



LITTLESTOWN AREA SCHOOL DISTRICT  
162 NEWARK STREET  
LITTLESTOWN, PENNSYLVANIA 17340  
(717) 359-4146

Bid No: **2020/2021 School Bus**

Date: **April 2, 2020**

**INVITATION TO BID, GENERAL STIPULATIONS AND INFORMATION FOR BIDDERS**

The Board of School Directors will receive sealed proposals until **10:00 am, Wednesday, May 6, 2020** for furnishing the following named materials, supplies, or services.

**One New 72 Passenger School Bus**

The District is only looking for **(1) NEW school bus**.

With the schools being closed indefinitely due to COVID-19, please mail the completed bid packet to:

**Brian Herrell, Transportation Director**  
**360 Sonny St.**  
**Hanover PA 17331**

Bids will be opened and publicly read at the above stated time. Bids must be delivered in sealed envelopes and be clearly marked on the outside: **2020/2021 Bus**.

The bid results will be reviewed by the District with a date of Board approval of **June 15, 2020**.

**TERMS OF CONTRACT:**

It is understood that under the terms and conditions of this bid the Board of School Directors reserves the right to purchase any of the above listed materials, supplies, or services thru **August 31, 2020** inclusive at the bid prices submitted.

**INTENT:**

These specifications are intended to cover the delivery and furnishing of said vehicles to the Transportation Building in the Littlestown Area School District at 116 Newark Street, Littlestown, PA 17340.

**RESERVATIONS:**

The Board of School Directors, hereinafter referred to as the Board, reserves the right to annul any contract if, in its opinion, there be a failure at any time to perform adequately the stipulations

of this invitation to bid, and the general conditions and detailed specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the Board materials or products or workmanship which is, in the opinion of the Board, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of the Board to damages for the breach of any covenants of the contract by the contractor. The Board also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid. Should the contractor fail to comply with the conditions of this contract, the Board reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such is required under the conditions of this bid. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board.

Should any bidder have any question as to the intent or meaning of any part of this bid, they should contact the undersigned before submitting their bid in time to receive written reply.

All bidders agree by submitting a bid that bids are made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same materials, or supplies, or equipment, and is, in all respects fair and without collusion or fraud.

The Board reserves the right to reject any or all bids in whole or in part, to make partial awards, to waive any irregularity in any quotation, to increase or decrease quantities as listed in the bid, and may reject any bid that shows any omissions, alterations or form, additions not called for, conditions, or alternate proposals, and make any such award as is deemed to be in the best interests of the Board.

All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

#### PREPARATION OF BID:

Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this bid that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Each bidder may attach a letter of explanation to their bid if they so desire. All bids must be NET prices. No offers for prompt payments or cash discounts will be rendered to or considered by the Board.

If and OFFER and ACCEPTANCE form is attached hereto, it must be properly filled in and signed.

#### IMPORTANT – PLEASE READ CAREFULLY:

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required, if requested by the Board, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed, having a regularly established place of business. An inspection by the Board of any bidder's place of business may be made to determine whether satisfactory physical facilities are available to fulfill the requirements of the detailed specifications which may be considered to be prequalifying.

Where called for, the bidder shall state unit prices which they agree will represent full compensation for those items or units or work specified in the Proposal Form for additions to or deductions from the work covered by the Contract Documents. The Owner reserves the right to refuse any or all such unit prices considered unreasonable or unbalanced.

Price quoted SHALL NOT include FEDERAL EXCISE or STATE SALES and USE TAXES. Exemption certificates will be furnished upon request.

Any proposal which contains omissions, additions or deductions not called for, conditional or uninvited alternate proposal, recapitulation of the work to be performed or obviously unbalanced prices, alterations of form or irregularities of any kind, or is not based upon the documents as called for herein, or any proposal which through otherwise proper in form, shall not be accompanied by proper proposal guaranty as set forth, may be rejected by the Owner as being informal.

Alterations or changes made by the bidder in preparation of the proposal shall be explained or appropriately noted over the signature of the bidder.

The owner will not consider, for any purpose, any claim by the bidder of any mistakes or omissions in his proposal.

Negligence of the bidder in preparing his proposal shall not confer or be deemed to confer any right in the bidder to withdraw such a proposal after the established time for receiving and opening bids has passed.

#### BID BOND OR CERTIFIED CHECK

A bid bond or certified check for not less than 5% of the total bid is required. Unsuccessful bidders will have their bonds or checks returned immediately after bids are awarded. Successful bidders shall have their bond or certified check returned after delivery of equipment has been completed.

#### “OR EQUAL” INTERPRETATION:

Even though a particular manufacturer’s name or brand may be specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product or part including name of manufacturer and variance in specifications from those requested.

Whenever the specifications indicate a product of a particular manufacturer, model or brand, and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories, qualities, etc., enumerated in the detailed specifications.

#### DELIVERY:

Successful bidder will deliver vehicle(s) within thirty (30) days of formal notification of the intent to purchase by the Board of Education, Littlestown Area School District.

PATENTS:

The Contractor shall hold and save the Board of the Littlestown Area School District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, articles, process or appliance manufactured or used in performance of this contract.

GUARANTEE:

The Contractor shall unconditionally guarantee the materials and workmanship of all materials, furniture and equipment furnished by the Contractor for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the Board are due to faulty design and installation, workmanship or materials, upon ratification, the contractor, at their expense, shall replace the part or entire unit to the complete satisfaction of the Board.

COMPLIANCE WITH STATE, COUNTY, AND MUNICIPAL STATUTES, RULES AND REGULATIONS:

All provisions of Federal, State, County and Municipal Statutes, rules and regulations shall apply as if quoted verbatim in this document.

Prospective bidders are responsible to acquaint themselves with these statutes.

WITHDRAWALS OF PROPOSALS:

The bidder may withdraw their proposal at any time prior to bid opening, provided such bidder shall submit written request for withdrawal to the Owner prior to the time set forth in the Advertisement of Bids for receiving and opening bids. Withdrawn bids may not be resubmitted.

No bid, or any part thereof, may be withdrawn, canceled or modified for a period of thirty (30) days after the time and date designated for opening of bids in the Advertisement for Bids, except as set forth in Pennsylvania Senate Bill No. 793, Act No. 4, enacted January 23, 1974.

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 Littlestown Area School District.