The Northern Potter School District will accept sealed proposals for a new or used SUV until 2:00 PM on March 27, 2025.

Proposals are to be submitted to: Northern Potter School District (NPSD)

Attn: Peg Burdick

745 Northern Potter Road

Ulysses, PA 16948

Proposal envelopes are to be SEALED and marked: Sealed Proposal – 7-Passanger SUV

Proposals will be opened at: Northern Potter Central Office located at 745 Northern Potter Road,

Ulysses, PA 16948

Proposals will be Opened on: March 27, 2025 @ 2:00 PM

Proposal award will be made at the regular meeting of the School board to be held at 7:30 PM on April 14, 2025.

#### **RFP FORMAT**

The District will accept proposals for the purchase of one (1) 7-Passenger SUV as follows:

Delivery of the vehicle must be on or before June 15, 2025.

The committee reserves the right to reject any or all proposals or to accept an alternate proposal if the SUV specified is not available in the time allotted.

| NAME & ADDRESS OF SELLER: |  |  |
|---------------------------|--|--|
|                           |  |  |
|                           |  |  |
|                           |  |  |
|                           |  |  |
|                           |  |  |
|                           |  |  |

THESE MINIMUM SPECIFICATIONS APPLY TO EACH VEHICLE PROPOSAL. A VENDOR MUST NOTE ANY EXCEPTIONS. FAILURE TO MEET THESE SPECIFICATIONS MAY RESULT IN THE COMMITTEE NOT ACCEPTING A PROPOSAL OR, IF A VEHICLE IS DELIVERED THAT DOES NOT MEET THESE SPECIFICATIONS; THE COMMITTEE MAY REFUSE TO ACCEPT THE VEHICLE

**NEW OR USED 7-PASSENGER SUV** 

PREFERRED COLOR: BLUE, SILVER, OR GRAY.

AUTOMATIC TRANSMISSION WITH OVERDRIVE

4-WHEEL OR ALL-WHEEL DRIVE

6-CYLINDER MOTOR

MUST HAVE BUCKET/CAPTAIN SEATS IN THE MIDLE ROW

ANTI LOCK BRAKE SYSTEM (ABS)

AIR CONDITIONING

AIR BAGS

POWER STEERING

BACKUP CAMERA

INTERIOR-CLOTH SEATS WITH COLOR KEYED VINYL/RUBBER FLOOR MATS FRONT AND REAR

AUXILIARY REAR HEATER

MINIMUM 15 GALLON GAS TANK

ELECTRONIC SPEED CONTROL

POWER DOOR LOCK SYSTEM WITH CHILD SAFETY LOCKS

CLOCK/RADIO -MANUFACTURER'S FACTORY INSTALLED AM-FM

LOCK & KEYS – THREE (3) COPIES TO BE SUPPLIED

 $WARRANTY-AT\ LEAST\ FIVE\ (5)\ YEARS/60,000\ POWERTRAIN\ WARRANTY\ WITH\ THE\ OPTION\ TO$ 

PURCHASE EXTENDED WARRANTY

**BACKUP CAMERA** 

PRICE TO INCLUDE ALL PREPARATION FEES

DISTRICT DOES NOT PAY LICENSING/TRANSFER FEES OR STATE SALES TAX

#### GENERAL INSTRUCTIONS AND CONDITIONS

#### NORTHERN POTTER SCHOOL DISTRICT

INSTRUCTIONS TO SELLERS, GENERAL CONDITIONS, AND SPECIFICATIONS TO SUPPLY THE VEHICLE LISTED HEREIN:

