



REQUEST FOR BIDS

10 Passenger Transportation Vehicle/s

Stockbridge Community Schools
100 Price Avenue Ste. A Stockbridge, MI 49285
District Website: www.panthernet.net

Release Date: Monday, November 27, 2023

Due Date: Monday, December 11, 2023

Time: 3:00 p.m. Local Time



FORM OF ADVERTISEMENT

The Stockbridge Community Schools will accept sealed bids for two (2) 10 Passenger Transport Vehicles through 3:00 p.m. local time on Thursday December 11, 2023 at Stockbridge Community Schools, 100 Price Avenue Ste A, Stockbridge, Michigan 49285. Please send sealed bids marked "Stockbridge 10 Passenger Transport Vehicle" to the Business Office at the above address. Facsimile bids will not be accepted! Plans and Specifications may be obtained during regular business hours at the Central Office located at 100 Price Ave, Ste A Stockbridge, MI 49285. Stockbridge Community Schools reserves the right to accept or reject any and/or all bids in whole or in part and waive any and/or all irregularities there-in. Stockbridge Community Schools will make awards as may appear to be in the best interests of Stockbridge Community Schools.

PROPOSED TIMELINE (SUBJECT TO CHANGE)

Release RFP: **Monday, November 27, 2023**

Meeting/Walkthrough **Not Applicable**

Bids Due: **3:00 p.m. Monday, December 11, 2023**

Board Award: **Monday, December 11, 2023**

Delivery: **As soon as possible prior to January 31, 2024.**

DOCUMENT ORGANIZATION

This Document is organized into three broad Sections: General Specifications, Technical Specifications, and Forms

All questions regarding General Specifications, Technical Specifications, and Forms must be directed in writing to: Stephen Keskes at keskess@panthernet.net. Oral requests may not be considered.



GENERAL SPECIFICATIONS SECTION

1. Bid Proposal Due Date

- A. Stockbridge Community Schools (herein called the District) requests bids for a 10 Passenger Transportation Van with an option to purchase two (2) vehicles.
- B. Bids will be received by the District as follows: Date: **Friday, December 11, 2023**
Time: **3:00 p.m.**
Location: **Business Office**
Label: **Attn: Sealed Bid “Stockbridge 10 Passenger Transport Van”**
Address: 100 Price Ave, Ste. A
Stockbridge, MI 49285

2. Conditions of Bidding

- A. The work in the Bid Package shall be the sole responsibility of the successful bidder, known herein as “Contractor” or “Vendor”. A detailed description of the Bid is defined in the **TECHNICAL SPECIFICATIONS SECTION** below.
- B. Each bid shall include all Conditions set forth in these General Specifications and the Technical Specifications as they apply to each Bid Category.
- C. Bids are to include all elements of the pertinent Bid Package specifications. All responding Contractors must submit a single proposal, which may include Alternates if/where indicated. Contractor must list all subcontractors, if any, to be included in their proposal.
- D. Bids must be considered firm for **90** days from the bid opening date. Bidders are granted the privilege of withdrawing their bids, if they desire, between the time they are submitted and the bid opening date.
- E. Upon entering into an agreement with the District, the successful Vendor shall not assign or delegate any obligation to another Vendor without the express written consent of District. All subcontractors supplying services must be identified within the proposal including name, address, phone number, and Vendor information sheets, with designated service identified.



