

**INVITATION TO BID**  
**2020-2021 Bellaire Public Schools Bus Purchasing Program**

Bellaire Public Schools (“BPS”)

**SECTION I – INSTRUCTIONS TO BIDDERS**

**1.1 Intent**

The Bellaire Public Schools are accepting sealed Proposals for the purchase of one (1) or two (2) used school buses according to the following specifications (or equivalent):

Product Type:	School Transportation
Year:	2018 or newer
Mileage:	≤ 50,000 miles
Chassis Model:	B2 106
Chassis MFG:	FLNER
GVWR:	31,000-LB
Passenger Capacity:	77
Headroom:	78
Wheelbase:	279
Brake Type:	Air
Engine Type:	Cummins ISB220 Diesel, 6 CYL, 220 HP, 2,600 RPM (or comparable)
Fuel Type:	Diesel
Fuel Tank Capacity:	100
Transmission Type:	Automatic, 2500 PTS
Axle, Front:	10,000-LB Capacity
Axle, Rear:	21,000-LB Capacity
Tires, Front:	Front Hankook AH24 11 R22.5 14 Ply Tires (or comparable)
Tires, Rear:	Rear Hankook DH06 11 R22.5 14 Ply Tires (or comparable)
Suspension Front:	10,000-LB
Suspension Rear:	Airliner, 21,000-LB
Other:	Engine Block Heater/Proheat For Cold Weather Starting (or comparable)

**1.2 Purpose**

The purpose of this Invitation to Bid is to allow BPS to purchase a quality used bus at a competitive price. BPS issues this Invitation to Bid to interested Vendors, receives and organizes the Vendors’ Proposals and compiles a Vendor price list to allow BPS Administration and the Board of Education compare pricing from participating Vendors.

### 1.3 Proposal Format

Proposals are to be submitted in sealed envelopes, clearly marked: “2020-2021 BPS Bus Program” with the type of unit(s) identified. Proposals must include:

1. The original form printed from the program and signed by the company’s representative
2. One packet of your company’s advertising
3. Vendor contact information
4. Copies of all warranties in hard copy
5. Clarifications and explanations in hard copy

### 1.4 Due Date

Proposals will be received until **1:00 p.m., EST, Friday, October 23, 2020** at the Bellaire Public Schools central office located at 204 W Forest Home Ave, Bellaire, Michigan 49615, at which time Proposals will be publicly opened and read aloud. Proposals received after the above deadline will be returned to the originator unopened. Mail allowances will not be made beyond the specified time and date.

**Proposals sent by facsimile or other electronic means will not be accepted.**

The **bid program will be locked at 1:00 p.m. on Friday, October 23, 2020** and no further changes will be allowed to the pricing.

### 1.5 Right to Reject

BPS reserve the right to accept or reject any or all Proposals, in whole or in part, and to waive any irregularities therein.

### 1.6 Withdrawal

No Proposals may be withdrawn following the Due Date. Proposal prices shall be firm by the Vendor from **Monday, October 26, 2020** through **Friday, July 30, 2021**.

### 1.7 Clarifications

If these specifications do not conform with federal or state specifications for the individual type of school bus, the dealer will immediately notify Mark Brenton, BPS, at (231) 533-8141, for consideration of a possible revision for all bidders no less than ten (10) days before opening of bids. Issues deemed to need correction or clarification will be processed and faxed or e-mailed to all vendors in the form of bid addenda. **Note:** any deviation to any specification may result in the rejection of your bid.

## SECTION II – SUPPLEMENTAL BIDDING INSTRUCTIONS

### 2.1 Bid Proposal Package

All pages of each bid package must be completed in full for each bus style that you are bidding. You must complete the form as specified in Section 2.2 below.

### 2.2 Bus Pricing

Provide all Base Bus Specifications and Option prices in whole dollars (no cents). In responding to this Invitation to Bid, each Vendor must complete each field in the Base Bus Specifications and in the Bus Specification Options for each bus type and size bid.

An entry must be included in each price field. Therefore, if a field in the Base Bus Specifications or Bus Specification Options is left blank, the entire Proposal may be rejected on that basis.

### **2.3 Reduction in Base Bus Price**

Place a minus sign (-), not a parenthesis, in front of all Option prices that, if selected, reduce the Base Bus Specifications unit price.

### **2.4 FOB**

Bus prices must be Freight on Board (FOB) the School District.