- 1. Any proposals received after the time and date specified will be considered unresponsive and rejected.
- Faxed or emailed proposals will not be accepted. Proposals altered in any way will not be accepted.
- 3. All proposals for equipment, materials, supplies and/or services listed must be typewritten, or legibly printed in blue or black ink, or must be signed by the seller on the Proposal Submission form along with the Non-Collusion Affidavit, Public School Code Criminal Offenses Agreement, and the Hold Harmless Agreement and Evidence of Insurance forms supplied herewith.
- 4. To allow sufficient time for the awarding process, proposals may not be withdrawn for a period of sixty (60 days from the date of the RFP opening).
- 5. Proposals shall include delivery costs but no state or federal sales tax. Northern Potter School District is tax exempt and will issue an exemption certificate to the seller.
- 6. The Board reserves the right to reject any or all proposals, in whole or in part, and to waive informalities permitted by law.
- 7. The seller agrees that if award is made to it, the seller will not assign in whole or part any rights of privileges, which may accrue to it under the terms of the contract.
- 8. The seller agrees that if award is made to it, the seller will not assign or transfer the award, unless specific permission to do so is granted in writing by the Board.
- 9. The seller agrees that if award is made to it, the seller will not subcontract any of the duties or responsibilities thereunder.
- 10. Payment for all goods and services will be made in accordance with NPSD's payment schedule and/or practice and current Pennsylvania law. In those instances, where payment schedules and/or practices differ from Pennsylvania law, NPSD's payment schedule and/or practice will prevail.
- 11. The seller agrees to hold NPSD Board of Directors, officers, members, and employees harmless and to indemnify them for any and all expenses incurred for all claims arising from the liability

- for bodily injury and property damage, including costs of counsel and all expense incidental thereto, due to the vendors negligence.
- 12. Questions concerning specification for this proposal are to be referred to Peg Burdick, Business Manager, Northern Potter School District, 745 Northern Potter Road, Ulysses, PA 16948 via <a href="mailto:mburdick@northernpottersd.org">mburdick@northernpottersd.org</a>.

### SPECIFIC INSTRUCTIONS AND CONDITIONS SMALL SIZED SUV PASSENGER

- 1. **Basis of Award:** Northern Potter School District intends to award the RFP to a responsive and responsible seller offering the Best Overall Value for the District. The District reserves the right to negotiate separately with any seller(s) in any manner necessary to serve the interest of the District. An evaluation committee will evaluate the proposals against the following criteria:
  - Purchase Price
  - Ability to Meet District Needs (Delivery Time Frame)
  - Quality of Sellers Goods/Services
  - Reputation of Seller's Goods/Services
- 2. Vehicle Delivery: Proposal Price is to include delivery
- 3. **Manual:** All owners' manuals requested within the proposal specifications must be furnished with the vehicle at the time of delivery. No photocopies will be accepted, and no payment will be made until the owner's manual is received by NPSD.

#### 4. Stipulations:

- a. Under all circumstances, the deliverable vehicle shall conform to all applicable Federal and State vehicle safety and/or transportation regulations and standards.
- b. Vehicles must be serviced and delivered in operation condition, complete in every detal to conform with these specifications
- c. NPSD may not consider any vehicle with more than 40,000 miles. NPSD has the sole discretion to reject or accept any vehicle exceeding the above stated mileage.
- d. Proposals are requested and will be accepted only from experience manufacturers of said equipment, or the factory-authorized dealer of the same.
- e. **Sellers are Required** to provide full descriptive literature for the vehicle they are proposing, including published EPA fuel economy estimates.
- f. In addition to the manufacturer's standard warranty, the seller shall guarantee to make replacement of defective parts and corrections of defective workmanship, including all labor involved, at no cost to NPSD for a period of six (6) months from the date of acceptance of the vehicle

- g. The proposed cost shall include the cost to supply the title and new registration plates to NPSD. Registration plates shall be Municipal Plates.
- h. Title to the vehicles herein described shall not pass until said vehicle has actually been received by NPSD, notwithstanding any agreement to the contrary, including, but not limited to, any agreement to pay delivery or other transportation or insurance charges. Risk of loss prior to such actual receipt by NPSD shall be borne by the Seller. Nothing contained herein shall be constructed to deprive the Board of its interests, or limiting such interest, in the goods herein described prior to such actual receipt.
- Delivery of the vehicle shall be made to NPSD located at 745 Northern Potter Road,
  Ulysses, PA 16948 between the hours of 9:00 a.m. to 3:00 p.m., no later than June 15,
  2025. Vehicles not delivered by this date may, at the discretion of NPSD, be canceled
  from the purchase order. Your proposal price must be a delivered price with all
  transportation and handling charges paid by the seller. All proposal prices must be
  F.O.B. point of delivery basis.
- j. The seller will submit the application for payment on an itemized invoice upon delivery of the vehicle specified. Such invoice may be sent after acceptance of the vehicle.
  Payment will be paid at the nearest School Board of Education meeting following receipt of an invoice.
- 5. FAILURE TO DELIVER BY THE DATE AS HEREIN SPECIFIED SHALL RESULT IN THE TERMINATION OF THIS AWARD.
- 6. The committee reserved the right to reject any or all proposals, in whole or in part, and to waive informalities permitted by law.
- 7. All questions shall be directed to Peg Burdick, Business Manager, via email at <a href="mburdick@northernpottersd.org">mburdick@northernpottersd.org</a>. Questions shall be forwarded, via email, to the aforementioned email address no later than March 24, 2025 by 4:00 PM.