- F. Unless specifically authorized in writing by the Superintendent, on a case-by-case basis, the successful Vendor shall have no right to use, and shall not use, the name of SCS, or its officials or employees in advertising, publicity, or promotion; nor to express or imply any endorsement of the Vendor products or services.
- G. While present on SCS grounds, the Vendor, including all employees and agents, agrees to abide by, and comply with all SCS, federal, state and local policies, regulations, and laws that pertain to sexual harassment and non-discrimination. The Vendor shall be proactive in assuring that applicants, employees, and customers are treated fairly without regard to, or in discrimination of their race, religion, sex, national origin, marital status, age, sexual orientation, veteran status, or disability. Vendor further agrees that Vendor employees and agents while on SCS property shall comply with and observe all applicable rules and regulations concerning conduct as are imposed upon SCS employees and agents. All SCS facilities are smoke-free.
- H. Vendor employees and agents who will be servicing the contract onsite at any SCS location during the duration of this agreement (construction, delivery, setup, routine or periodic maintenance, etc.) will be asked to complete the SCS fingerprinting and background check with all costs incurred by the Vendor.
- I. Any dispute, controversy or claim arising out of or relating to this bid and resultant contract shall be adjudicated in Ingham County, the state of Michigan.
- J. All information provided through this request and ensuing process will be held in confidence and will not be revealed nor discussed with any competitor until final execution of the agreement. At that time, all documents of this process shall become public (excluding proprietary or financial information as determined by the District) regardless of statements contained within submittal to the contrary. Furthermore, all material submitted shall become the property of the District and may be returned only at the District's option.
- K. It is understood that the School District is a governmental unit and, as such, is exempt from the payment of most state and federal taxes applying to the products specified in this document. Therefore, the prices quoted by the Bidder should not include any allocation for taxes.
- L. The Contractor shall furnish Stockbridge Community Schools or authorized representative(s) with every reasonable opportunity to determine whether the work is performed in accordance with the requirements of the Contract. Stockbridge



Community Schools may appoint qualified persons to inspect the Contractor's operations and equipment, and Contractor shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

- M. It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, and that the Contractor is in no respect an agent, servant or employee of Stockbridge Community Schools. This Contract specifies the work to be done by the Contractor, but the method utilized to accomplish the work shall be the responsibility of the Contractor.
- N. Stockbridge Community Schools shall not enter into any non-compete clauses with respect to the Contractor's employees; in the event a Contractor employee wishes to apply for any employment position with the District, he/she shall not be barred from doing so.

3. **Pre-Bid Meeting/Walkthrough**

A Pre-Bid meeting and/or walkthrough is scheduled as follows: Date: **Not Applicable.**

4. **Examine Contract Documents**

- A. The Contractor shall be held to have examined these Specifications in their entirety and to have satisfied him/herself as to the conditions of the premises, any obstructions, etc. necessary for execution of the work before the delivery of his bid. The Contractor shall also acquaint him/herself with the character and extent of other Contractor(s) scope of work (if any) throughout the project, so that s/he may make his/her plans accordingly. This may be accomplished through the pre-bid meetings and document review. No allowances for extra payment will be made to the Contractor for, or because of, costs or expenses caused by his/her failure to comply with the provisions of this paragraph, or due to error or oversight on the part of the Contractor, or because of interference by other Contractor(s) activities.
- B. Complete sets of Bidding Documents, if any, shall be used in preparing bids. The District assumes no responsibility for errors, omissions or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. The District, in making the Bidding Documents (if any) and/or Contract Documents available to the Contractor, does so only for the purpose of obtaining bids for the work and does not confer a license or grant these copies for any other use.



5. **Discrepancies, Deletions, Interpretations, or Substitutions**

- A. Bidders shall promptly notify the District of any ambiguity, inconsistency, or deletions that they may discover upon examination of the Bidding Documents or Contract Documents, or of the site and local conditions. Interpretations will not be made orally.
- B. Bidders who require clarification or interpretation of the bidding Documents or Contract documents must make a written request by: **Friday, December 1, 2023 at 1:00 p.m. Designated Contact:** Stephen Keskes, keskess@panthernet.net. The District will attempt to respond to all written inquiries received before the foregoing deadline in writing, to all known prospective bidders by **Monday, December 4, 2023**.
- C. The District may do so by email to known prospective bidders and by posting clarifications and/or Addenda on the District website. **The District shall not be responsible for failure of bidders to obtain said clarifications.**
- D. Any interpretation, correction, or change of the Contract Documents will be made by Addendum by the District. Interpretations, corrections, or changes of the Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.
- E. Any and all requests for consideration of substitutions of specified Materials and/or Equipment must be made in writing no later than seven (7) days prior to bid due date to Stephen Keskes at keskess@panthernet.net.

