

ADVERTISEMENT FOR BIDS

The South Western School District (the “District”) invites sealed bids to furnish One (1) 2021 or newer School van with less than 1,500 miles. Bids will be opened and read aloud on Tuesday, April 20, 2021 at 2:00 p.m. in the District Administration Office Board Room, located at 225 Bowman Road, Hanover, PA 17331. The District shall conduct the bid opening remotely. Interested parties shall email Jeff Mummert at jeff_mummert@southwesternsd.org and let him know of your interest in attending the bid opening. A zoom invite will then be sent so that you can participate at the opening.

All sealed bids may be submitted in person, via mail or overnight carrier or electronically, no later than 2:00 p.m. on April 20, 2021. Bids submitted in person, via mail or overnight carrier shall be to the following:

South Western School District
Attn: Jeffrey A. Mummert, Board Secretary
225 Bowman Road
Hanover, PA 17331.

Bids submitted electronically shall be submitted to the following email address: swbids@southwesternsd.org. Bidders are responsible to secure delivery of their bids by the bid date and time. Faxed bids shall not be accepted.

Bid documents, including Instructions to Bidders, General Conditions, Specifications, Form of Bid and all contract documents required may be obtained by contacting Sherry Meckley at the District Administration Office at (717) 632-2500 ext. 20110 or at sherry_meckley@southwesternsd.org.

The Owner reserves the right, at its option, to award any combination of base bid and/or options, waive as an informality any, defects, errors, or omissions in any or all Bids; and to reject any or all bids.

Jeffrey A. Mummert, Secretary

South Western School District
225 Bowman Road
Hanover, PA 17331

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received until Tuesday, April 20, 2021 at 2:00 pm. Bids may be submitted in person, via mail or overnight carrier shall be to the following: South Western School District, Attn: Jeffrey A. Mummert, Board Secretary, 225 Bowman Road Hanover, PA 17331. Bids may also be submitted electronically to the following email address: swbids@southwesternsd.org. Bidders are responsible for delivery of their bids by the bid date and time. No faxed bids shall be accepted. Bids received after the bid date and time shall not be considered responsive and shall not be considered.
2. All bids delivered in person, via mail or via overnight carrier shall be submitted in a sealed envelope marked **“SEALED BID FOR ONE SCHOOL VAN.”** Bids transmitted electronically shall be marked in a similar manner.
3. Bids must be typewritten, signed by the bidder and submitted on the enclosed form. **Unsigned bids will not be considered.**
4. Where items are specified by name and the bidder desires to furnish another item which the bidder considers equal thereto, in every such instance the bid shall be marked **“ALTERNATE BID”** and must be accompanied by specifications for the alternate item demonstrating its standard as an equal to the item specified in the bid. The District reserves the right, in its sole discretion, to determine whether the alternate item is equal to the item specified. If such alternate item is not acceptable to the District as an equal, bidder shall provide the item as specified.
5. Changes, alterations, or interlineations in the bid are not permitted.
6. Bids shall show both unit and total prices. Should prices be irreconcilable, the unit price and the number of units shall govern and awards be made on this basis.

Bid figures shall include permit fees, inspection fees, and all charges including delivery at the destination called for in these specifications. The District will complete Federal Excise Tax Exemption Certificates where requested by the vendor. The District is exempt from Pennsylvania Sales Taxes under exemption number 76-67640-1.
7. Delivery shall be made at the destination called for within the time indicated on the bid, unless otherwise specified, or agreed by both the Board and Supplier.
8. The District will issue payment within forty-five (45) days subject to the **“CONDITIONS OF BID OR PROPOSAL”**.
9. All bid prices shall include charges for delivery of items.

SOUTH WESTERN SCHOOL DISTRICT
225 Bowman Road
Hanover, PA 17331

CONDITIONS OF BID OR PROPOSAL

I. GENERAL CONDITIONS

1. Local Conditions: Where applicable, Bidder shall acquaint themselves with local conditions at the school where work is to take place so that note can be made of anything that might affect their bids.
2. Invoicing: Invoices shall be sent to the Business Office of the School District. **DUPLICATE INVOICES ARE REQUIRED.**
3. Bidders shall contact Brian Herrell, South Western School District, (717) 633-4776 if any discrepancies in the bid documents are found, or with regard to any questions or the meaning of any part of the plans, specifications, or other contract documents.