### **PROPOSAL FORM**

| Small Sport Utility Vehicle (S | U <b>V):</b> |                  |
|--------------------------------|--------------|------------------|
|                                | MSRP:        | \$               |
|                                | Discount:    | \$               |
|                                | Taxes:       | \$ <u>EXEMPT</u> |
|                                | Fees:        | \$               |
|                                | Total Cost:  | \$               |
|                                |              |                  |
| Manufacturer:                  |              |                  |
| Model:                         |              |                  |
| Model Year:                    |              |                  |
| Mileage:                       |              |                  |
| Location of Manufacture        | er:          |                  |
| Estimated Lead Time for        | r Delivery:  |                  |

#### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

- 1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Anti Bid-Rigging Act, 73 P.S. §§ 1611 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.
- 2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the seller who makes the final decision on prices and the amount quoted in the proposal.
- 3. Bid rigging and other efforts to restrain completion, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecutions. 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 seller with responsibilities for the preparation, approval or submission of the proposal.
- 4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the RFP 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 proposal process, and includes the knowing submission of proposal prices higher than the proposed price of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
- 6. Failure to file to an Affidavit in compliance with these instructions will result in disqualification of the proposal.

### NON-COLLUSION AFFIDAVITT

|  |                             | Contract/Proposal.  |
|--|-----------------------------|---|
| State of   | :<br>:S.S.                  |   |
| County of  |                             |   |
| I state that I am                                      | of                          | [Name of my firm]   |
|  | [Title]                     | [Name of my firm]   |
|  |                             | ehalf of my firm, and its owners,   |
| directors, and officers. I ar amount of this proposal. | n the person responsible    | in my firm for the price(s) and the   |
| I state that:  |                             |   |
| 1 ()   |                             | we been arrived at independently and with any other contractor, seller or   |
| price(s) nor approximate an                            | mount of this proposal, h   | roposal, and neither the approximate ave been disclosed to any other firm y will not be disclosed before RFP        |
| from submitted a proposal                              | on this contract, or to sub | o induce any firm or person to refrain<br>omit a proposal higher than this<br>competitive proposal or other form of |
|  | cement from, any firm or    | h and not pursuant to any agreement person to submit a complementary or   |
| (5)Name of m   | v firm]                     | _ its affiliates, subsidiaries,   |

Officers, directors, 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 submitting proposal on any public contract, except as follows:

| I state that                        | understand and acknowledges that the  |  |
|-------------------------------------|---|--|
| [Name of my fire                    | m]  |  |
| above representations are mater     | ial and important, and will be relied on by Northern Potter   |  |
| •                                   | contract(s) for which this proposal is submitted. I tands that any misstatement in this affidavit in and shall be |  |
| · ·                                 | nt from Northern Potter School District of the true facts   |  |
| relating to the submission of pro-  |   |  |
| relating to the suchinssion of pro- | oposur for this contract.   |  |
|                                     |   |  |
|                                     |   |  |
|                                     |   |  |
|                                     |   |  |
|                                     | [Name and Company Position]   |  |
|                                     |   |  |
|                                     |   |  |
| SWORN TO AND SUBSCRIB               |   |  |
| BEFORE ME THISD                     |   |  |
| OF,                                 |   |  |
|                                     |   |  |
|                                     | My Commission Expires:  |  |
| Notary Public                       |   |  |