6. **Bid Proposal Form**

- A. The bidder by making a bid represents that he/she has read and understands the Bidding Documents and a bid is made in accordance therewith.
- B. Three copies of each bid shall be submitted on the bid proposal form furnished by the District, with all blank spaces filled in by type or manually in ink.
- C. All interlineation (insertions), alterations, or deletions (erasures) shall be initialed by the bid signer. Failure to do so may be cause for rejection of the bid.



- D. The bidder must fill in all blank spaces for bid prices in both words and figures. In case of discrepancies, the amount shown in words will govern. Submit all copies of the bid and any other required documents with the bid in a sealed opaque envelope. Indicate on the outside of the envelope the name of bidder, address, name of project for which the bid is submitted, Bid Number and description, and address to the party to receive the bid. If forwarded by mail, enclose a sealed envelope containing bid in another envelope addressed as indicated with the notation "Sealed Bid Enclosed" clearly shown on the envelope face.
- E. Any and all requested Alternates and Unit Prices, (if any) should be bid. If the Alternates require no change to the Base Bid, enter "No Change".
- F. Make a bid in the name of the Principal Contractor and if co-partnership, give names of all parties. Give complete address. If an agent submits bids, provide satisfactory evidence of agency authority.
- G. Each copy of the bid shall include the legal name of the bidder and a statement that the bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the bidder to a contract.
- H. Bidder making his/her bid represents that he/she has read and acknowledges that the District's schedule is acceptable.
- I. Bidder making his/her bid represents that his/her bid is based upon the materials, system and equipment required by the Bidding Documents without exception.
- J. Bids must be received at the designated location prior to the time and date for receipt of bids indicated in the Advertisement and Invitation to Bid, or any extension thereof made by Addendum, if any.
- K. Oral, telephone, telegraphic, emailed or faxed bids are invalid and will not receive consideration.

7. Addenda

- A. Any and all Addenda issued during the time of bidding shall become part of the
- B. Contract Documents and receipt thereof shall be acknowledged on the Bid Proposal Form provided.



- B. Each bidder shall ascertain, prior to submitting a bid that they have received any and all Addenda issued. **The District shall not be responsible for failure of bidders to obtain said Addenda.**

8. Opening Of Bids

- A. Properly labeled bids, received on time by **Monday, December 11, 2023, by 3:00 p.m.** local time, will be publicly opened and results read aloud immediately following the due date and time. Bidders are invited to attend. The Bid Opening will be at held at:
Heritage Elementary Library (222 Western St, Stockbridge, MI, 49285)

9. Evaluation Criteria

- A. The District desires to award this bid and resultant Contract to the bidder that in the sole opinion of Stockbridge Community Schools best meets the needs of the District. Cost is not the sole consideration. The following criterion may be considered (where applicable) in making an award:
 - 1. Cost of any equipment (lease or purchase) including rate of interest for any lease.
 - 2. Maintenance/service agreement including supply and usage costs, ongoing maintenance/warranty coverage agreements, etc.
 - 3. Conformity to listed specifications and/or suitability of any substitutions.
 - 4. Delivery and installation within the required time schedule.
 - 5. Service and warranty level provided, with demonstrated ability to provide the service level proposed.
 - 6. References and credentials of bidders.
 - 7. Accurate representation of Total Cost of Ownership/Operation, with all pertinent assumptions included, where ongoing or multi-year arrangements apply.
- B. The final determination shall be at the District's sole determination. Stockbridge Community Schools reserves the right to accept or reject any and/or all bids in whole or in part and waive any and/or all irregularities there in. Stockbridge Community



Schools will make awards as may appear to be in the best interests of Stockbridge Community Schools.

