

**ROCKWOOD SCHOOL DISTRICT**

**REQUEST FOR PROPOSALS**

**RFP No.:** **RFP1221TRANSBUS**

**Title: New School Buses – Type C, 77 Passenger**

**Issue Date: November 9, 2021**

This document constitutes Rockwood School District’s (hereafter called the “District” or “RSD”) Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide the items, goods, supplies and products as described in this RFP.

**SEALED PROPOSALS FOR PROVIDING THE PRODUCTS DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN:** **2:00 P.M., CST, ON NOVEMBER 23, 2021. Proposals submitted after that time and date will be rejected.**

**PROPOSALS SHALL BE SUBMITTED TO:**

Coordinator Purchasing

Rockwood School District

111 East North Street

Eureka, Missouri 63025

**All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:**

Brenda Kirchhoefer

Coordinator of Purchasing

Rockwood School District

111 East North Street

Eureka, Missouri 63025

kirchhoeferbrenda@rsdmo.org

636.733.2045

All other communications and questions regarding this RFP must be directed to the above individual. No other contact with any members of the Rockwood School Board, any administrators, staff or employees of the District is permitted before or after completion of the RFP process. Failure to follow this directive or any attempt to contract or to influence any such person may result in rejection or disqualification of a proposal.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

**Important Dates**

 **RFP Issue Date: November 9, 2021**

 **Deadline for RFP Clarification November 12, 2021**

**Proposal Due Date November 23, 2021 at 2:00 P.M.**

 **Award Recommendation Submitted to BOE December 1, 2021**

 **Anticipated BOE Approval Date December 16, 2021**

**Expected Timeframe for Receiving Buses** **July 6, 2022 through July 28, 2022.**

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**I.** **RFP INSTRUCTIONS AND CONDITIONS**

**1. INTRODUCTION**

The District is a nationally recognized, diverse community of learners. Currently the District serves nearly 21,000 students, made up of four high schools, six middle schools, and nineteen elementary schools, a talented and gifted campus, and a school for at-risk high school students. The District employs over 4,000 people, and covers 150 square miles in much of western St. Louis and northern Jefferson counties. The District has consistently earned the accreditation of Distinction in Performance by the Missouri Department of Education. Additional detailed information about the District may be found at [www.rsdmo.org](file:///%5C%5Cfs1%5Ccohome%5Ccofiles%5Capps%5Callusers%5CPurchasing%20and%20Transportation%5CTemplates%5CRFP%27S%5Cwww.rsdmo.org).

The purpose of this RFP is to establish the requirements for providing the replacement of school buses for residential K-12 students (“Products”). The Products are described more fully below in this RFP. It is anticipated that the delivery of the Products would begin July 6, 2022 and extend through July 28, 2022.

**2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

1. In order to be considered, proposers must submit one (1) hard copy of the proposal and one electronic copy. Proposals shall be signed and printed or type written, submitted sealed with the envelope plainly marked with the title and RFP No.: **RFP1221TRANSBUS**

Proposals shall be delivered to:

Coordinator Purchasing

Rockwood School District

**RFP1221TRANSBUS**

111 East North Street

Eureka, Missouri 63025

**SEALED PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 2:00 P.M CST ON NOVEMBER 23, 2021. Proposals submitted after that time and date will be rejected.**

*A public bid opening will occur on November 23, 2021 at 2:00 P.M. CST at Rockwood School District’s Administrative Office located at 111 E. North Street, Eureka, MO 63025.*

1. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required products.

Electronic or facsimile proposals will not be considered in response to this RFP, nor will modifications by electronic or facsimile notice be accepted.

1. Proposers must include at least the following information, data and responses in their proposals:
2. Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
3. If Proposer is incorporated, include the state in which it is incorporated, and list the name and occupation of those individuals servicing on the board of directors, along with the name of any entity or person owing 10% or more of the corporation.
4. The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.
5. A description of Proposer’s products which are being proposed.
6. Proposer’s total price for the Products, including any and all costs and expenses. Proposer shall submit a price list appropriately evidencing and itemizing Proposer’s prices, including any applicable discounts.
7. Indicate if proposed pricing includes the acceptance of payment with a procurement card (p-card) or credit card in lieu of a check. If Proposer agrees, no additional fees shall be charged to the District for card acceptance.
8. Indicate if proposed pricing could be offered to other Missouri school districts of similar size and order volumes.
9. Proposers must provide a description or evidence of their experience and qualifications to provide the Products described in this RFP.
10. Proposers must provide evidence or information as to their financial condition and stability.
11. Proposers must provide a minimum of three (3) references with names, addresses and phone numbers, and including specifically any governmental entities and school districts for which each proposer has provided the products being proposed.
12. Proposers must state whether they have been involved in any litigation during the last five years, and if so, describe any such litigation.