### **2.5 Pricing**

The bidder agrees that all the prices, terms, warranties and benefits granted by the bidder to districts through this program are comparable to or better than the equivalent terms being offered by the bidder to any present customer meeting the same qualifications or requirement.

Some Options require “per station” or “per unit” pricing. Provide a unit price, not a total bus price. These options have a reference to quantity in the option description.

### **2.6 Engine and Body Warranties**

Due to the vast differences in engine warranties, each vendor shall supply pricing and documentation of what warranties are offered and what they cover. This is to be included as part of their bid, as indicated in Section 1.3.

### **2.7 Base Bus Specifications**

Vendors must meet all Base Bus Specifications. For instance, if BPS specifies 3M Scotchlite Diamond Grade reflective tape, every Vendor must supply this item as specified. This applies to everything in the Base Bus Specifications. By responding to this Invitation to Bid, each Vendor hereby certifies to BPS that it meets **ALL** of the Base Bus Specifications outlined in this Invitation to Bid.

Vendors may not delete, change, modify or substitute a part or product from the Base Bus Specifications, except as permitted by the Bus Specification Options. Furthermore, Vendors may not modify Bus Specification Options. In other words, Vendors may not add new options to its Proposal that are not otherwise found on the Bus Specification Options list. A vendor may not list an item as not available or change the price and then add it as a dealer negotiated item. Notwithstanding the above, if you have a concern with the Base Bus Specifications and/or Bus Specification Options and you require a clarification, please contact Scott Little at 517-327-2582. Issues deemed to need correction or clarification will be processed and faxed or e-mailed to all Vendors in the form of bid addenda.

Vendor clarifications and explanations for their products should be presented in one document as a paper copy and on jump drive provided by MSBO, as indicated in Section 1.3.

## **2.8 Stock Buses**

Vendors may offer stock buses for sale to districts through this program, as long as the stock bus conforms to the Base Specifications and Options listed in the program.

## **SECTION III – GENERAL TERMS AND CONDITIONS**

### **3.1 Role of BPS**

This Project is under the auspices of the Bellaire Public Schools. BPS has created this Invitation to Bid and the Specifications herein.

### **3.2 Tax Exemption**

All purchases made by BPS are exempt from all state and federal taxes. Exemption certificates will be provided upon request.

### **3.4 Right to Request Additional Information**

BPS reserves the right to request any additional information that may be deemed necessary after opening the Proposals.

### **3.5 Incurred Costs**

BPS is not responsible for any costs incurred by any Vendor for any work performed relative to the preparation of a Response to this Invitation To Bid, including the costs for the preparation of the information solicited herein.

### **3.6 Contract Requirements**

BPS consider this Invitation to Bid legally binding and will require that this Invitation to Bid and the resulting Vendors' Proposals be incorporated by reference into any subsequent contracts or Purchase Orders between the Vendor and the Bellaire Public Schools. It should be understood by the Vendors that this means that BPS expects the Vendors to satisfy substantially all the requirements listed herein.

Minimally, the contract or Purchase Orders must contain the following language and respective components:

1. Identification of Parties to the Agreement Clause – Both the Vendor and the Bellaire Public Schools shall be clearly identified by name. Neither of the identified parties to the Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in the Agreement, in whole or in part, to other third parties unless the other third party to the Agreement gives its prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Agreement shall bind the identified party and their respective successors and assignees.
2. Entire Agreement Clause – This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Vendor and BPS and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

3. Applicable and Governing Law Clause – The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Michigan. All duties of either party shall be legally performable in Michigan. The applicable law for any legal disputes arising out of this Agreement shall be the law of (and all actions hereunder shall be brought in) the State of Michigan.
4. Notices Clause – All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
  - i. Actually received, or
  - ii. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
  - iii. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled “Identification of the Parties to the Agreement” or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party.

5. General Indemnification – The Vendor agrees to indemnify, defend and hold harmless the Bellaire Public Schools, its successors, assigns, employees and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of (i) the negligent acts or willful misconduct of the Vendor, its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Vendor; or (iii) any breach of any representation or warranty by the Vendor under this Agreement.
6. Warranty – The Vendor warrants that all labor and equipment provided on each Bus, whether installed initially or under subsequent Purchase Orders, shall be newly manufactured equipment or assembled from newly manufactured parts. The Vendor further warrants that each bus will be free from defects in workmanship and material in accordance with the manufacturer’s standard warranty from the date of delivery of that bus.