



**BRANDYWINE HEIGHTS AREA SCHOOL DISTRICT**

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200 West Weis Street, Tipton, PA 19562 | 610.682.5100 | [bhasd.org](http://bhasd.org)

**2022 or 2023  
NEW SMALL UTILITY  
VEHICLE (SUV) RFP  
SPECIFICATIONS**

### **SUV RFP SPECIFICATIONS**

The Brandywine Heights Area School District will accept sealed proposals for a new, 2022 and/or 2023, SUV until 1:00 PM on May 12, 2023.

Proposals are to be submitted to: Brandywine Heights Area School District  
Attn: Nicole DelGuerico  
200 West Weis Street  
Topton, PA 19562

Proposals envelopes are to be SEALED and marked: **Sealed Proposal - 7-Passenger SUVs**

Proposals will be Opened at: **Brandywine Heights Intermediate/Middle School located at 200 West Weis Street Topton, PA 19562**

Proposals will be Opened on: **May 12, 2023 @ 1:00 PM**

Proposal award will be made at the regular meeting of the School Board to be held at 6:00 p.m. on June 12, 2023.

### **RFP FORMAT**

The District will accept proposals for the purchase of one to four (1 to 4) 7-Passenger SUVs as follows:

Delivery of the vehicle must be on or before August 1, 2023.

***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.***

## **SUV SPECIFICATIONS - PAGE 2**

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 2022 or 2023 -7-PASSENGER SUV  
COLOR: WHITE OR SILVER  
AUTOMATIC TRANSMISSION WITH OVERDRIVE WHERE AVAILABLE  
MUST HAVE BUCKET/CAPTAIN SEATS IN THE MIDDLE ROW  
ANTI LOCK BRAKE SYSTEM (ABS)  
AIR CONDITIONING  
AIRBAGS  
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  
TINTED GLASS  
ELECTRONIC SPEED CONTROL  
POWER DOOR LOCK SYSTEM WITH CHILD SAFETY LOCKS  
INTERMITTENT WINDSHIELD WIPERS  
CLOCK/RADIO – MANUFACTURER’S FACTORY INSTALLED AM-FM  
LOCK & KEYS – THREE COPIES OF BE SUPPLIED  
WARRANTY - AT LEAST FIVE (5) YEARS/60,000 POWERTRAIN WARRANTY

PRICE TO INCLUDE ALL PREPARATION FEES  
DISTRICT DOES NOT PAY LICENSING/TRANSFER FEES OR STATE SALES TAX

## GENERAL INSTRUCTIONS AND CONDITIONS

### BRANDYWINE HEIGHTS AREA 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.
2. **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 ink, and 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 date of the RFP opening.
5. Proposals shall include delivery costs but no state or federal sales tax. Brandywine Heights Area 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 or 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 Brandywine Heights Area School District payment schedule and/or practice and current Pennsylvania law. In those instances, where payment schedules and/or practices differ from Pennsylvania law, Brandywine Heights Area School District payment schedule and/or practice will prevail.
11. The seller agrees to repair any damage to the LEA's buildings and/or premises, caused in the delivery of equipment, materials, supplies, and/or services and further agrees to remove any and all dirt and debris resulting from delivery.
12. The seller agrees to hold Brandywine Heights Area School District 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 expenses incident thereto, due to the vendors negligence.

13. Questions concerning specifications for this proposal are to be referred to Ms. Nicole Reichard, Purchasing Specialist, Brandywine Heights Area School District, 200 West Weis Street Tipton, PA 19562 via [purchasing@bhasd.org](mailto:purchasing@bhasd.org).

## SPECIFIC INSTRUCTIONS AND CONDITIONS ONE TO FOUR (1 TO 4) NEW, SMALL SIZED SUV PASSENGER VEHICLE

1. **Basis of Award:** Brandywine Heights Area 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 Seller's Goods/Services
  - Reputation of Seller's Goods/Services
2. **Quantities:** Brandywine Heights Area School District intends to purchase one to four (1 to 4) new **2022** and/or **2023** sport utility vehicle (SUV) passenger vehicles.
3. **Vehicle Delivery:** Proposal price is to include delivery.
4. **Manual:** All owner's 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 Brandywine Heights Area School District.
5. **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 operational condition, complete in every detail to conform with these specifications.
  - c. Brandywine Heights Area School District may not consider any vehicle with more than 250 miles as new. Brandywine Heights Area School District 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 experienced 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 Brandywine Heights Area School District for a period of one (1) year from the date of the acceptance of the vehicle.

- g. The proposed cost shall include the cost to supply the title and new registration plates to Brandywine Heights Area School District. Registration plates shall be Municipal Plates.
- h. **Title** to the vehicles herein described shall not pass until said vehicle has actually been received by BHASD, 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 BHASD shall be borne by the seller. Nothing contained herein shall be construed to deprive the Board of its interests, or limiting such interest, in the goods herein described prior to such actual receipt.
- i. **Delivery** of the vehicle shall be made to Brandywine Heights Area School District located at 200 West Weis Street, Tipton, Pennsylvania 19562 between the hours of 8:30 a.m. to 2:30 p.m., **no later than Tuesday, August 1, 2023**. Vehicles not delivered by this date may, at the discretion of Brandywine Heights Area School District, 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 vehicle shall be new and the latest model year of their respective kind, without flaws or defects of any kind and shall carry the manufacturers guarantee covering any defects of material or workmanship. Should the vehicle be delivered damaged to BHASD, the rejected vehicle shall be removed at the expense of the seller, including transportation both ways, promptly after notification of rejection. As to the rejected vehicle, the seller shall bear all costs of inspection and all risk of loss.
- k. 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.

**6. FAILURE TO DELIVER BY THE DATE AS HEREIN SPECIFIED SHALL RESULT IN THE TERMINATION OF THIS AWARD.**

- 7. The committee reserves the right to reject any or all proposals, in whole or in part, and to waive informalities permitted by law.
- 8. All questions shall be directed to Ms. Nicole Reichard, Purchasing Specialist, via email at [purchasing@bhasd.org](mailto:purchasing@bhasd.org). **Questions shall be forwarded, via email, to the above referenced email address no later than May 8, 2023 by 4:00 PM.**

**PROPOSAL FORM**  
**(for each vehicle unless they are all the same)**

**One (1) New, Small Sport Utility Vehicle (SUV):**

MSRP : \$ \_\_\_\_\_

Discount: \$ \_\_\_\_\_

Taxes: \$ EXEMPT \_\_\_\_\_

Fees: \$ \_\_\_\_\_

Total Cost: \$ \_\_\_\_\_

**Passenger Vehicle**

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Model Year: \_\_\_\_\_

Mileage: \_\_\_\_\_

Location of Manufacturer: \_\_\_\_\_

Estimate Lead Time From When Ordered: \_\_\_\_\_



## **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 competition, and the making of false sworn statements in connection with the submission of proposals 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 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 an Affidavit in compliance with these instructions will result in disqualification of the proposal.

## NON-COLLUSION AFFIDAVIT

Contract/Proposal. \_\_\_\_\_

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 proposal.

I state that:

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

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

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

(4) The RFP from 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 proposal.

(5) \_\_\_\_\_ its affiliates, subsidiaries,  
[Name of my Firm]

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 \_\_\_\_\_ understands and acknowledges that the  
[Name of my firm]

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

\_\_\_\_\_  
[Name and Company Position]

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: