

**SALINE AREA SCHOOLS**  
**7265 N. Ann Arbor St., Saline, MI 48176**

**BID DESCRIPTION:** Transit Passenger Van – Liberty Club

**BID DUE DATE:** Bids must be mailed to electronically send to [RFP@salineschools.org](mailto:RFP@salineschools.org) no later than 11:00 am, May 14, 2024.

**SPECIFICATIONS:**

- Manufacture: Ford
- Model: Transit Passenger Van XLT
- Year: 2023
- Engine: 3.5L PFDi V6 – Rear-Wheel Drive
- Transmission: 10-Speed Automatic
- Condition: New
- Fuel: Gas
- Other equipment: Running boards

**General Information**

Bids must be mailed to electronically send to [RFP@salineschools.org](mailto:RFP@salineschools.org) no later than 11:00 am, May 14, 2024. A public bid opening will be held at 11:05 AM in the Liberty School Board Room, 7265 N. Ann Arbor St., Saline, MI 48176.

Saline Area Schools is exempt from paying Michigan Sales Tax for purchase of equipment and sales tax should not be included in the bid. Saline Area Schools reserves the right to award components of the bid to various vendors.

Saline Area Schools shall not be bound by the lowest proposal price and will determine selected dealer based on price, estimated delivery date, value, condition of equipment and how closely components identified match the bid specifications. Saline Area Schools reserves the right to reject any and all bids.

All questions may be directed to Miranda Owsley, Assistant Superintendent of Finance [owsleyem@salineschools.org](mailto:owsleyem@salineschools.org) (734) 401-4004

**Submission Requirements**

1. **Bid Forms**- Bidders must submit the attached bid form, which shall constitute bidder's offer to contract. The bid form must be signed by a representative of the bidder that has the authority to bid respondent in legal contract.
2. **Additional Information** – Any warranty or additional information on the vehicle.
3. **SAS Proposal Forms**- The following proposals forms must be completed and included with all bids:
  - Family Relationship Disclosure
  - Iran Economic Sanctions Disclosure
  - Suspended or Debarred Vendor Form

- IRS W9

All questions may be directed to Miranda Owsley, Assistant Superintendent of Finance  
owsleym@salineschools.org (734) 401-4004

## Terms & Conditions

SALES TAX - Saline Area Schools is exempt from paying Michigan Sales Tax for purchase of equipment and sales tax should not be included in the bid.

BID ACCEPTANCE/REJECTION - The Board of Education reserves the right to accept or reject any or all bids or alternative bids, in whole or in part, with or without cause; to waive any informalities herein; or for reasons of establishing uniformity, to award the contract to other than the lowest bidder by the sole discretion of the Saline Area Schools. Selection may be based upon the quality of the item(s) to be supplied, its conformity with specification, suitable to the requirements of the school, delivery terms and past performance of vendor. Saline Area Schools reserves the right to award components of the bid to various vendors. Pursuant to Saline Area School Board of Education Policy 6320 and M.C.L 18.1268, preference may be provided to Michigan-based business.

LATE BIDS - Late bids will not be accepted. All late Bids will be rejected and destroyed after ten (10) days, unless otherwise notified to return to the bidder, at the bidder's expense. Bids postdated will constitute as late.

GOVERNING LAW - This contract has been executed in the state of Michigan and shall be governed by and construed under the laws of the state of Michigan. In the event of any legal action to enforce or interpret this contract, the sole and exclusive venue shall be a court of the competent jurisdiction in Washtenaw County, Michigan.

TERMINATION FOR CONVENIENCE - The District may terminate performance of this contract in whole, or in part if the district determines that a termination is in the district's interest, with a 30 "calendar" day written notice. The contractor, after receipt of a "notice of termination," shall stop work on the cancellation date specified in the notice.

The district will conduct an audit of the contractor's costs to determine reasonable costs expended to date of cancellation, or the district may determine the contractor's cost based the schedule of values or exact cost of any work performed. The contractor will not be reimbursed for any anticipated profit.

TERMINATION FOR CAUSE - If either party is in default under this contract, it shall have an opportunity to cure the default within 14 business days after it is given written notice of default by the other party, specifying the nature of the default. If the default is not cured within 14 business days after notice of default has been given; the non-defaulting party shall have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this contract shall not constitute a waiver of any of the parties' rights hereunder.

The district may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide

the district, upon request, with adequate assurances of future performance. In the event of termination for cause, the district shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the district for any and all rights and remedies provided by law. If it is determined that the district improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

GUARANTEES BY THE CONTRACTOR - The contractor guarantees that all delivered material, equipment and/or service shall be as proposed. No substitutions will be accepted unless prior to delivery material/equipment has been inspected, found to be equal to the item(s) specified, and approved in writing by a Saline Area Schools representative. That all materials, products and service offered is standard, new, latest, model of regular stock product or as required by the specifications type of equipment or furniture offered; also, that no products/materials have been submitted or applied contrary to manufacturer's recommendations and standard practice.

