



MELBA SCHOOL DISTRICT NO. 136

BID PACKET
1986 FLEETWOOD 28' X 40' MOBILE HOME

DUE: TUESDAY, SEPTEMBER 10, 2019

ADVERTISEMENT FOR SALE OF REAL PROPERTY

Sealed bids will be received by the Melba School District No. 136 (“MSD”), PO Box 185, 511 Broadway, Melba, Idaho 83641, for the sale of a 1986 Fleetwood 28’ x 40’ Double-Wide Mobile Home, until 12:00 P.M., Tuesday, September 10, 2019. It is the sole responsibility of the respondents to ensure that responses arrive in a timely and legible manner. Only delivered or mailed submissions will be considered, no modifications of proposals will be considered. MSD will reject all late arrivals. No bidder may withdraw a bid after submission or before contract is awarded unless said award is delayed for a period exceeding thirty (30) days.

A pre-bid conference to include a property tour will be held at the District Office, 511 Broadway, Melba, Idaho on Friday, September 6, 2019, at 9:00 AM to 10:00 AM. Interested bidders are encouraged to attend as no other tours of the property will be given.

Bid instructions, bid forms and other information will be available to bidders at the Melba School District No. 136, 511 Broadway, Melba, Idaho 83641 from 9:00 A.M. to 4:00 P.M. Monday through Thursday or via the MSD website at www.msd136.org. Bid proposals shall be completed on the bid forms provided. Bid shall be submitted in a sealed envelope marked “Mobile Home Bid 2019.”

Each bid shall be accompanied by a certified check or cashier’s check made payable to the Melba School District #136 in an amount not less than 10 percent (10%) of the amount of the bid. This check shall be forfeited in case the bidder fails or refuses to enter into a contract to purchase the property upon approval of the school board.

MSD reserves the right to reject any or all bids or to waive any informality or to accept the bid or bids deemed best for the Melba School District No. 136.

Questions should be made in writing via email to Ms. Dalelyn Allen, dallen@melbaschools.org, Business Manager.

Andy Grover, Superintendent
Melba School District #136

Publish two (2) times: August 27, 2019 & September 3, 2019

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INVITATION TO BID

1986 FLEETWOOD 28' X 40' MOBILE HOME

INTRODUCTION

Melba School District No. 136 ("MSD") is a public K-12 school district in Melba, Idaho, that serves nearly 850 students at one elementary school and one junior/senior high school.

OBJECTIVE

1.0: MSD is seeking bids for the sale of a 1986 Fleetwood 28' x 40' Mobile Home; referred to as the "mobile home" throughout the bid documents.

RESPONSE INSTRUCTIONS

2.0: Bid Proposal

The bid proposal shall be completed on the bid form provided within this packet.

2.1: Bid Guaranty

Each bid shall be accompanied by a certified check or cashier's check made payable to the Melba School District #136 in an amount not less than 10 percent (10%) of the amount of the bid. This check shall be forfeited in case the bidder fails or refuses to enter into a purchase agreement / bill of sale for the mobile home upon approval of the school board.

PROPERTY SOLD "AS IS"

3.0: Mobile Home

The 1986 Fleetwood 28' x 40' Mobile Home is being sold "as is;" the land on which the mobile home currently resides is **not** included in the sale.

3.1: Pre-bid Conference / Open House

MSD will hold a pre-bid conference / open house for bidders on Friday, September 6, 2019 from 9:00 AM until 10:00 AM. Bidders are encouraged to attend. No other property tours will be given. Please arrive at the MSD office located at 511 Broadway in Melba, Idaho. A map will be provide for the mobile home location.

ASSERTIONS BY BIDDER

4.0: The bidder agrees to the following items:

- The bidder agrees to abide by all terms and conditions within the request for bid document.
- The bidder acknowledges that the mobile home is being sold "as is."
- The bidder accepts that MSD does not warrant the mobile home and that no warranty exists whether expressed or implied.
- The bidder realizes the purchase is final. No returns, exchanges or cancellations will be accepted.
- The bidder consents to enter into a purchase agreement / bill of sale upon the bid proposal's acceptance by the MSD Board of Trustees. Full payment will be due within forty-eight (48) hours of the bid award.
- The bidder assumes all risks and liability once payment has been received by MSD.
- The bidder understands the mobile home must be removed at the bidder's risk and expense.
- The bidder agrees to accept the liability and the risks of purchasing, moving, etc...the mobile home. Further, the bidder agrees to defend and to hold the District harmless in case of claims arising out of the purchase, moving, etc... of the mobile home.
- The bidder shall defend, indemnify, and hold harmless the District, all of its officers, agents, employees, the State of Idaho, and its political subdivisions from and against any and all demands, suits, actions, claims, loss of damage of any kind, whether or not meritorious, and by whomsoever made or caused, in any manner arising out of or occurring by reason of or in relation to any action or omission of the bidder, its agents, servants, or representatives, or any occurrences, incidents, or injuries connect with the purchase, moving, etc... of the mobile home.
- The bidder agrees to remove the mobile home within ten (10) days after payment transfer and completed purchase agreement / bill of sale. If the bidder is unable to meet the ten (10) day timeframe, additional time may be granted

