



Livingston Educational Service Agency

1425 West Grand River Avenue . Howell . MI 48843

Tel:(517)546-5550

**LIVINGSTON EDUCATIONAL SERVICE AGENCY
REQUEST FOR PROPOSAL
School Bus Fleet GPS and Data System
RFP # 17-18-01**

July 31, 2017

**Due Date: Monday, August 22, 2017
12:00 P.M.
1425 West Grand River, Howell, MI 48843**

REQUEST FOR PROPOSAL
School Bus Fleet and Data System

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 INSTRUCTIONS TO BIDDERS	3
2.0 SCOPE.....	4
3.0 COMPETITION INTENDED	4
4.0 BACKGROUND INFORMATION	4
5.0 BIDDER RESPONSIBILITIES	5
<u>5.1 GPS SYSTEM FUNCTIONS, FEATURES/SPECIFICATIONS</u>	
<u>5.2 VEHICLE MOUNTED EQUIPMENT/INTERFACE</u>	
<u>5.3 SOFTWARE</u>	
<u>5.4 TRAINING</u>	
<u>5.5 ADDITIONAL BIDDER REQUIREMENTS</u>	
6.0 PROPOSAL FORMAT.....	6
7.0 CONTRACT TERMS AND CONDITIONS	7
<u>7.1 INSURANCE</u>	
<u>7.2 INDEMNIFICATION</u>	
<u>7.3 CONFLICT OF INTEREST</u>	
<u>7.4 EXEMPTION FROM TAXES</u>	
<u>7.5 ASSIGNMENT OF CONTRACT</u>	
<u>7.6 DEFAULT AND TERMINATION</u>	
<u>7.7 INTEGRATION</u>	
8.0 EVALUATION OF PROPOSALS: SELECTION FACTORS.....	10
9.0 AGREEMENT FORM TO BE EXECUTED BY OFFEROR	12
STATEMENT OF COMPLIANCE WITH FEDERAL LAW.....	13
FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT	14
IRAN ECONOMIC SANCTIONS ACT AFFIDAVIT.....	15

1.0 INSTRUCTION TO BIDDERS

Your proposal must be prepared in compliance with provisions, conditions, specifications and instructions of this Request for Proposal. Failure to comply with all provisions, conditions, specifications and instructions of this RFP may result in disqualification of your proposal.

Completed proposal documents must be received by mail or delivery no later than **12:00 P.M** local time prevailing, **August 22, 2017**. You must submit **one (1) signed original** and **two (2) copies** of the proposal. Any proposal received after the time stipulated will not be considered, but will be rejected and returned unopened to the Bidder. Proposals received by facsimile transmissions or electronic mail will not be considered valid.

A. Address Proposals to:

Livingston Educational Service Agency
Attention: Eric Petrie
RFP # 17-18-01
1425 W. Grand River Avenue,
Howell, MI 48843

B. Proposals will be publicly opened and read at the same address and time.

C. Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain conditions, requirements and obstacles, if any exist, affecting the operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Bidder from the obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

D. Questions concerning this RFP should be directed to **Eric Petrie, Associate Supervisor (517) 540-6895 or at ericpetrie@livingstonesa.org**.

E. If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Livingston Educational Service Agency (L.E.S.A. or the "Agency") of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from Livingston Educational Service Agency. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.

F. Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Bidder, shall be included in the proposal.

G. All addenda will become part of this RFP. No allowance will be made after proposals are received for oversight, omission, error or mistake by Bidder.

- H. All proposals and any accompanying documents become the property of the Livingston Educational Service Agency and will not be returned.
- I. Livingston Educational Service Agency reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- J. Receipt of proposal materials by Livingston Educational Service Agency or submission of a proposal to the Agency offers no rights against the Agency nor obligates the Agency in any manner.
- K. Livingston Educational Service Agency reserves the right to reject any or all proposals in whole or in part, and in the interest of uniformity of design and equipment, delivery time or preference, to waive minor irregularities in proposals, and to award to other than the low respondent. Any such waiver shall not modify any remaining RFP requirements or excuse the Bidder from full compliance with the RFP specifications and other contract requirements if the Bidder is awarded the contract.
- L. All proposals shall be a matter of public record subject to the provisions of Michigan law.
- M. The bid proposal package must be submitted in a sealed, opaque envelope, marked with the Bidder's name and the statement "**THIS ENVELOPE CONTAINS A BID PROPOSAL FOR L.E.S.A. GPS AND DATA SYSTEM, RFP # 17-18-01**".

