

MOSCOW SCHOOL DISTRICT NO. 281
650 N Cleveland, Moscow, ID 83843-3659
208-882-1120 Fax 208-883-4440

**BID SPECIFICATIONS FOR TWO (2) 71 PASSENGER
TYPE C SCHOOL BUSES**

GENERAL INFORMATION

A. PURPOSE

These specifications provide information to interested vendors for submission of bids for consideration by the Board of Trustees of Moscow School District No. 281.

B. ISSUING OFFICE

Any questions must be submitted in writing to: Jennifer Johnson, Business Manager
Moscow School District No. 281
650 N. Cleveland St.
Moscow, ID 83843-3659

All bids should be marked "**BUS BID**" and addressed to: Business Office
Moscow School District No. 281
650 N. Cleveland Street
Moscow, ID 83843-3659

C. SCOPE

This information and the bid specifications contain instructions, descriptions, mandatory requirements, a section for the bidder to complete, and general evaluation criteria which must be met to be eligible for consideration, as well as the vendor's responsibilities before and after specifications are met.

The time line governing this bid is as follows:

| | |
|---|-------------------------------------|
| Specifications Available | September 28, 2019 |
| Newspaper Advertising Dates | Sept. 28 and October 5, 2019 |
| Deadline for Receiving Bids and Bid Opening | 11 a.m. PST October 11, 2019 |
| Bids Received by Board of Trustees for Final Decision | October 16, 2019 Regular Meeting |

D. RIGHT OF REJECTION

The Board of Trustees of Moscow School District reserves the right to accept or reject any and all bids or to select any portion thereof any or all bids and to waive any technicality in the best interests of the District. No bidder may withdraw his bid after the opening of such bids unless the awarding of the bid is delayed for a period exceeding thirty days. Proposals marked "price prevailing at the time of delivery" or "rates subject to approval," or other such qualifying statements will be cause for rejection of the bid as unacceptable.

E. INCURRING COSTS

The Moscow School District is not liable for any cost incurred by vendors prior to the issuance of an agreement, contract, or purchase order.

F. ADDENDA TO THE REQUEST FOR BIDS

In the event that it becomes necessary to revise any part of the request for bids an addendum will be provided to all vendors who received the bid packet.

G. RESPONSE DATE

Completed bids must be received by the Business Office, Moscow School District, no later than 11 a.m., PST, November 28, 2017 in order to be considered. Bids from any vendors received after this time will be rejected and not opened. Incomplete bids will also be rejected.

H. MULTIPLE BIDS

A vendor may submit more than one bid. At least one of the bids must be complete and comply with the instructions of this request for bids. However, the additional bids may be in abbreviated form following the same format, but providing only information that is different in detail from that contained in the complete bid.

I. ACCEPTANCE OF BID CONTENT

The contents of the bid of the successful bidder will become contractual obligations along with the final contract when the purchase order is issued. Failure of the successful bidder to accept these obligations in a purchase order or similar acquisition instrument may result in cancellation of the awarding of the bid.

J. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, completing the bid specification form "Specifications Provided" column. "Equivalent items" as listed on the bid form must be accompanied with descriptive literature and costs. **SPECIAL BINDINGS, COLORED DISPLAYS, PROMOTIONAL MATERIALS, ETC. ARE NOT DESIRED.** Emphasis should be on completeness and clarity of content.

K. PRIME CONTRACTOR RESPONSIBILITIES

The selected vendor will be required to assume responsibility for delivery. Further, the Moscow School District will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the award of the bid.

L. FORMS

The bid must be signed by an authorized agent of the vendor; be executed in ink and in original handwritten signature. Bids submitted shall be in writing on the form provided by the District with additional information on the vendor's letterhead, and **NO ORAL, TELEPHONE, TELEGRAPHIC, OR LATE BIDS WILL BE CONSIDERED.**

M. DELIVERY

1. Time is of the essence. Moscow School District will accept delivery anytime before April 15, 2020. **PENALTY FOR LATE DELIVERY -- \$250/Day/Vehicle.**
2. In the event this timeline cannot be met, an alternate date must be specified on the bid.
3. Delivery shall be complete when the buses have been 1) presented to the Idaho Department of Education for inspection and have been certified for use as a school bus by an authorized State of Idaho School Bus Inspector (vendor will be responsible for all inspection costs), and 2) are accepted as meeting bid specifications and district requirements by an authorized school district representative.

N. F.O.B. POINT

Bids are to be made F.O.B. DELIVERY to 2245 White Avenue, Moscow, Idaho.