**3. AWARD**

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications, and quality of Proposer’s products. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District reserves the right to request clarification or additional information and may interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any proposer.

**4. RIGHT TO REJECT**

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

**5. PROPOSALS FINAL**

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

**6. COST OF PREPARATION**

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

**7. OWNERSHIP OF SUBMITTALS**

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

**8. RFP INTERPRETATION**

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

**9. PRICE**

Proposers are cautioned that the Products must be furnished at the prices, costs and/or rates submitted and proposed unless otherwise stated.

**10. INSURANCE**

The successful Proposer will be expected to provide the following types of insurance with the described limits:

Comprehensive General Liability $ 1,000,000 per person per occurrence

 (Including Contractual Liability)

 $ 1,000,000 property damage per occurrence

 $ 1,000,000 aggregate all claims per occurrence

Workers' Compensation As required by applicable law

Employer's Liability $ 1,000,000 per occurrence

Automotive Liability $ 1,000,000 per occurrence

**11. TAXES**

Proposers shall NOT INCLUDE FEDERAL EXCISE TAX, TRANSPORTATION TAX, or STATE RETAIL SALES TAX in their cost proposal, as these taxes do not apply to the District.

**12. NO PARTICIPATION**

The successful Proposer shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or Products to be provided, as contemplated by this RFP.

**13. EXCEPTIONS**

If a Bidder takes exception to any part of these specifications as written, or as amended by any addenda subsequently issued, or the Agreement, they must do so in writing. Said exceptions must be submitted with the proposal. Failure to do so will be construed as acceptance of all items of the specification and the Agreement.

**14. USE OF INFORMATION**

A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information (“Information”) furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.

B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

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**II. REQUIREMENTS AND SPECIFICATIONS**

**INTRODUCTION:**

Through this RFP, the District is seeking to obtain proposals from qualified and experienced persons, organizations, companies or firms to provide the Products described herein. The District’s current bus fleet contains 180 buses ranging in model years from 2014-2022. The intention of this Request for Proposal is to obtain pricing for the purchase of twenty (20) new 2023 buses. Financing for the bus purchase will be arranged prior to purchase.

While subject to final determination, the District anticipates the successful Proposer will begin delivery of the Products on or about July 6, 2022 and will complete delivery of the Products no later than July 28, 2022.

**GENERAL FLEET REQUIREMENTS:**

The District will be purchasing twenty (20) Class “C” buses with a seating capacity of 77 passengers.

Proposed buses should be new 2023 and be inspected prior to delivery with state stickers applied.

**BUS SPECIFICATIONS:**

All buses must meet or exceed the current applicable Missouri school bus standards per Department of Elementary and Secondary Education and be equipped with the following:

**Chassis**

* + Wheelbase, maximum 273"
	+ Engine - Ford 7.3L or equivalent 350HP @ 468lb Ft with Gas Fuel System. The road governor limits the top speed of buses with an electronic engine governor. Standard road speed governor is set at 75 mph before leaving the factory.
	+ ORVR - Onboard Refueling Vapor Recovery System installed.
	+ ORVR unit located aft of rear axle on passenger side of bus adjacent to fuel fill pipe and tank.
	+ Gas Engine must meet 2022 Emission Standards
	+ Tailpipe exists left side of school bus in front of rear wheels
	+ 750-Watt Block Heater Located front of School Bus
	+ Unit equipped with rubber coolant hose with constant tension clamps
	+ Steering - Full power 50-degree wheel cut. Tilt both up and down and telescoping. Cruise control ON/OFF, set and resume/accelerate
	+ Ford 6R140 - 6 speed transmission or equivalent
	+ Brake System - Internal expanding, transmission mounted. Mechanical operation with foot control application at driver's left.
	+ Brake System - Both front and rear systems are hydraulic
	+ Dust shields
	+ Controls - Hand operated parking brake with warning light, transmission selector, dimmer switch, switch panel dimmable lighting, steering column mounted key-type start switch.
	+ Axle - Front 12,000 lbs. with oil lubed bearings. Hubcaps with window seal.
	+ Axle - Rear 21,000 lbs. 5.29 with oil lubed bearing.
	+ Spring - Front 10,000 lbs.
	+ Spring - Rear 21,000 lbs.
	+ Shock Absorbers - Front and rear double-action piston type with long life bonded bushings.
	+ Cooper Tires or equivalent - 11R 22.5 14ply HWY Front and M/S Rear
	+ ESC - Electronic Stability Control
	+ Wheels - Hub Piloted steel disc wheels 8 x 22.5 rims.
	+ Oil filled front hubs
	+ Front and rear wheels to be factory balanced.
	+ Alternator - Minimum 240 AMP Leece Neville
	+ Battery System - Three (3) Group 31 batteries. Batteries are in an enclosed sliding tray with single lock latch with hinged door.
	+ Battery disconnect switch
	+ Battery loom must provide nylon corrugated loom on the positive and negative battery cables from terminal end to terminal end
	+ Instruments/Gauges - Speedometer, seven-digit odometer, resettable trip odometer, Tachometer, Oil pressure, Fuel level, Coolant Temp, Voltmeter, Transmission Temp, Gauge/Audible Alarm are displayed in the LCD Message
	+ LED Warnings / Telltale Indicators: HEST Indicator; Brake Failure, Wait To Start, ABS, Park Brake Applied, Check Transmission, Left Turn Signal, High Beam, Right Turn Signal, Coolant Level, Transmission Oil Temperature, Stop Engine, Engine Warning, Coolant Temperature, Low Fuel, Engine Retarder, and Engine Maintenance
	+ Pre-trip individual light - check system allowing for one person to inspect all exterior lights
	+ Message Display Center: When configured this display will provide a continuous readout for volts, amps, transmission fluid temperature, and applied air pressure (with optional air brakes). Interactive LCD display also provides system alerts such as regen needed, low DEF fluid levels, voltage error, water in fuel, engine warning, J1939 communication failure, stop engine, turn signal on; and also displays service diagnostic features
	+ Dash mounted switches - Headlights with Parking Light position, Gauge and Dimmer switch and High Idle
	+ Class A fender mounted turn signals
	+ Horn - Dual electric horn
	+ Fuel Tank - 100 gallons with tank mounted in the rear overhang between the frame rails
	+ Includes a black screw down sender inspection plate that is accessible without removing flooring material
	+ Right hand fill opening with spring loaded locking door
	+ Body parts thoroughly rust-proofed after fabrication and before assembly
	+ Front and Rear Tow Hooks
	+ Winter front and bug screen