II. LEGAL CONDITIONS

1. The Advertisement for Bids, Information to Bidders, General Conditions of the Bid, Special Conditions if any, the Specifications for the Supplies and/or Materials desired, as well as the Proposal, Agreement and Bonds, shall be collectively know and designated as the "Contract Documents" and together shall form the Contract.
2. No bidder may withdraw a bid for a period of 60 days after the date of opening thereof.
3. The District reserves the right to award any combination of base bid and/or options, waive any informality, defects, errors, or omissions or reject any or all bids or portions thereof.
4. No rights shall accrue to any person submitting a bid or proposal unless and until such bid has been accepted, contract awarded, and the contract finally and completely executed in writing by duly authorized officers of the District.
5. Deposits: Each bid submitted must be accompanied by a certified check, cashier's check, or a treasurer's check drawn to the order of the South Western School District, or a Bid Bond with surety acceptable to the said School District in the amount of 10% of the bid, except where noted. All Bonds shall be issued by companies such as will be acceptable to the Owner, and which are authorized to transact business in Pennsylvania. Surety Companies must have a Certificate of Authority as an acceptable Surety on Federal Bonds and as an acceptable

reinsuring company in accordance with latest Treasurers Department Bulletin published by the Fiscal Service Company of Surety Bonds. Checks will be returned promptly to all bidders after the successful bidder has furnished and properly signed all Contract Documents. The successful bidder must complete and deliver all Contract Documents within fifteen (15) days of the date postmarked on the envelope in which the documents are mailed by the Board. If the bidder to whom an award is made shall fail or refuse to execute the contract within the time specified and allowed for completion, the School District may deduct and retain out of the monies due the bidder or from the deposit required by the above paragraph, such sum as shall be sufficient to pay the difference between the price on which the award was made and the price which the District may or shall be obliged to pay to procure the supplies and/or materials from other sources.

6. Where applicable, Supplier will be responsible for any damage to property caused by Supplier or his agents. Supplier further covenants and agrees to assume and does hereby assume all liability for, and shall and does agree to, indemnify and save harmless the School District against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons, whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages, or injuries, torts, or trespasses happening in and about, or in any way incident to, or by reason of the performance of this contract and the performance of said work or labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual Property Damage and Liability Insurance and to furnish certificates therefore, when required by the School District.
7. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though said laws were included.
8. Bidders must sign the contract as prescribed by the forms. When the bidder is a corporation, documents should be signed by the President or Vice-President and attested by the Secretary or Assistant Secretary. If signed by one person, a copy of the authority of such person must accompany the proposal.
9. In compliance with the Act of the General Assembly, the Supplier further covenants and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of Workers' Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed, or shall file with the School District a certificate from the Department of Labor and Industry.
10. Bidder must complete and return non-collusion affidavit for bid to be considered.

III. BID CONDITIONS

1. The School District reserves the right to conduct any tests of supplies and/or the materials to determine whether the samples furnished meet the requirements as determined by the Board.
2. The bidder agrees, if awarded the contract, to furnish and deliver the specified products at such times, at such places and in such quantities as herein specified, and that all of the products shall be subject to inspection and approval. In the event that any of the said products shall be rejected as unsuitable or not in conformity with these specifications, such products of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.
3. In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications or to replace any which are rejected as stated in the preceding paragraph, the School District is authorized and empowered to purchase articles in conformity with the contract from such party or parties in such manner as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damages which may be incurred by the School District.
4. The bidder agrees that if the contract is awarded to them, they not assign, transfer, or sublet it, unless specific permission to do so is requested in writing by the bidder, and granted in writing by the District.

VAN BID SPECIFICATIONS

Number of Vans to Bid One (1) 2021 or newer Gas Engine, Automatic Transmission

Capacity: Ten (10) Passengers

Literature and Full Description: Bidder shall be required to provide literature and full description of the chassis and body being bid.

Exceptions to Specifications: Bidder shall be required to submit, in writing with the bid proposal, any area that does not meet and/or exceed specification.