10. Contractor's Liability Insurance Indemnification Clause

A. The Insurance and Indemnification provisions of the contract shall be as follows:

1. The contractor, prior to commencing work, shall provide at his/her own cost and expense, the following insurance to the Owner. The policies shall be written by companies licensed and/or approved in the State of Michigan rated not less than "A+" or "A" by BestsKey Rating Guide, which insurance shall be evidenced by certificates and/or policies as determined by the Owner. Certificates of insurance shall be on file in the Board of Education office prior to any work or activity commencing. contractual, completed operations and independent contractors. The policy shall include Stockbridge Community Schools. Schools reserves the right to receive copies of the policies themselves. Each certificate or policy shall require that thirty (30) days prior to cancellation or material change in policies, written notice thereof receipt requested, for all of the following state insurance policies. All such notices shall name the Contractor and identify the contract number.
 - a. Workers' Compensation covering Michigan statutory benefits and \$1million/\$1million/\$1 million Employers' Liability.
 - b. Commercial General Liability (Most recent ISO occurrence form or equivalent) with a combined single limit of \$1,000,000 for bodily injury, personal injury and property damage, including premises, operations, products, contractual, completed operations and independent contractors. The policy shall include Stockbridge Community Schools, its affiliated organizations, Board of Education members, officers, and employees as additional insureds.
 - c. All contracts shall provide XCU (Underground and Explosion) coverage if the following box is checked "YES". X NOT APPLICABLE
 - d. Owners Protective Liability [OCP], is applicable, with a \$1 million limit per occurrence and aggregate, using the Commercial General Liability (most recent ISO occurrence form or equivalent) and covering bodily injury, personal injury, and property damage. The covered entity for this policy shall



include Stockbridge Community Schools, its affiliated organizations, Board of Education members, officers and employees.

- e. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired automobiles, with a combined single limit of \$1,000,000 for bodily injury and property protection.
 - f. Lower limits in the above coverage are acceptable if evidence is provided of a commercial umbrella liability policy providing equivalent coverage and limits.
 - g. Additional coverages and limits may be required based upon the particular services contracted. If such additional coverages and limits are required for a specific contract, those requirements will be described in the "General Instructions to Bidders" section of the contract specifications.
- 2. If any of the Property and Casualty insurance requirements are not complied with at their renewal dates, payment to the Contractor will be withheld until those requirements have been met, or at the option of the Owner, the Owner may pay the renewal premium withhold such payments from any monies due the Contractor.
 - 3. All property losses shall be made payable to and adjusted with the Owner.
 - 4. All policies and certificates of insurance shall be approved by the Superintendent of the Stockbridge Community School System prior to the inception of any contract work.
 - 5. Other coverage's and/or higher limits of liability may be required by the Owner based on specific needs. If such other coverages are required for a specific contract, those coverages will be described in the "Instructions to Bidders" section of the contract specifications. If at any time any of the foregoing policies shall be or become unsatisfactory to the Owner to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Owner, the Contractor shall upon notice to that effect from the Owner promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as here-in-above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Owner may be forthwith declared suspended, discontinued or



terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under the contract nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

6. In the event that claims in excess of the insured amount provided herein are filed by reason of any operations under the contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Owner.
7. All policies and certificates of insurance of the Contractor shall contain the following clauses:
 - a. Insurers shall have no right of recovery or subrogation against the Owner (including the agents and agencies as aforesaid), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.
 - b. The clause “other insurance provisions” in a policy in which the Owner is listed as an additional insured, shall not apply to the Owner.
 - c. The insurance companies issuing the policy or policies shall have no recourse against the Owner (including its agents or agencies as aforesaid) for payment of any premiums for assessments under any form of policy.
 - d. Any and all deductibles in the above-described insurance policies shall be assumed by and before the account of and at the sole risk of the Contractor.
 - e. The Owner shall be listed as an Additional Insured on the following insurance coverages
 - f. provided by the Contractor. To be printed on certificates “Stockbridge Community Schools is an additional insured under this policy”



11. **Bid Security**

Bid Security requirement: X NOT REQUIRED

- A. Where Bid Security is marked “Required” directly above, a Certified or Cashier’s Check or an acceptable Bid Bond made payable to Stockbridge Community Schools, in an amount of not less than 5% of the total bid submitted **must** accompany each bid. The Bid Guarantee shall be forfeited as liquidated damages if the bidder fails to execute a contract and furnish a Performance Bond as specified, within ten (10) days after receiving notification of a contract award.
- B. Checks posted as security by unsuccessful bidders will be returned as soon as possible after the award is made. Checks of the successful bidders will be returned upon receipt of a Performance Bond to cover the contract issued.