**Body**

* + 77 Passenger
	+ Maximum 77" headroom measured over plywood
	+ Extended window and seat rail. Continuation of window and seat rail around rear corner panel to the rear emergency door post
	+ Additional Insulation Package - Driver's area, Front roof cap area and all bow cavities
	+ Windshield - Three or Four piece of flat shaded plate glass.
	+ Grip handles and cowl steps to help clean windshield
	+ Wipers - Bottom mounted wet arm wipers with intermittent single switch with 5 intermittent speeds and two motors
	+ Driver's window to be clear tempered glass with double sliding aluminum sash with security fasteners for locking both windows
	+ Factory tinted/tempered 12" passenger windows with aluminum frames.
	+ Factory tinted/tempered upper and lower glass in rear emergency door.
	+ Rear vandal lock
	+ Factory tinted/tempered rear passenger windows
	+ Driver's window to be clear tempered glass with double sliding black sash with security fasteners for locking both windows
	+ Two (2) hinged push-out emergency exit windows on each side evenly spaced
	+ Two (2) Spheros non-leak roof hatches
	+ Non-seat belts ready seat frames with rebond foam
	+ Modesty panel between floor and bottom of right hand
	+ National driver's seat with cloth insert. Aisle side armrest
	+ Electric operated entrance door with lock - 3 position
	+ All seats upholstered with fire retardant upholstery in solid grey
	+ 5" fire black upholstered header pad above emergency door
	+ Floor - 5/8" treated floor attached with screws
	+ Aisle - 3/16" thick ribbed black in aisles and at entrance aisle area. Aluminum aisle trim full length of body. Black plastic cove molding the full length of body along wall
	+ Heavy duty rubber studded step tread with white nosing on entrance door steps
	+ Black floor
	+ Undercoat - Underside of body floor, skirt and wheel housings thoroughly undercoated prior to body mount on chassis to ensure best coverage and maximum corrosion resistance. Undercoat after body mounted.
	+ Heaters - 90,000 BTU front system with defroster. Defroster will include full manifold running full length of windshield to provide sufficient warm air to keep all areas free of fog, ice and snow
	+ Heated air from front heater will be pressurized in a duct extending back to the third seat with a three-speed permanent magnet type blower delivering warm air to the middle of the body
	+ 50,000 BTU Stepwell heater with (2) speed blower and to provide warm air to keep entrance door clear of fog, ice and snow
	+ 50,000 BTU mid ship heater
	+ 50,000 BTU rear heater
	+ Heavy duty heater water pump
	+ Sheet metal covering all interior heater hoses
	+ Dual ball type heater cut off valves in engine compartment
	+ Manual ball type water flow control valve next to driver
	+ Two (2) auxiliary metal multi-directional two speed defroster fan mounted at the upper right and upper left of the windshield.
	+ Power port located left hand switch panel for connecting electrical accessories
	+ Back up - Two 4" clear right and left rear LED
	+ Clearance - Two LED amber front and two LED amber rear
	+ Cluster - Three LED amber front and three LED amber rear
	+ Daytime - Running lights - Head lamps, tail, license plate, parking, clearance and marker lights are automatically activated when engine is running and park brake is released
	+ Directional - Two front located in headlight assembly and two 7" amber LED lights mounted on rear
	+ Dual row interior passenger lights
	+ Driver Dome Light with separate switch
	+ Headlights - Two halogen single sealed beam
	+ Side Marker - Amber right with left intermediate side marker lights
	+ Stepwell - 15 Candlepower. Wired to operate with ID lights and entrance door open
	+ Stop and Tail - Two 4" combination LED lights. Right and left rear license panel in combination with 7" stop and tail LED lights with clear red lens
	+ Warning System - 8 light sequential system with warning light with dual hoods
	+ Back up alarm
	+ Crossing Arm - Electric operated crossing control arm with yellow poly-rod and interrupt switch
	+ Electric Stop Arm - Front and Rear LED Red Lights
	+ AM/FM/USB/MP3/PA stereo with a minimum of 8 speakers
	+ LED Strobe light
	+ Remote and Heated Driver Mirrors
	+ Heated cross view mirror
	+ Rear mud flaps and rubber fenders
	+ Body Fluid Kit, Seat Belt Cutter, Triangle Warning Kit, FAK and Fire Ext.
	+ 3M diamond grade reflective tape only extending down both sides, on rear both vertically and horizontally and "School Bus" lettering on front and rear
	+ Overhead driver's storage directly above driver's window
	+ Transparent dark green tint 6.5” x 30” smooth edge plastic. Located in front of driver. Adjustable vertically on two arms pivoted at ends of visor and at anchor points on windshield header.
	+ Bus must meet Kentucky Pole Test and Colorado Rack. Please include certificates
	+ White painted roof
	+ 5 Year Paint Warranty
	+ 2 Year Paint Warranty - Fade or Discoloration
	+ 6 x 30 interior mirror with back up camera
	+ Driver's Cup Holder
	+ Full length acoustical headliner
	+ Child check system
	+ Armor heavy duty undercoat treatment

**OPTIONAL PRICING:**

Vendors/dealers are requested to provide optional pricing for the following item for the District’s consideration:

Air Conditioning Units installed on buses that meet or exceed the specifications listed below:

* + Minimum 120 BTU’s
	+ Front and Rear Wall Evaporator
	+ Dual Compressor System