Standards: Van(s), upon date of delivery, must conform to all Commonwealth of Pennsylvania and Federal Motor Vehicle Safety Standards for School Van

Inspection and Licensing: Van(s), at time of delivery, shall have current State Inspection stickers and Municipal registration plates. All fees for inspection and licensing shall be the responsibility of the successful bidder.

Payment: Shall be no later than forty-five (45) days after final acceptance of the vans meeting all requirements of the specifications.

Delivery: Shall be made to South Western School District Service Center, 50 Spring Garden Lane, Hanover, Pa. 17331, as per approved bidder schedule after July 1, 2021.

Warranty: Included with the bid or proposal shall be a statement as the length of warranty on the chassis, drive train and body against defective material and/or workmanship. There shall also be an extended warranty provided; 100% coverage on all parts and labor for a period of 60 months, unlimited miles or 3,600 hours of use from the vehicle delivery date, whichever occurs first. During this period, the successful bidder shall repair or replace any internally lubricated part or parts of the provided engine including the fuel injection pump, injectors, flywheel water pump, exhaust and intake manifolds, oil cooler assembly and turbo charger which proves defective in normal use with new or factory rebuilt parts. The bidder shall also provide a statement listing the nearest dealership certified to complete all chassis and body warranty work.

South Western School District
225 Bowman Road
Hanover, PA 17331

SPECIFICATIONS FOR SCHOOL VAN (S)

The chassis shall meet and/or exceed all current Pennsylvania and Federal Standards for School Vehicles.

VEHICLES SHALL BE A VAN AND NOT REQUIRE A CDL WITH P & S ENDORSEMENTS TO DRIVE.

CHASSIS:

Ford T150 Low Roof (LR)
Comply: YES _____ NO _____

MODEL YEAR:

2021 or newer
Comply: YES _____ NO _____

AIR CONDITIONING:

Front and Rear
Comply: YES _____ NO _____

ALTERNATOR:

Minimum 130 AMP
Comply: YES _____ NO _____

REAR AXLE:

Locking or limited slip differential
Comply: YES _____ NO _____

BACK-UP ALARM:

Shall be equipped with Back-Up Warning Alarm
Comply: YES _____ NO _____

BATTERY:

Minimum of 630 CCA
Comply: YES _____ NO _____

BRAKES:

Heavy Duty Disk – Front
Heavy Duty Drum or Disk – Rear
Foot operated Emergency
Comply: YES _____ NO _____

SIDE CARGO DOORS:

Hinged to swing outward
Comply: YES _____ NO _____

ENGINE:

Ford minimum 3.5 Liter
Comply: YES _____ NO _____

FLOORING:

Shall be equipped with rubber floor covering.
Comply: YES _____ NO _____

FUEL TANK:

Shall be equipped with a minimum of twenty-five (25) gallon fuel tank.
Comply: YES _____ NO _____

GLASS:

Tinted on all windows
Comply: YES _____ NO _____

GVMR:

Minimum 8550 lbs.
Comply: YES _____ NO _____

HEATERS:

Fresh air type, high output with additional rear heater outlet
Comply: YES _____ NO _____

INSTRUMENTS PANEL & GAUGES:

Shall be equipped with gauges for oil, water, battery, and fuel
Comply: YES _____ NO _____

LETTERING & NUMBERING:

Van(s) shall be lettered and numbered as follows:
"SCHOOL STUDENTS" – 6-inch black letters, front and rear
"SOUTH WESTERN SCHOOL DISTRICT" – 2-inch black letters on each side of van. Vehicle number in 2-inch block letters 138 to be located on left and right front fender, left side of rear door.
Comply: YES _____ NO _____

LOCKS:

Shall be equipped with standard manual locks with three (3) sets of ignition and door keys
Comply: YES _____ NO _____

MIRRORS:

Left and Right side heated remote controlled mirrors, no trailer mirrors accepted

Comply: YES _____ NO _____

MUD FLAPS:

Shall be equipped with Front and Rear Mud Flaps

Comply: YES _____ NO _____

PAINT:

National School Bus Chrome

Comply: YES _____ NO _____

RADIO:

AM / FM clock, push button radio / speakers in front and rear

Comply: YES _____ NO _____

RADIATOR:

Shall be equipped with a Heavy Duty Radiator

Comply: YES _____ NO _____

RUNNING BOARDS:

Shall be equipped with extruded aluminum full length between wheels on both sides

Comply: YES _____ NO _____

SAFETY EQUIPMENT:

Shall be equipped with the following:

One set of Triangle Reflectors

5 lb. ABC Fire Extinguisher, accessible to the driver with metal head

Pennsylvania school bus approved First-Aid, & Body Fluid Kit

1 set of tire cables to fit vehicle

Comply: YES _____ NO _____

SEATING:

Driver seat – manufacturer’s standard high back with cloth covering.

Student seating will be for 9 students:

A single seat on the right side across from the driver (front passenger seat) Three

(3), two (2) passenger, bench seats on the left side behind the driver Two (2)

single passenger high back seats on the right side of the van across from the two

most rear bench seats. There will be an aisle between the bench and single seats

All seats will have at least three point restraints. Van may not be registered for

more than 10 passengers (including driver)

Comply: YES _____ NO _____

SHOCKS:

Shall be equipped with Heavy Duty Front and Rear Shocks

Comply: YES _____ NO _____

STEERING:

Shall be equipped with Power steering

Tilt Steering Column

Comply: YES _____ NO _____

SUSPENSION:

Shall be equipped with Heavy Duty Suspension

Comply: YES _____ NO _____

TIRES:

Four (4) LT245/75R 16 – Steel belted radials

One (1) straight tread mounted as Spare

Comply: YES _____ NO _____

TRANSMISSION:

Shall be equipped with four speed automatic with transmission cooler and overdrive

Comply: YES _____ NO _____

UNDERCOAT:

Entire bottom of chassis including fender wells shall be fully undercoated

Comply: YES _____ NO _____

WHEELS:

16" x 6.5" minimums

Comply: YES _____ NO _____

WINDOWS:

Will be equipped with power up and down windows

Comply: YES _____ NO _____

WINDSHIELD WIPERS:

Shall be equipped with electrically operated intermittent wipers

Comply: YES _____ NO _____

WARRANTY:

A copy of the manufacturer's warranty shall be included with and become part of the bid. Such warranties shall include but not limited to the following:

The successful bidder shall guarantee the chassis, drive train and body for a period of five (5) years unlimited miles bumper to bumper from the date of delivery. Any warranty repairs that require the van to be taken ten (10) miles or more for the needed repairs, the successful bidder will make arrangements to get the van to the repair shop and brought back to the district from the repair shop at no cost to the district or will reimburse the district at IRS rates to supply the

needed transportation. If towing is needed, regardless of the mileage, while the vehicle is under warranty and because of a warranty issue, the successful bidder will be responsible for all towing charges.

Comply: YES _____ NO _____

OPTIONS: VIDEO CAMERA SYSTEM: (installed)

(1-Dash Camera) PRO-VISION® 16 Channel Solid State Video Recording Systems Include:

DR-200 1080p HD Drive Recorder

DVR-738 256GB Class 10 SDXC Card

SOUTH WESTERN SCHOOL DISTRICT
225 Bowman Road
Hanover, PA 17331

Bid Proposal

Chassis _____ Model _____

Engine _____ Body _____

<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
One (1) 10 Passenger 2021 or newer School Van	_____	_____
Optional: Video Camera System as spec'd	_____	_____
GRAND TOTAL INCLUDING VIDEO CAMERA SYSTEM AS SPEC'D	<u>_____</u>	<u>_____</u>

Expected Delivery Date _____

Company Name: _____

Address: _____

Email Address: _____

Telephone: _____

Signature: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____ :
:S.S.

County of _____ :

I state that I am _____ of

[Title]

[Name of my firm]

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____ its affiliates, subsidiaries, officers, directors

[Name of my Firm]

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the

[Name of my firm]

above representations are material and important, and will be relied on by South Western School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from South Western School District of the true facts relating to the submission of bids for this contract.

[Name and Company Position]

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, _____

Notary Public

My Commission Expires:

2785K