O. ANTI-DISCRIMINATION

Acceptance of the contract or purchase order binds the vendor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964. "No person in the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

P. OFFICIAL, EMPLOYEES, OR AGENT OF THE DISTRICT NOT PERSONALLY LIABLE

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Moscow School District shall be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein.

Q. ASSIGNMENTS

No contract or purchase order or any interest herein shall be transferred to any other party by the vendor to whom the contract or purchase order is given, without the approval in writing of the Business Manager. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Moscow School District. All rights of action, however, for any breach of such a contract by the contracting parties are reserved to the Moscow School District.

R. DISPUTES

Any dispute arising from the contract or purchase order between the Moscow School District and the vendor will be resolved through litigation in a court of competent jurisdiction.

S. CHANGES/MODIFICATIONS

Changes of specifications or modification of the contract or purchase order in any particular can be effected only upon written consent of the Business Manager, but not until any proposed change or modification has been submitted to the Business Manager in writing, signed by the one proposing the said change.

T. RISK OF LOSS

The vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery of the buses, and such loss, injury, or destruction shall not release the vendor from any obligation there under.

U. HOLD HARMLESS

The vendor shall protect, indemnify, and hold the Moscow School District harmless from and against any damage, cost, or liability, including reasonable attorney's fees for any or all injuries to persons or property arising from acts or omissions of the vendor, his employees, or subcontractors, howsoever caused.

V. BURDEN OF PROOF

It shall be the responsibility of the vendor to furnish the Moscow School District with sufficient data to determine if the buses and services offered conform to the bid specifications.

W. AVAILABILITY OF FUNDING

The contract shall contain no penalty to or restriction upon the Moscow School District in the event cancellation is necessitated by a lack of financing for this bid and the resulting contractual agreement.

X. CONFORMING GOODS AND SERVICES

The buses and services shall minimally conform in all respects with the specifications as indicated in the bid specification form. In the event of nonconformity, and without limitation upon any other remedy, the Moscow School District shall have no financial obligation in regard to the nonconforming goods and services.

Y. COMPLETED BID FORM

Submitted bids must contain the School Bus Chassis & Body specification form, indicating in the space provided the bid specifications have been met or the equivalent listed and attached to the bid form.

Z. CRITERIA FOR SELECTION

Acceptance of bid will be in accordance with Idaho Code Section 67-2349 and Moscow School District Policies.

AA. COST DATA

Bids should include cost, F.O.B. Moscow, with trade-ins.

Trade-ins will be: one (1) Type C, 2009 International, DT 466 diesel engine, IC CE300 71 passenger bus. one (1) Type C, 2010 International, DT 466 diesel engine, IC CE300 71 passenger bus.

Note: "When any school bus is sold and is no longer to be used for the transportation of pupils, before it may again be used on the highways of this state it shall be painted a color other than school bus chrome and all school bus markings shall be obliterated." [Idaho Code 49-1422 (4)]

BB. MANNER OF PAYMENT

Payment to the vendor will be made after the bus is satisfactorily received (to include vehicle inspection). Disputes over shipment and invoicing will be corrected mutually in the most effective method, i.e., telephone, e-mail, letter, or other. Corrected items will be paid in a timely manner. The District will not pay interest or legal fees to the vendor for late payment, no matter

what the reason for late payment. The vendor agrees to the manner of payment and this Section C is hereby incorporated into any purchase made by the District.

CC. GUARANTEE AND SUBMITTALS

The vendor must furnish a written guarantee to the Owner for a minimum of one year from the date of final acceptance. During the guarantee period, any repair or replacement required because of defective materials or workmanship shall be at the vendor's expense, including all labor, materials, equipment, etc. All work required under the period of guarantee shall be commenced within five (5) working days after receipt of written notice from the Owner and shall be carried out as soon as possible. Nothing herein implies or intends that the guarantee shall apply to work from abuse, damage, and/or neglect by the Owner, or Owner's employees, guests, or students.

Bid Form and Signature Page

Pricing Information

| <i>Trade-in Amount</i> | |
|---|----|
| 2009 Type C IC CE300 International 71 passenger bus | \$ |
| 2010 Type C IC CE300 International 71 passenger bus | \$ |
| <i>New Bus Amounts</i> | |
| Amount for each Type C Bus | \$ |
| <u>Options</u> | |
| | |
| | |
| | |
| <i>Diagnostic Software</i> | |
| Yearly subscription to all applicable diagnostic software covering body, chassis and engine. Also to include all interface cables. | \$ |
| <i>Engine Options</i> | |
| | \$ |

Vendor Identification and Authorized Signature

Company Name: _____.

Address: _____.

_____.

Authorized Signature: _____.

Printed Name: _____.

Title: _____.

Date: _____.