

INVITATION FOR BIDS

The South Western School District invites sealed bids for furnishing one (1) 2016 or newer school vans. Bids will be opened on Monday, May 9, 2016 at 2:00 p.m. in the District Administration Office Board Room, located at 225 Bowman Road, Hanover, PA 17331.

All sealed bids must be presented or received by mail, no later than 2:00 p.m. on Monday, May 9, 2016.

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

Full instruction, to Bidders, general Conditions, Specifications, Form of Bid and all contract documents required to be used may be obtained at the District Administration Office.

The Board reserves the right to reject any or all bids or accept selected items from any bid.

Jeffrey A. Mummert, Secretary

South Western School District
225 Bowman Road
Hanover, PA 17331

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received until 2:00p.m. Monday, May 9, 2016, in the District Administration Office, Attention: Jeffrey A. Mummert, Secretary, 225 Bowman Road, Hanover, Pennsylvania 17331. Sealed bids will be opened and read at the same location on Monday, May 9, 2016.
2. All bids shall be submitted in sealed envelope marked **“SEALED BID FOR 2016 or NEWER SCHOOL VAN.”**
3. Bids must be typewritten with ink and must be signed by the bidder on the enclosed form. **Unsigned bids will not be considered.**
4. Where articles are specified by name and the bidder intends to furnish another article which he considers equal thereto, in every such instance the bid shall be marked **“ALTERNATE BID”** and **“MUST BE ACCOMPANIED BY SPECIFICATIONS.”**
5. Changes, alterations, or interlineations in the bid are not permitted.
6. Bids shall show both unit and total prices. Should figures 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 school district will complete Federal Excise Tax Exemption Certificates when furnished by the vendor. The school district is exempt from the State 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 school district will issue payment within forty-five (45) days subject to the **“CONDITIONS OF BID OR PROPOSAL, I. GENERAL CONDITIONS, 2, Invoicing.”**
9. All deliveries must be shipped prepaid.

SOUTH WESTERN SCHOOL DISTRICT
225 Bowman Road
Hanover, PA 17331

CONDITIONS OF BID OR PROPOSAL

I. GENERAL CONDITIONS

1. Local Conditions: 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. If any bidder finds discrepancies in, or is in doubt as to, the true meaning of any part of the plans, specifications, or other contract documents, he shall at once contact Charles Baumgardner, South Western School District, (717) 633-4776.

II. LEGAL CONDITIONS

1. The Advertisement for Bids, Information to Bidders, General Condition 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 his bid for a period of 60 days after the date set for the opening thereof.
3. The School District reserves the right to waive any formalities or reject any or all bids or portion thereof. The School District is referred to as the owner in this bid request.
4. No rights shall accrue to any person submitting a bid or proposal until such bid has been accepted, contract awarded, and the contract finally and completely executed in writing by duly authorized officers of the School 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

II LEGAL CONDITIONS (continued)

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 School District may or shall be obliged to pay to procure the supplies and/or materials from other sources.

6. **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS:** For any contracts exceeding \$5,000, the contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Section 756 and 757 of the School Code and Public Works Contractors Bond Law of 1967). (Does not apply to this bid)
7. 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.
8. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.
9. Bidders must sign contract as prescribed by the forms. When the bidder is a corporation, documents should be signed by the President or Vice President and by the Secretary or Assistant Secretary. If signed by one person, a copy of the authority of such person must accompany the proposal.
10. 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

II LEGAL CONDITIONS (continued)

or may hereafter be passed, or shall file with the School District a certificate from the Department of Labor and Industry.

11. Bidder must complete and return non-collusion affidavit for bid to be considered.

III BID CONDITIONS

1. The School District may 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 this 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 him, he will 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 South Western School District.

VAN BID SPECIFICATIONS

Number of Vans to Bid: One (1) 2016 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.

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

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

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

CHASSIS:

Chevrolet or Ford or GMC Extended Back
Comply: YES _____ NO _____

MODEL YEAR:

2016 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
Pole at side door
Comply: YES _____ NO _____

ENGINE:

Chevrolet, Ford, or GMC 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.
Van(s) shall have Vehicle number 113 in black horizontal numbers not less than 4"
on all four corners.
Comply: YES _____ NO _____

LOCKS:

Shall be equipped with standard manual locks
Comply: YES _____ NO _____

MIRRORS:

Left and Right side
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

Tire Chains to cover rear tires.

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:

Five (5) LT245/75R 16 – Steel belted radials
Two (2) straight tread, front
Two (2) mud & snow, Rear Firestone Transforce AT or
Bridgestone Duravis M700HD
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
Comply: YES _____ NO _____

WHEELS:

16" x 6.5 minimums
Comply: YES _____ NO _____

WINDOWS:

Will be equipped with standard manual 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: Three (3) two (2) passenger bench seats with integrated child safety / booster seats
and safety restraints.

SOUTH WESTERN SCHOOL DISTRICT
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Bid Proposal

Chassis _____ Model _____

Engine _____ Body _____

<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
One (1)-10 Passenger 2016 or newer School Van	_____	_____
One (1) -10 Passenger 2016 or newer School van with optional bench seats	_____	_____

Expected Delivery Date _____

Company Name: _____

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 Antirigging 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