 1. If the Bid Form furnished is not used or is altered.
 - 2. If there are unauthorized additions, qualifications, conditions, or irregularities of any kind which may make the Bid incomplete, indefinite, or ambiguous as to its meaning.
 - 3. If Bidder adds any provisions reserving right to accept or reject any awards of contract.
 - 4. If unit or lump sum prices or alternates contained in the Bid schedule are obviously unbalanced either in excess of, or below, reasonable costs analysis values.
 - 5. If Bidder fails to complete any portion of the Bid Form where information is requested such that the Bid Form cannot be properly evaluated.
 - 6. If any pertinent instructions to bidders is not fully complied with.
- C. The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFB), to accept or reject, in whole or in part, any or all Bids with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFB process or any Bid, and the right to award the Contract to other than the Vendor submitting the best financial bid (low bidder). The School District reserves the right to request additional information from any or all Bidders. The School District reserves the right to negotiate with the Bidders concerning their Bids. In the event a Vendor's Bid is accepted by the School District and that Bidder asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Bid and award the Contract to another Bidder. Notwithstanding the foregoing, any award to, or selection of, the successful Vendor shall be contingent upon the Vendor executing the form of contract acceptable to the School District.
- D. The School District shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the base Bid and the alternates accepted.
- E. The School District shall have the right to accept combination bids received from a Bidder for more than one Bid category.

14. **COMPLIANCE WITH LAWS**

- A. All buses shall be equipped in strict compliance with all applicable Federal, State and Local laws, rules and regulations, including but not limited to the Pupil Transportation Act, Michigan Public Act 187 of 1990, as amended, MCL 257.1801 *et seq.* (the "Pupil Transportation Act").

15. **INDEMNIFY AND HOLD HARMLESS AGREEMENT**

Vendor agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the School District, the members of its Board of Education (in their individual and official capacities), administrators and employees, from any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, injuries, damages, costs, expenses, including actual attorneys' fees and actual expert witness' fees, and the cost of litigation that are asserted by any person or entity to the extent arising out of the acts or omissions or willful misconduct in the performance by the Vendor, its officers, employees and agents hereunder, whether or not there is concurrent negligence on the part of the School District, or any breach of any terms or warranty(s) required under this RFB or the contract, or the Vendor's failure to comply with any and all applicable laws. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Vendor or its agents, under workmen's compensation acts, disability benefits acts or other employees' benefits acts.

16. **DELIVERY**

The Bidder shall furnish and deliver all buses purchased on or before **January 3, 2021**. Accordingly, time and coordination are the essence of the Contract.

17. **MAINTENANCE & WARRANTY**

- A. Contractor shall provide all maintenance records for each bus proposed to demonstrate normal and customary preventative maintenance performed on the buses, as well as any repairs completed on any bus.
- B. The Bidder shall provide all warranty and other related information on the buses proposed. In addition to the above, Contractor shall also assign any and all manufacturers' warranties to the School District, if applicable.

18. **CERTIFICATE OF TITLE**

All buses shall be delivered with the appropriate title to the bus. The Bidder shall cooperate with the School District and execute all necessary documents to ensure the proper transfer of title of all buses to the School District. Failure to provide the certificates of title will be considered material breach and will be grounds for not entering into and/or terminating the contract.

INDEX OF ATTACHMENTS

CLAWSON PUBLIC SCHOOLS

RFB FOR SCHOOL BUSES

Attachment A – Specifications of Buses

Attachment B – Bid Pricing Form

Attachment C – Familial Disclosure Affidavit

Attachment D – Iran Linked Business Affidavit

CLAWSON PUBLIC SCHOOLS
RFB FOR SCHOOL BUSES

ATTACHMENT A

Specifications of Buses

The School District is desirous of received Bids that provide pricing for the **SIX (6)** buses with the desired specifications below. ***These six (6) total buses consist of three (3) buses used for general education transportation and three (3) buses used for special needs transportation.***

Use of a manufacturer or proprietary name is representative and for the purpose of showing the desired functions and quality desired, is not a limit on completion, and should be read to include “or substantial equivalent” thereafter. If a Bidder desires to propose alternate buses which do not meet the desired specifications, submission of a Bid is allowed, however, please provide detailed the specifications and other information with the Bid.