**GENERAL DEALER REQUIREMENTS OF SALE:**

1. Purchase prices for new buses included in final RFP will be Dealer’s final and best offer.
2. Dealer will be responsible for the wiring and installation of a (2) camera head, HD recording system. The District’s standardized make/model number is REI HD420W-4320GB. All cameras will be provided by the District.
3. Upon acceptance and inspection by the Rockwood School Transportation Department, all buses will be delivered to the District’s Wildwood bus lot located at 17146 Manchester Rd., Wildwood, MO 63040, with titles, state inspections and any paperwork required for DMV registration.
4. Deliveries of buses shall begin by July 6, 2022 and end no later than July 26, 2022. Dealer will agree to pay the District liquidated damages in the amount of $250 per day for each bus not received by July 26, 2022.
5. The dealer will agree to reimburse the District for any and all contracted services or short term bus leases/rentals required to provide route services to students due to late delivery of buses or incomplete paper work that would delay a bus from being placed in service.
6. The new buses will have a minimum of a 5-Year/Unlimited Mile Engine, Power Train and Emissions warranty – Parts and Labor.
7. Please indicate if your dealership provides a traveling parts truck for regular visits to our maintenance location in Wildwood.
8. Indicate if you offer reimbursement to Rockwood School District for any warranty repair work completed for the full term of the warranty by Rockwood mechanics. If so, at what hourly rate do you reimburse and will you reimburse a third party should Rockwood outsource warranty work?
9. Specify if your dealership provides Blue Tooth Hardware and software for all powertrain components.
10. Awarded vendor must have a body/chassis warranty location within 50 miles of Eureka, MO.
11. Indicate if your dealership can provide Rockwood School District Transportation Department with two or more over the phone certified ASE Master Certified Technicians to troubleshoot items at no cost to the district.
12. Specify if your dealership provides free shipping for parts.
13. Any bus purchased must be pre-delivery serviced, Missouri State inspected, and factory guaranteed and must comply with both Federal and State of Missouri requirements and regulations.
14. All buses will be delivered to the Rockwood Grover bus lot clean inside and out.
15. Proposals shall be submitted with buses that include, at minimum, all specs contained herein. The quality of goods, products, materials, equipment, workmanship and services shall be as per specification and must be to the satisfaction of the Director of Transportation. The Director of Transportation shall have full power and authority to reject any materials furnished that in his or her opinion do not meet the needs of the District based upon condition and/or specs listed.
16. Upon approval by the Board of Education to proceed with purchase, the District will advise the dealer no later than 10 business days after Board approval to proceed with purchase.
17. Any purchase discrepancies, product defects or shortages in this equipment must be rectified by your local representative with the District’s Director of Transportation.
18. Buses accepted by the District with cosmetic damage must be rectified by the dealer unless agreed to otherwise. Documented cosmetic defects corrected by District mechanics will be reimbursed by the dealer for parts and labor as agreed to by both parties in advance of work being performed.
19. Payment will be made after complete acceptance by the Rockwood School District or as agreed upon. Complete acceptance means rectifying any purchase discrepancies, shortages, product defects and/or any items not in compliance with the RFP specifications, inspection stickers, titles, documentation required for licensing, and final inspection by Rockwood staff.
20. Should the District incur legal expenses to enforce a provision of this bid or purchase, the dealer agrees to reimburse the District for actual costs.

**III. PURCHASE ORDER TERMS AND CONDITIONS**

**GENERAL** - The following terms and conditions shall apply to the purchase of the goods (“Goods”) listed on the front of this Purchase Order (“Terms and Conditions”) by Rockwood R-VI School District (“District’) from the vendor described on the front of the Purchase Order (“Contractor”). The District reserves the right to cancel all or selected line items of this Purchase Order without penalty.

**SCOPE AND PROVISION OF GOODS** – Contractor agrees to provide the District the Goods listed and described on the front of this Purchase Order at the prices specified, in accordance with these Terms and Conditions. Commencement of performance shall be deemed to constitute acceptance of this Purchase Order by Contractor.

**SHIPMENT** - Goods shipped that are in excess of the quantity ordered, or are not priced in accordance with the Purchase Order, are subject to return to the Contractor at the Contractor’s expense. Shipping terms shall be FOB Destination Point, Freight Prepaid and Allowed; Goods must include packing list showing items shipped and Purchase Order number.

**DELIVERY** - The Contractor shall be liable for the full replacement value of any Goods lost or damaged. All deliveries must be made inside each facility and location specified on the front of this Purchase Order. Deliveries shall only be made Monday through Friday, with the exception of holidays, to offices - between 8:30 a.m. and 3:30 p.m., and to schools - between 9:00 a.m. and 2:30 p.m. Drivers must be bonded, have a clean driving record, and have the appropriate training to handle any hazardous items. Contractor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments and including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered to the District.

**GOVERNING LAW** – This Purchase Order shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Louis, Missouri, or federal court located in the City of St. Louis, Missouri.

**TAXES** - The District is exempt from state, sales, and use taxes and federal excise taxes. A copy of state tax exemption letter is available upon request.

