

# Anchor Bay School District (“ABSD”) Invitation to Bid

## SECTION I – INSTRUCTIONS TO BIDDERS

### 1.1 Intent

ABSD is accepting proposals for the purchase of used school buses in the following styles and sizes:

Conventional	4- 77 Passenger
Conventional	4- 88 Passenger - Transit Front
Handicap Accessible Lift	1- 18 Passenger + 3 chair Passengers

### 1.2 Purpose

The purpose of this Invitation to Bid is to allow the ABSD to purchase a quality bus at a competitive price.

### 1.3 Proposal Format

Proposals are to be submitted via electronic mail, clearly marked: “2022-2023 ABSD Bus Purchase Bid” with the type of unit(s) identified. Proposals must include:

1. Pricing for any and all buses that Vendor intends to offer for purchase
2. Vendor contact information
3. Copies of all warranties
4. Full spec sheet for all buses that Vendor intends to offer for purchase

### 1.4 Due Date

Proposals will be received until **1:00 p.m., EDST, Friday, June 23, 2023** via electronic mail to [trathbun@abs.misd.net](mailto:trathbun@abs.misd.net), at which time Proposals will be opened and read aloud. Proposals received after the above deadline will not be considered.

### 1.5 Right to Reject

ABSD 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No Proposals may be withdrawn following the Due Date.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 for 30 business days, subject to availability.

### 1.7 Repair Facility in Michigan

All Vendors must have an inside repair facility within the boundaries of the State of Michigan.

### 1.8 Clarifications

If these specifications do not conform with federal or state specifications for the individual type of school bus, the dealer will immediately notify Todd Rathbun at (586) 725-2861 Ext. 1803, for consideration of a possible revision for all bidders no less than four (4) days before opening of bids. Issues deemed to need correction or clarification will be processed and e-mailed to all vendors in the form of bid addenda.

## **SECTION II – SUPPLEMENTAL BIDDING INSTRUCTIONS**

### **2.1 Bus Pricing**

Provide all Bus Specifications and prices in whole dollars (no cents).

### **2.2 FOB**

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

### **2.3 Pricing**

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

### **2.4 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.

### **2.5 Bus Specifications**

Vendors must try and match Bus Specifications. This applies to everything in the Bus Specifications. By responding to this Invitation to Bid, each Vendor hereby certifies to ABSD that it meets ALL of the Bus Specifications outlined in this Invitation to Bid unless otherwise specified.

Vendor clarifications and explanations for their products should be presented in one document, as indicated in Section 1.3.

Bus specifications are listed in Appendix A.

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

### **3.1 Purchase Orders**

ABSD shall issue a purchase order detailing specific Options and delivery instructions and shall be responsible to make payments for all buses ordered.

### **3.2 Tax Exemption**

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

### **3.3 Right to Request Additional Information**

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

### **3.4 Incurred Costs**

ABSD 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.

### 3.5 Contract Requirements

ABSD considers 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 ABSD. It should be understood by the Vendors that this means that ABSD 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 ABSD 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 ABSD and super cedes 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 ABSD, 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 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.

## Appendix A Bus Specifications

### 77 Passenger Bus

- Model Year – 2021 or newer
- Fuel –Gas
- Engine-Ford
- Brakes – Air
- Mileage – 45,000 or less

### 89 Passenger Bus - Transit front engine

- Age – 2021 or newer
- Fuel –Diesel
- Engine- Cummins
- Brakes – Air
- Mileage – 40,000 or less

### 18 Passenger +3 Chair passenger Lift Bus

- Age – 2018 or newer
- Fuel – Gas or Diesel
- Engine - Any
- Brakes- Air
- Mileage – 60,000 or less