All school buses must be Model Year 2019 or newer.

| <u>Product Description</u> | <u>General Education Buses</u> | <u>Special Needs Buses</u> |
|-----------------------------------|---|--|
| Quantity: | Three (3) | Three (3) |
| Model: | Thomas Saf-T-Liner C2 School Bus, Model 341TS | Thomas STARS Equipped Special Needs Saf-T-Liner C2 School Bus, Model 251TS |
| Passenger Capacity: | 77 | 60 passenger model seated for 20 passengers |
| Brake Type: | Air | Air |
| Engine Type: | Detroit Diesel DD5 220 Diesel | Detroit Diesel DD5 220 Diesel |
| Fuel Type (Capacity): | Diesel (60 gallons) | Diesel (60 gallons) |
| Transmission Type: | Automatic | Automatic |
| Air Conditioning: | No | Yes |
| Wheel Chair Positions: | None | 3 (with ability to adapt to 5) |
| Desired Mileage Range: | 4,500 to 19,000 miles | 5,500 to 16,000 miles |

All buses shall be in strict accordance with all State, Federal, and any other local government minimum standards for school buses, including but not limited to, the Pupil Transportation Act.

All manufacturer and other warranties shall be provided to the School District as part of the Bid.

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ATTACHMENT B

BID PRICING FORM

| <u>Bidder Information</u> | |
|---------------------------------|--------------------------|
| <u>Bidder Name:</u> | |
| <u>Business Address:</u> | |
| <u>Contact Person:</u> | <u>Telephone:</u> |
| <u>E-Mail:</u> | <u>Fax:</u> |

A. Pricing

This pricing is for each bus proposed in response to this RFB. **All specifications, warranties and other information relative to the proposed buses must be provided as part of the Bid.** This pricing must be inclusive of all costs and expenses of Contractor to sell and deliver each bus as set forth in the RFB and are to be expressed as not-to-exceed amounts. If the Bid amount includes any tax, it must be separately identified below, along with an explanation of the tax being imposed.

| <u>School Bus Pricing</u> | |
|--|-------------------|
| <u>Pricing Parameter</u> | <u>Total Cost</u> |
| General Education Bus #1: | |
| General Education Bus #2: | |
| General Education Bus #3: | |
| Special Needs Bus #1: | |
| Special Needs Bus #2: | |
| Special Needs Bus #3: | |
| Tax Included, if any | |
| TOTAL NOT TO EXCEED PRICE FOR ALL BUSES | |

B. ACKNOWLEDGEMENT OF ADDENDA TO THE RFB

The Bidder acknowledges the following addendum(a) that were issued to the RFB:

| <u>Addendum Number</u> | <u>Date</u> |
|------------------------|-------------|
| 1 | _____ |
| 2 | _____ |

C. ACKNOWLEDGMENT OF TERMS & AUTHORIZATION

The undersigned Bidder acknowledges and agrees that the School District reserves, in its sole and absolute discretion, the right: (i) to accept or reject, in whole or in part, any and all Bids received in response to this RFB; (ii) to waive informalities and irregularities in the RFB process; and (iii) to award the Contract to other than the Bidder with the lowest financial bid. If awarded the Project, the Bidder agrees to enter into the form of Contract with the School District, and to furnish the Project related services in strict accordance with the RFB and the Contract. By submitting a Proposal, the Bidder certifies that its Bid, as submitted, complies with all terms and conditions as set forth in this RFB, unless specifically enumerated as an exception as part of its Bid.

Bidder Name: _____

Authorized Individual Name: _____

Position/Title: _____

Signature: _____

Date: _____

CLAWSON PUBLIC SCHOOLS
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ATTACHMENT C

Attached

CLAWSON PUBLIC SCHOOLS
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ATTACHMENT D

Attached