**Bid Form - Saline Area Schools**  
**Transit Passenger Van**

This offer (bid) has been prepared after our examination of the complete request for bid, together with all related documents. The undersigned submits the following offer to enter into contract with Saline Area Schools and agrees to complete performance in accordance with this RFP:

**Bidder Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Authorized Representative Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Pricing**

	<b>Unit Price</b>	<b>Quantity</b>	<b>Total per listed quantity</b>
Transit Passenger Van		1	
<b>GRAND TOTAL</b>			

**Authorized Representative Signature:**

I certify that the information contained on this form is true and accurate and that the presentation of this information to Saline Area Schools represents an offer to contract and that acceptance by SAS of this offer will bind me to performance under the terms and conditions of the request for bids.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Federal Employer Identification No.: \_\_\_\_\_

State License No.: \_\_\_\_\_

## FAMILIAL RELATIONSHIP

Each Bidder shall complete, execute and submit with its Bid Proposal the following Familial Relationship Sworn Statement.

### SWORN STATEMENT

Date: \_\_\_\_\_

School District: Saline Area Schools

Project: \_\_\_\_\_

I/we disclose below any familial relationship that exists between the Owner or any employee of Bidder and any member of the Board of Education, Board of Directors or the Superintendent of Saline Area Schools.

Familial Relationships:   \_\_\_ None           \_\_\_ Listed Below

Bidder Employee/Position	Relationship	School District Associate/Position
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Company Name)

Subscribed and sworn to before me

By: \_\_\_\_\_  
(Authorized Signer)

this \_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_

\_\_\_\_\_  
(Print/Type Name and Title of Signer)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
County of

## **IRAN ECONOMIC SANCTION ACT 517 OF 2012**

On December 28, 2012, Governor Snyder signed Public Act 517 of 2012, commonly known as the “Iran Economic Sanctions Act” (the “Act”). The Act provides that beginning April 1, 2013 an “Iran Linked Business” is not eligible to submit a bid on a request for proposal with a “public entity”. Under the Act, a “public entity” includes school districts and intermediate school districts. The Act also requires that a person that submits a bid in response to a public entity’s request for proposal must certify to the public entity that it is not an Iran Linked Business. This requirement applies to **all** requests for proposals issued by a public entity, and not just to construction projects.

The Act defines an Iran Linked Business as: 1) a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or 2) a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

If the public entity determines, using credible information available to the public, that a person or entity has submitted a false certification, the public entity must provide written notice of the person or entity of its determination and of its intent not to enter into or renew the contract. The notice must include information on how to contest the determination. The notice must also specify that the individual or entity may become eligible for future contracts with the public entity if the activities that caused it to be an Iran Linked Business are ceased.

The Attorney General may bring a civil action against any individual or entity reported to have submitted a false certification. If the civil action results in a finding that certification was false, the person or entity will be responsible for a civil penalty of not more than \$250,000.00 or two times the amount of the contract for which the false certification was made, whichever is greater. In addition to the fine the individual or entity will be responsible for the cost and reasonable attorney fees incurred by the public entity. An individual or entity who has submitted a false certification will be ineligible to bid on a request for proposal for 3 years from the date the certification was determined to be false.

**IRAN ECONOMIC SANCTION ACT 517 OF 2012**  
**BIDDER CERTIFICATION FORM**

Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with a prospective Contractor, the contractor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

Each contractor submitting a bid on this project shall include a letter with their bid certifying that they have full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. that the Contractor is NOT an "IRAN LINKED BUSINESS", as required by MCL 129.311 et seq., and as such that Contractor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to Saline Area Schools.

I certify that I am a duly authorized representative of \_\_\_\_\_ and  
(Name of Company)

Confirm that neither I nor the company is an "Iran Linked Business".

Company Representative Signature \_\_\_\_\_

Company Representative Printed/Typed Name \_\_\_\_\_

Date \_\_\_\_\_

## Suspended or Debarred Vendor

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Bidder") hereby certifies and affirms that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Information regarding whether or not a business is suspended or debarred is available at the Federal System for Award Management website ([www.sam.gov](http://www.sam.gov)).

Bidder Name: \_\_\_\_\_

Bidder EIN #: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

Subscribed and sworn to before me

By: \_\_\_\_\_  
(Authorized Signer)

this \_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_

\_\_\_\_\_  
(Print/Type Name and Title of Signer)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
County of