**TERMINATION -** The District may terminate this Purchase Order for convenience by giving Contractor 15 day’s written notice of termination.

**WARRANTY** - Contractor expressly warrants that all Goods covered by this Purchase Order will conform to the specifications, drawings, samples or other description furnished or specified by the District, will be fit and sufficient for the purpose intended and will be merchantable, of good material and workmanship and free from defect. Contractor also warrants that the Goods covered by this Purchase Order which are of Contractor design or are Contractor standard product are in accordance with Contractor specifications, and will be fit and sufficient for the purpose intended.

**HOLD HARMLESS** - Contractor hereby agrees to defend, hold harmless and indemnify the District from and against all liabilities, actions, suits, claims, damages, costs, expenses and losses arising from the Goods and from the District’s use, sale or other disposition of the Goods. Contractor agrees to carry comprehensive general liability insurance and workmen’s compensation insurance, satisfactory to the District, and upon request, to furnish written evidence of such insurance coverage.

**INSPECTION AND ACCEPTANCE** - No Goods delivered and received pursuant to this Purchase Order shall be deemed accepted until the District has had reasonable opportunity to inspect said Goods. All Goods which are discovered to be defective or which do not conform to any warranty of the Contractor herein upon initial inspection or at any later time if the defects contained in the Goods were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor’s expense for full credit or replacement. No Goods returned as defective shall be replaced without District’s authorization. Such return shall in no way affect District’s discount privileges.

**CHANGES** - No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this Purchase Order will be effective without written order or consent the District. Unauthorized substitutions will be made entirely at Contractor’s risk and, at the District's option, may be returned without prior authorization at Contractor’s expense.

**COMPLIANCE WITH LAWS** - Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back and collusion.

**LIENS, CLAIMS AND ENCUMBRANCES** - Contractor warrants and represents that the Goods when delivered hereunder, will be free and clear of all liens, claims, encumbrances and infringements of any patents, trademarks, copyrights or franchise rights.

**PAYMENT TERMS** - Net 45 days from date of invoice.

**OTHER** - Purchase Order number must be marked on the invoice and all packages. Contractor is responsible for any and all charges for failure to ship to correct address.

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**IV. Bid Proposal Certification**

(Must be submitted with each Proposal)

**Dealer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

General Bid Certification: The bidder certifies the equipment and services being offered at the proposed prices meet the requirements specified by the District including the following:

1. By submitting this proposal, the bidder is guaranteeing delivery of all buses will occur by July 28, 2022, or earlier unless stated otherwise on the delivery schedule provided by dealer.
2. The bidder certifies the equipment being proposed for sale to the Rockwood School District (District) meets or exceeds all specifications and contained herein. Should a proposed bus not meet or exceed all specifications, the bidder must provide in writing a list of the departures for that specific unit.
3. The bidder recognizes the equipment being offered for sale to the District will be reserved for District’s acceptance at the proposed prices for at least ten business days after the Board grants approval to proceed with purchase. The Board is scheduled to review and approve the purchase on December 16, 2021.
4. The bidder agrees all purchases will be accepted upon District’s final inspection, receipt of title, receipt of current state inspection, and delivery to District’s lot. Payment will occur after acceptance and receipt of accurate invoice.
5. The bidder certifies they have read the RFP in its entirety and understands the requirements and specifications stated within the RFP, and any and all exceptions thereof, must be provided to the District in writing as part of the bidder’s proposal.

I’m authorized to submit this bid for the firm listed above. I have certified this bid to be complete and complaint with all specifications unless stated otherwise.

**Signature Required**

|  |  |
| --- | --- |
| Authorized Signature: | Date: |
| Printed Name: | Title: |
| Vendor Name: |
| Mailing Address: |
| City, State, Zip: |
| Phone #: | Fax #: | Email Address |

**V. Pricing Sheet**

(Must be submitted with Proposal)

|  |
| --- |
| **Proposed Bus Pricing** |
| Manufacturer | Model Year | Purchase Price (each)$ | Delivery Date |
|  |
| Camera Wiring and Installation Price per Bus | $ |
| Total Price per Bus (without air conditioning) | $ |
|  |
| Air Conditioning Unit Installed Price per Bus  | $ |
| Total Price per Bus (with air conditioning) | $ |
|  |

**VI: Warranty Information**

Please include a copy (or detailed description) of all warranties on the buses and equipment being proposed, plus the cost to the District of maintaining such warranties after the expiration of this agreement.

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