but will not exceed past October 30, 2019. PLEASE NOTE: Additional time only pertains to the removal of the mobile home NOT the payment due date.

- While extra time to move the mobile home maybe granted, the bidder still assumes the risks, liability, etc... once the payment has been received by MSD. MSD is not liable for any damage, etc... while the mobile home remains on MSD property.
- Failure to remove the mobile home in the allotted timeframe, may result in the bidder's forfeiture of the mobile home and loss of monies paid.

TERMS AND CONDITIONS

5.0: Responses to this bid solicitation must be submitted and delivered to MSD as "sealed bids" no later than 12:00 P.M. on Tuesday, September 10, 2019, ("Final Submission Date"). **Bidders should initial and return all pages of the Request for Bid ("RFB") with bid response.** It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. MSD will reject all late arrivals. Envelopes containing responses to this bid solicitation shall be marked, "MOBILE HOME BID 2019." The outside of the envelope shall be identified as follows:

Melba School District No. 136
MOBILE HOME BID 2019
PO Box 185
511 Broadway Avenue
Melba, ID 83641

Oral, telephone, electronic mail or fax bids shall not be considered, nor will modifications of proposals by such communication be considered. The completed bid response shall be without erasures or alterations.

Addenda to this bid document, if any, including written answers to questions, will be posted on the MSD website at www.msdl36.org. Bidders submitting a bid should check the web site daily for addenda and updates after the release date. Bidders should printout, sign and return addenda with the proposal. Failure to do so may result in disqualification. Any questions should be made in writing via e-mail to Dalelyn Allen, dallen@melbaschools.org, Business Manager.

5.1: Costs Associated with Preparation of the Bidder's Response

MSD will not be liable for any cost incurred by the respondents in preparing responses to this bid or negotiations associated with award of a contract.

5.2: Proposal Binding Period

All prices quoted in the bidder's response will remain in effect for thirty (30) days from the bid due date.

5.3: Bid Opening Procedure

All bids will be opened at 12:15 P.M. on Tuesday, September 10, 2019, at the Melba School District office. All bidders are invited to be present when MSD opens the bids. Final bid award will be determined by the MSD Board of Trustees.

5.4: Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the bidder of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

5.5: Right to Reject

MSD reserves the right to accept or reject all proposals or sections thereof and when the rejection is in the best interest of MSD and reserves the right to award without further discussion. MSD reserves the right to waive minor irregularities, technical or legal deficiencies of any proposal and to negotiate the terms of any proposal.

5.6: Bid Award

The MSD Board of Trustees will determine the bid award based on the proposals received and recommendations provided upon the bid opening. The winning bidder will be required to sign the MSD purchase agreement / bill of sale. Full payment will be due within forty-eight (48) hours of the bid award.

5.7: Purchase Agreement / Bill of Sale

If the awarded bidder fails or refuses to enter into a purchase agreement / bill of sale, the bidder will forfeit the bid guarantee payment AND the award may be given to the next highest bidder based on the MSD Board of Trustees' determination.

PROPOSAL

6.0: The bidder is proposing the following bid for the 1986 Fleetwood 28' x 40' Mobile Home being sold "as is."

Numerical Bid Amount: \$ _____

Written Bid Amount: _____

AUTHORIZATION

7.0: To the Melba School District No. 136, Melba, Idaho, herein called MSD.

The undersigned, as Bidder, declares as follows:

1. All interested in the Bid as Principals are named herein.
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid.
4. The bidder has carefully read and examined the bid documents and agrees to be bound by the terms and conditions, including the obligation to indemnify, set forth therein;
5. The bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required to remove the mobile home and within the time constraints therein set forth.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this bid document, the word "bidder" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Submitted by: _____
(PRINT NAME AND TITLE)

Signature: _____ Date: _____

Company (if applicable): _____

Address: _____

City: _____ State/Zip: _____

Telephone: () _____ Fax: () _____

Email Address: _____