

INVITATION TO BID

2011-2012 MSBO/MAPT Bus Purchasing Program (Phase II)

Michigan School Business Officials ("MSBO")
Michigan Association of Pupil Transportation ("MAPT")

SECTION I – INSTRUCTIONS TO BIDDERS

1.1 Intent

MSBO/MAPT are accepting sealed Proposals for the aggregate purchase of new 2011 latest-model school buses in the following styles and sizes:

Conventional	47, 53, 65, 71, & 77 passenger
Transit (front engine)	54, 66, 72, 78, 84 & 88/89 passenger
Transit (rear engine)	78, & 84 passenger
Conventional Special Needs	47, 53, 65, 71 & 77 passenger
BE	24 & 30 passenger
A-II	19/20, 23/24, 29/30, & 35 passenger

1.2 Purpose

The purpose of this Invitation to Bid is to allow the MSBO/MAPT Member School Districts to purchase a quality bus at a competitive price. MSBO/MAPT issues this Invitation to Bid to interested Vendors, receives and organizes the Vendors' Proposals and compiles a Vendor price list to allow the MSBO/MAPT Member School Districts to electronically compare pricing on the various buses they design from all participating Vendors.

1.3 Proposal Format

Proposals are to be submitted in sealed envelopes, clearly marked: "2011-2012 BUS BID" 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 both hard copy and on jump drive provided by MSBO
5. Clarifications and explanations in both hard copy and jump drive provided by MSBO

1.4 Due Date

Proposals will be received until **10:00 a.m., EDST, Tuesday, March 13, 2012** at the Michigan School Business Officials office located at 1001 Centennial Way, Suite 200, Lansing, Michigan 48917-9279, 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 10:00 am on Tuesday, March 13, 2012**, and no further changes will be allowed to your pricing.

1.5 Right to Reject

MSBO/MAPT 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No Proposals may be withdrawn following the Due Date.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 through **Tuesday, July 31, 2012**.

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 Scott Little, MSBO, at (517) 327-2582, 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 MSBO/MAPT 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 MSBO/MAPT and the MSBO/MAPT Member School Districts 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.

2.9 2011-2012 Program Changes

Please note the following changes in this year's program:

General

- Provided the opportunity to list stock buses

Base Bus

- Added a 35-passenger A-II bus

Options

- Added Bus Air AC units
- Added 1-piece floor coverings
- Added overhead strobe lights
- Added Magnum driver's seat

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Role of MSBO/MAPT

This Project is under the auspices of the MSBO/MAPT. MSBO/MAPT have created this Invitation to Bid and the Specifications herein. MSBO/MAPT's sole responsibility in the Bus Purchasing Program is to solicit Proposals from Vendors, inform the MSBO/MAPT Member School Districts of the bid results and coordinate the purchase of buses. Neither MSBO nor MAPT are responsible for delivery arrangements or for payment by participating school districts to Vendors.

The role of the MSBO/MAPT in the Bid Review Process is limited to compiling a Vendor price list. MSBO/MAPT are not verifying or guaranteeing that the Vendors have met the Base Bus Specifications. MSBO/MAPT are simply a clearing house for the Proposals in order to create a spreadsheet to enable the MSBO/MAPT Member School Districts to compare the various prices and

Options offered by each Vendor, i.e., did the Vendor provide a price or a “N/A” response for each Option? As such, a Vendor’s bid is not deemed “accepted” even if the MSBO places the Vendor on the comparison spreadsheet. It is not “accepted” until an order is placed by a participating MSBO/MAPT Member School District. It is the intent of the MSBO/MAPT to summarize the Proposals and publish the results as soon as possible following the bid opening. Written results will be made available to all participants by **March 30, 2012**. Bid results are issued to participating MSBO/MAPT Member School Districts that utilize this Aggregate School Bus Purchasing Program to design and purchase buses to meet their particular needs.

3.2 Purchase Orders

Each participating MSBO/MAPT Member School District shall issue its own Purchase Order detailing specific Options and delivery instructions and shall be responsible to make payments directly to the Vendors for all buses ordered.

3.3 Tax Exemption

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

3.4 Right to Request Additional Information

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

3.5 Incurred Costs

MSBO/MAPT are 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

MSBO/MAPT 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 individual School District. It should be understood by the Vendors that this means that the individual School Districts expect 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 School District 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 the School District and supercedes 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 MSBO/MAPT and the MSBO/MAPT participating Member School Districts, 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.

SECTION IV – DIRECTIONS FOR USING THE MSBO/MAPT ONLINE PROGRAM

4.1 Instructions for Entering Prices for the Vendor Proposal Portion of the Program

1. Go to the MSBO purchasing web site: <http://michigan.cooppurchase.com/>.
2. Select Vendor Login and insert your user name and password.
3. Click "Maintain Bids" from the menu.
4. Select the product category that you want to insert pricing on. Click "Continue."
5. Under the base price, unlock those categories that you will be bidding on by clicking on the padlock icon. You should see the column for that product appear below in the options area.
6. If you are not bidding a product style or a bus size within a bus style, do not unlock that product so the column does not appear.
7. To save time entering information for the different product configurations in that category and the option value is the same, you may enter the value for the option in the "Copy to All" column and it will copy to each product category.
8. Double-click on the space next to the option under the appropriate bus size or Copy to All. The space will change from white to yellow to white with a yellow border.

9. Specify the prices or availability for each product configuration option. Valid option values are a **dollar value** (positive or negative) indicating the cost of the option, "**SE**" (Standard Equipment), "**NA**" (Not Available), or "**NC**" (No Charge; same as \$0).
10. Options that are "state quantity" or "each" are indicated with an asterisk (*).
11. When completed with prices for a product category, click Save. NOTE: Work in progress can be saved at any step in the entry process. You may save, leave the program, and return at any point.
12. Repeat this process for all bus styles and sizes. The program requires all price cells to be filled in for the buses you are bidding.
13. The program will compile information for each body style. If pricing information is incomplete, the program will return you to the incomplete cells for data entry. This occurs for each blank cell.
14. If you have any problems with any of these steps, contact MSBO for further instructions.

4.2 Instructions to Print Vendor Price Report

1. To print a summary of all prices for your bid submission, go to "Reports".
2. Click on "Vendor Prices."
3. Choose the product category that you want to print, and then click on "continue."
4. Click on Export; then Save.
5. Open Excel. Open the downloaded file.
6. Reformat the file to fit on one page:
 - a. Change orientation to "Landscape"
 - b. Right click the bus type cell; click on "Format Cells", Click on the Alignment tab; click the "Wrap Text" box
 - c. Change the width on Column C to 7.0
7. Print a copy to submit with your bid.
8. Save a copy on the jump drive provided by MSBO.
9. The company designee must sign the first sheet of the printed report that is submitted with your bid.
10. Repeat for each product category.

4.3 Instructions for Submitting Stock Buses

1. Click on "Stock Products"
2. Select the appropriate Product Category
3. Click on "Create New"
4. Complete the Stock Product Details and save
 - a. Each unit or group of identical units must have a unique "Stock Number"
5. Repeat for additional units
6. Submit a copy of the manufacturer's specifications for each unit on the jump drive provided by MSBO. Only one copy of the specifications is required for stock buses that have identical specifications. Indicate the applicable stock numbers from the program.
7. Once the program is open for purchase by districts, it is recommended that the stock buses be built in the program so they are ready to clone to any district that may be interested.