2.0 SCOPE

The intent of this Request for Proposal and resulting contract is for a school bus fleet GPS and data system, all in accordance with the provisions, conditions, specifications and instructions set forth in this RFP. The proposal is not and should not be construed as a contract unless and until it is approved by the Livingston Educational Service Agency. The installation, training and implementation of this system is to be completed after acceptance of the bid, but not later than **xxxxxxx**. The detailed schedule will be jointly developed by the successful Bidder and the LESA Transportation Department.

3.0 COMPETITION INTENDED

It is the Livingston Educational Service Agency's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Agency in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Agency must receive such notification not later than ten (10) days prior to the date set for acceptance of proposals.

4.0 BACKGROUND INFORMATION

Livingston Educational Service Agency is requesting proposals for a new GPS and Data system for managing a fleet of 50 special-needs equipped school buses. The system will provide real-

time vehicle locations as well as have provisions for a parent interface that allows direct viewing of location and schedule data. The scope of this RFP shall include the provision and installation of the GPS systems and all related hardware and software, training for the use of the system, and an ongoing customer-service contract.

5.0 BIDDER RESPONSIBILITIES

The following is a list of tasks required of the Bidder awarded this bid. The list is not meant to be an all inclusive list, but the general guidelines of the duties we will be expecting from Livingston Educational Service Agency. You are the experts, and in being so, we will count on you as the Bidder to have your bid response filling in any areas that are necessary to make this installation a success.

The Bidder will:

- Installation shall comply with FMVSS laws. The successful Bidder shall comply with all safety and installation codes and practices.
- The successful Bidder shall coordinate the exact location of all equipment with Livingston Educational Service Agency and their designated representatives.

5.1 GPS SYSTEM FUNCTIONS, FEATURES/ SPECIFICATIONS

The system shall perform, at a minimum, the following functions:

- Fully interface with VersaTrans RP for routing data
- Provide real-time vehicle locations via cellular (or similar) network
- Provide for a scalable, real-time parent data interface
- Relay basic vehicle DTC data
- Capture (via manual input or RFID tag) student ridership data
- Give route directions via vehicle mounted interface

5.2 VEHICLE MOUNTED EQUIPMENT/INTERFACE

- The preferred solution for *driver interface* would be a tablet or similar device
- This device must comply with all State and Federal laws regarding use on Public School Buses
- The *GPS module* should preferably not require an external antenna to operate in a satisfactory fashion. If an external antenna is required, installation must be included in the itemized listing.
- It is preferred that the student ridership data be manually captured, however systems using an *RFID interface* will be considered.
- All equipment quoted shall be new equipment.

5.3 SOFTWARE

- All required software should be compatible with Windows-based machines and

networks.

- All software quoted shall be of the latest version.
- The systems proposed should include licensing for use on no less than 6 workstations.
- If the system software is to be stored on local servers, full space and system requirements must be clearly defined in the bid. (Cloud hosting is preferred)

5.4 TRAINING

The successful Bidder shall provide the following training:

- System operation training for office staff – 8 people.
- Hardware maintenance training for garage staff – 4 people.
- System operator training – 90 people.

The cost of all training shall be included in the line-item costs of the bid proposal. This should also specify the duration of the sessions and required particulars.

The Bidder must supply all training and documentation as set forth in this proposal.

5.5 ADDITIONAL BIDDER REQUIREMENTS

- Provide manufacturer's specification sheets on each type of equipment proposed for use in the system.
- Line item pricing for all equipment and labor and subscriptions included in the proposal.
- The Bidder shall furnish all labor, project management, materials, tools, equipment and resources necessary for the installation, programming, and training related to the GPS system.
- Sworn and notarized copies of the "Familial Relationship Disclosure Statement" and "Iran Economic Sanctions Act" included in this request for proposal. Bid proposals received without these disclosures will not be considered.
- The Bidder must demonstrate to the Agency that the systems are complete and comply with all operational requirements set forth in the plans and specifications.
- The Bidder shall coordinate the delivery, secure storage and installation of equipment with the Agency's Transportation Department.

6.0 PROPOSAL FORMAT

Your proposal format should include:

- A. Name, address, principle place of business, telephone number of legal entity with whom the Agreement is to be written, and name of the primary contact.
- B. Name, address, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, CEO, CFO, etc.)
- C. Legal Status of the Bidder and year entity was established.

- D. Federal employer ID number and a completed W-9 form (enclosed).
- E. Letter of Transmittal - (a formal letter from the Bidder prepared in standard business format). It should be brief and signed by a person who is authorized to commit the Bidder's organization to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.
- F. An Executive Summary - (provides a high-level description of the Bidder's ability to meet the requirements of the RFP with pertinent information relative to the firm's background, expertise and qualifications to accomplish all tasks set forth in this RFP).
- G. A detailed list of other facilities similar to Livingston Educational Service Agency that the Bidder services or has served in the past two years (e.g., facility name, contact, position, address and telephone number of the facility, length of time served and dates served).