10-Passenger Vehicle Specifications

Minimum Specifications:

New 2023 or newer Passenger Van with minimum seating for 10 passengers.
8 Speed Automatic Transmission
Rear and Side Door
If sliding side door, power closure
Front and Rear A/C and heater
Tinted Glass
Cruise Control
Keyless Entry Power Door Locks
Remote Start
Rear Vision Backup Camera
120V Power Outlet, 8 USB Outlets throughout
Rear window Defogger
Towing Package

This vehicle **must be delivered by January 31, 2024.**

Additional add-on packages and features will be considered. Price options separately.

Multiple units may be included in the bid package. The successful bidder will be notified following the Stockbridge Community Schools Board of Education meeting on **December 11, 2023.**



BID PROPOSAL FORM

Project Name: 10 Passenger Transport Van

Bidder Name:

Contact:

Address:

Phone: ()

Fax: ()

Email Address:

Cell Phone: ()

Having carefully examined the requirements of the proposal contemplated by this Request in its entirety; being fully informed of the conditions to be met in the prosecution of work; having read and examined the documents and specifications applicable to this project; and agreeing to be bound accordingly; the undersigned proposes to furnish all necessary labor, material, and equipment to complete the work indicated on the drawings and described in the specifications for the following unit prices and/or lump sums. The amount shall be in both words and figures with the amount in words governing in the event of a discrepancy. Whenever any material or equipment is specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as if followed by the words "or acceptable equal". The seller may offer material or equipment with equal or better qualities and performance in substitution for those specified which he considers would be in the Owner's interest to accept. The seller shall include sufficient specification data that will, together with any other data the Owner may require, enable the Owner to assess the acceptability of the material or equipment.

I confirm that I have the authority and ability to bind the aforementioned entity and agree to abide by all of the terms of this request for proposal unless otherwise stated in my bid proposal.

Authorized Signature

Date

Name and Title (Please Print)



FAMILIAL DISCLOSURE STATEMENT

(Complete one for each Respondent: Vendor, Subcontractor, Leasing Company)

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid proposal. The bid proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Stockbridge Community Schools Board or Superintendent. The District will not accept a bid proposal that does not include this sworn and notarized disclosure statement.

The members of the Stockbridge Community Schools Board are: Carrie Graham, Kary Gee, Judy Heeney, Cindy Lance, Erin Gancer, Jill Ogden, and Keven Numinen.

The Stockbridge Community School District Superintendent is: Brian Friddle.

The following are the familial relationships:

Owner/Employee Name:	Related to:	Relationship:
1.		-
2.		-
3.		-
4.		-

Attach additional pages if necessary to disclose familial relationships.

There is no familial relationship that exists: between the owner or any employee of the bidder and any member of the Stockbridge Community School District Board or the Stockbridge Community Schools Superintendent.

Signature of Bidder Representative

Printed Name:

Title:

Subscribed and sworn to before me this day of _____

Notary Public, _____

County of _____

My commission expires : / /



IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

I am the (title) of (bidder) or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of Stockbridge Community Schools.

I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

Signature of Bidder Representative: _____

Printed Name: _____

Title: _____

Subscribed and sworn to before me this day of _____

Notary Public, _____

County of _____

My commission expires : / /



FORM OF STANDARD AGREEMENT(S)

Instructions to Bidders: Please attach examples of your standard agreements for the following documents, **if they exist**.

Contract

Maintenance or Service Agreements

Warranties



REFERENCES – SERVICE PERFORMANCE

Instructions to Bidders: Please provide three service performance references. Please include Michigan School District(s) whenever possible.

Company Name and Contact Name:

Address:

Telephone:

Email:

Years you have served this Company:

=====

Company Name and Contact Name:

Address:

Telephone:

Email:

Years you have served this Company:

=====

Company Name and Contact Name:

Address:

Telephone:

Email:

Years you have served this Company:



FINANCIAL REFERENCES AND INFORMATION

Banking Reference:

Name and Contact Name:

Address:

Telephone:

Email:

Number of Years:

=====