7.0 CONTRACT TERMS AND CONDITIONS

7.1 INSURANCE

A. Bidder Insurance Guidelines

The Bidder shall provide Livingston Educational Service Agency at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the Agency, as listed below:

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance; Proof of this coverage will need to be available if requested by the Agency.
- 2) Without exception, Bidder is required to provide Livingston Educational Service Agency with proof of General Liability insurance at the following limits:
 - Minimum limit of \$1,000,000 for projects under \$1,000,000
 - Minimum limit of \$2,000,000 for projects with property values between \$1,000,000 and \$10,000,000
 - Liability limit of \$3,000,000 for projects greater than \$10,000,000

B. Livingston Educational Service Agency shall be named as Additional Insured on Commercial General Liability Insurance.

This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

C. Insurance Requirements - During the performance and up to the date of final acceptance of the work, the Bidder must effect and maintain insurance hereafter listed below:

- 1) The Bidder shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
 - 2) The Bidder Shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits as noted in Section & (A) (2) above.
- D. Worker's Compensation Insurance, Commercial General Liability Insurance's described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to Carol Caverly, Livingston Educational Service Agency, 1425 W. Grand River Ave., Howell, MI 48843."
- E. If any of the above coverage expire during the term of this contract, the Bidder shall deliver renewal certificates and/or policies to Livingston Educational Service Agency at least ten (10) days prior to the expiration date.

7.2 INDEMNIFICATION

- A. The Bidder shall indemnify and hold harmless Livingston Educational Service Agency, its officers, agents, and employees from:
- 1) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
 - 2) Any claims, damages, penalties, costs and attorney fees arising from any failure of the Bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - 3) Livingston Educational Service Agency will not indemnify, defend or hold harmless in any fashion the Bidder from any claims arising from any failure, regardless of any language in any attachment or other document that the Bidder may provide.
 - 4) The Bidder shall pay Livingston Educational Service Agency any expenses incurred as a result of the Bidder's failure to fulfill any obligation in a professional and timely manner under the Agreement.

7.3 CONFLICT OF INTEREST

The respondent shall disclose and describe any business, financial, pecuniary or familial relationship existing between the Bidder (or any officer, agent, or employee of the Bidder) and any officer, employee, agent or board member of the Livingston Educational Service Agency. This should be done via a signed, notarized copy of the Livingston Educational Service Agency "Familial Disclosure Form" in compliance with MCL380.1267. The Livingston Educational Service Agency shall not accept a bid that does not include this sworn and notarized disclosure statement.

7.4 EXEMPTION FROM TAXES

Livingston Educational Service Agency is exempt from all federal, state and local taxes. Livingston Educational Service Agency shall not be responsible for any taxes that are imposed on the Bidder. Furthermore, the Bidder understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the Agency.

7.5 ASSIGNMENT OF CONTRACT

This contract may not be assigned in whole or in part without the written consent of the Alice Johnson, Executive Director of Transportation Services, Livingston Educational Service Agency.

7.6 DEFAULT AND TERMINATION

In the event the Bidder shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, Livingston Educational Service Agency may notify the Bidder of such default in writing.

Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Bidder or, in the case of notice by the Bidder, to any person designated by Livingston Educational Service Agency or by mailing the same certified or registered mail to the address for the Bidder in the proposal, or the address for Livingston Educational Service Agency in the case of notice by the Bidder.

Failure on the part of Livingston Educational Service Agency to notify the Bidder of default shall not be deemed a waiver by the Agency of the Agencies rights on default of the Bidder and notice at a subsequent time will have the same effect as if promptly made.

Upon receipt of notice of default from Livingston Educational Service Agency, the Bidder shall immediately correct such default. In the event the Bidder fails to correct the default to the satisfaction of the Agency, the Agency shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Bidder of any liability to the Agency for damages sustained by virtue of any default by the Bidder.

The Bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event the Livingston Educational Service Agency prevails, the Bidder shall pay all expenses of such action including the Agencies attorney fees and costs at all stages of the litigation.

7.7 INTEGRATION

All RFP documents and addendum, respondent's response to this RFP, subsequent purchase orders, and contract to the successful respondent contains the entire understanding between the parties.

All instructions are to be considered an integral part of all proposals. Failure to include in the proposal all information requested may be cause for rejection of this proposal.

8.0 EVALUATION OF PROPOSALS AND AWARD

- A. Livingston Educational Service Agency, at its sole discretion, shall determine whether particular Bidders have the basic qualifications to conduct the desired service for the Agency. In determining whether a Bidder possess the basic qualifications to operate, the Agency may consider the following: (a) the proposal price; (b) company experience; (c) thoroughness of the proposal and compliance with specifications; (d) clarity and detail of submitted proposal; (e) reputation and prior performance of software.
- B. Award shall be made to the most responsible Bidder whose proposal is determined to be the most advantageous to the Agency taking into consideration the evaluation factors set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between the Agency and the Bidder.
- C. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
- D. It is our intention to consider the original proposal as a best and final offer. Only clarifications, as part of the discussion, will be considered after the evaluation of the proposal. Clarifications or corrections shall not alter the Bidder's price contained in the proposal.
- E. By submission of proposals pursuant to this RFP, Bidders acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
- F. The proposal of the successful respondent becomes a formal contract, and should be signed by an authorized representative. A proposal in response to this RFP is an offer to contract with Livingston Educational Service Agency based upon the terms, conditions, and scope of work and specifications contained in the RFP.
- G. If the successful and most responsive Bidder fails to acknowledge the contract award within 3 (three) business days via the signed Agreement Page, the Agency may annul the award. Upon annulment of the award as aforesaid, the Agency may then award the contract to the next highest ranked Bidder. Livingston Educational Service Agency retains the right not to make any subsequent award.

- H. The successful Bidder and Livingston Educational Service Agency will execute a purchase agreement to finalize the contract award no later than 3:00 p.m. on Friday, September 8, 2017. If the winning Bidder fails to execute a purchase agreement with the Agency by this time, the contract may be revoked and awarded to another Bidder at the Agency's discretion.
- I. All Bidders, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and will abide by the terms and conditions thereof.
- J. Livingston Educational Service Agency has the right to use, as the Agency determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the contract.
- K. The successful proposal or portions thereof shall be incorporated into the resulting Agreement.
- L. Bidders must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.
- M. Submission of a proposal will be construed to mean that the respondent is fully informed as to the extent and character of the software required and can furnish the item(s) in complete compliance with the specifications and at prices quoted.
- N. All proposals must be valid for 60 days from the proposal submission date.

AGREEMENT PAGE

This Bidder certifies that he/she shall operate in accordance with all applicable State and Federal regulations.

The Bidder certifies that all terms and conditions within the Bid Solicitation/Proposal shall be considered a part of the contract as if incorporated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative the day and year.

ATTEST:

L.E.S.A. AUTHORITY:

Name

Title

Date

ATTEST:

BIDDER:

Name

Title

Date



STATEMENT OF COMPLIANCE WITH FEDERAL LAW

The Livingston Educational Service Agency complies with all Federal laws and regulations of the U.S. Department of Education. It is the policy of the Livingston Educational Service Agency that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, handicap or limited English proficiency shall be discriminated against. Excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity to which it is responsible or for which it received financial assistance from the U.S. Department of Education.

CONTACT

**LIVINGSTON EDUCATIONAL SERVICE AGENCY
TERESA A. ZIGMAN,
EXECUTIVE DIRECTOR OF ADMINISTRATIVE SERVICES
1425 W. GRAND RIVER AVENUE, HOWELL, MI 48843
(517) 546-5550**

AFFIDAVIT OF BIDDER

**LIVINGSTON EDUCATIONAL SERVICE AGENCY
 FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT**

Important: This Disclosure statement must be included with you bid as required by state law (Public Act 232 of 2004).

As required by Public Act 232 of 2004, all bids shall 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 Livingston Educational Service Agency Board of Education or the Superintendent of the Livingston Educational Service Agency. The Agency shall not accept a bid that does not include this sworn and notarized disclosure statement.

+++

The undersigned, the owner or authorized officer of the “Bidder”, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of _____ (the “Bidder”) and any member of the Board of Education of the Livingston Educational Service Agency or the Superintendent of the Livingston Educational Service Agency. If such a relationship exists, please explain:

List any Familial Relationships:

1. _____
2. _____
3. _____

The undersigned appeared before me this _____ day of _____, 20_____.

Legal signature of Owner/Officer

Date

State of Michigan, County of _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

 Notary Public

 My Commission expires

AFFIDAVIT OF BIDDER

IRAN ECONOMIC SANCTIONS ACT COMPLIANCE STATEMENT

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the Iran Economic Sanctions Act (P.A. 517 OF 2002, MCL 129.313), hereby represents and warrants that it is not an "Iran linked business". The Iran Economic Act makes an Iran-linked business ineligible to submit a bid with a public entity. An Iran-linked business is defined as either a person engaging in investment activities in the energy sector of Iran or a financial institution extending credit to a person to engage in investment activities in the energy sector of Iran.

BIDDER: _____

By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
 COUNTY OF _____)

The instrument was acknowledged before me on the ____ day of _____, 20__, by _____.

_____, Notary Public
 _____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____