

**INVITATION FOR BIDS (IFB)**  
**Number \_\_\_\_\_**

**A. INSTRUCTIONS TO BIDDERS**

**A.1 BID NOTICE**

A.1.1 The purchaser, namely \_\_\_\_\_, hereby gives notice that it will receive sealed bids for the purchase of \_\_\_\_\_.

Bidders shall submit their bid in duplicate in a sealed envelope. Bidders shall reference this particular sealed bid opening (by IFB Number, date of bid opening, description of items being bid, or some other clearly identifiable means) on the face of its sealed bid envelope. Bids shall be submitted on forms furnished in this IFB and shall be received at the following address no later than the following date and time (local time):

MAILING ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_  
DATE OF BID OPENING \_\_\_\_\_  
TIME OF BID OPENING \_\_\_\_\_  
DEADLINE FOR BID SUBMISSION (Date and Time) \_\_\_\_\_

A.1.2 At the time indicated in Section A.1.1, the bids will be publicly opened and read aloud at the following location:

\_\_\_\_\_  
\_\_\_\_\_

Any fee of \_\_\_\_\_ charged to potential bidders requesting a copy of this IFB shall \_\_\_\_\_ or shall not \_\_\_\_\_ be returned to all bidders who submit a bid.

A.1.3 Bids must remain in effect for sixty (60) calendar days from the date of the bid opening.

A.1.4 It is the responsibility of the bidder to submit its bid to the location indicated in Section A.1.1 prior to the time of bid opening, regardless of medium used. No bid shall be considered if it arrives after the time set for bid opening.

## A.2 INTENT OF IFB

- A.2.1 It is the intent of this IFB to require the bidder to deliver and install
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- A.2.2 The equipment shall be new, and in no case will be used, reconditioned, or obsolete parts be accepted.
- A.2.3 The specifications found in Section C of this IFB indicate **MINIMUM** requirements unless otherwise indicated.
- A.2.4 Unless otherwise indicated, all items requested in this IFB which are listed in the manufacturer's specification book as standard or optional equipment for the equipment specified shall be factory installed and operative. Allied equipment specified to be furnished and installed which is not available through the equipment manufacturer shall conform to the best quality standards known to the particular industry, both product and installation.
- A.2.5 Equipment shall comply with all applicable Federal, State and Local regulations (including the Americans with Disabilities Act). In the event of any conflict between the requirements of this specification and any applicable legal requirement, then the legal requirement shall prevail.
- A.2.6 The price quoted by the bidder shall include items of labor, materials, tools, equipment and other costs necessary to fully complete the manufacture and delivery of the equipment pursuant to this IFB.
- A.2.7 No change orders either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior written approval by the Pennsylvania Department of Transportation. If the change order involves a price change, the purchaser's request for Department approval shall be accompanied by a statement signed by an officer of the purchaser that the price change is fair and reasonable, along with the basis for that determination. A change order cannot expand the scope of the contract.

## A.3 ACCEPTANCE OF BIDS

The purchaser reserves the right to accept any bid or to reject any and all bids. Any or all bids may be rejected if there is a sound documented business reason, subject to the approval of the Pennsylvania Department of Transportation, Federal Transit Administration (if applicable) and applicable regulations, which require the purchaser to award to the lowest

responsive and responsible bidder. In determining the lowest responsive and responsible bidder, the calculation shall not include any possible manufacturer or other rebates, if any action is required by the purchaser in securing the rebate. In cases of discrepancies in prices, the unit price will be binding unless the unit price is obviously in error and the extended price is obviously correct, in which case the erroneous unit price will be corrected. If equipment options are a part of the bid, the determination of the lowest responsive and responsible bid shall be based upon the cost of the vehicle plus the options selected by the purchaser, if any. Awards shall be made only to responsible bidders that possess the potential ability to perform successfully under the terms and conditions of this procurement. Consideration shall be given to such matters as bidder integrity, compliance with public policy, record of past performance, and financial and technical resources when determining responsibility.

#### A.4 MODIFICATION OR WITHDRAWAL OF BIDS PRIOR TO BID OPENING

Bids may be modified or withdrawn by written notice or in person by a bidder if the bidder's identity is made known and a receipt of the bid is signed prior to the exact hour and date set for the opening of bids.

#### A.5 WITHDRAWAL OF BIDS AFTER BID OPENING

Withdrawal of erroneous bids after bid opening but before award based on bid mistakes shall be permitted by the written determination of the purchaser's contracting officer. This may be done when the bidder requests relief and presents credible evidence that the reason for the lower bid price was a clerical mistake as opposed to judgment mistake and was actually due to an unintentional arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid. The request for relief and the supporting evidence must be received by the purchaser's contracting officer within five (5) calendar days after bid opening.

#### A.6 CONTRACTUAL OBLIGATION OF BIDDER

Each proposal by the bidder shall be submitted with the understanding that the acceptance in writing within sixty (60) calendar days of bid opening by the purchaser of the offer to furnish the equipment therein shall constitute a contract between the bidder and the purchaser which shall bind the bidder to furnish and deliver at his price in accordance with the conditions of said accepted proposal. This contract expresses the complete agreement of the parties and performances shall be governed solely by the terms and conditions contained herein. Extensions of the award date may be made by the mutual written consent of the purchaser and the bidder.

## A.7 CLARIFICATIONS, EXCEPTIONS, AND APPROVED EQUALS

A minimum of fifteen calendar (15) days before the bid opening, all potential bidders may request the purchaser to give clarification, exceptions, or approved equals for portions of the specification. Wherever material, product or service is defined in this IFB by using a brand name, the term "approved equal", if not inserted therewith, shall be implied. It is understood that any reference to a particular brand name has been made solely for the purpose of more clearly indicating the standard required. The term "approved equal" is used as a means of defining the performance or other salient requirements of this procurement. The purchaser shall determine if the proposed material, product, or service meets the standard required. Written notice of any changes or approved equals allowed or disallowed will be mailed no less than seven (7) calendar days prior to bid opening to all potential bidders. The bidder must comply with all specified items or its bid will be considered non-responsive. No exceptions to the specification will be allowed after the bid opening.

## A.8 PROTESTS AND DISPUTES

Any protests that may arise prior to or following the bid opening shall be filed in accordance with the Protest Procedures (see Attachment "A"). Any contract disputes that may arise shall be handled in accordance with the Dispute Procedures (see Attachment "B").

## A.9 COMMONWEALTH NONDISCRIMINATION CLAUSE

By signing and submitting this bid proposal, the bidder agrees to comply with the Commonwealth Nondiscrimination Clause (Attachment "C"), which is attached to and made a part of this IFB.

## A.10 SUMMARY OF ITEMS TO BE SUPPLIED WITH BID

A.10.1 All forms included under Section D (Bid Forms) must be executed and furnished by the bidder, or the bid shall be disqualified. All addenda to the IFB must be acknowledged on the Bid Proposal Form or acknowledged in a separate letter that is signed by the individual signing the Bid Proposal Form and received by the purchaser prior to the bid opening. Failure to acknowledge addenda will result in the automatic rejection of the bid unless receipt of addenda by the bidder can be verified by certified mail receipt or acknowledgement of receipt by fax machine.

## A.11 SUMMARY OF ITEMS TO BE PROVIDED BY THE APPARENT LOW BIDDER

- A.11.1 The purchaser shall notify the apparent low bidder immediately upon bid opening. The following items described in Sections A.11.2 through A.11.4 shall be provided by the apparent low bidder and must be submitted in duplicate to the purchaser within ten (10) calendar days after bid opening. The items will enable the purchaser to determine whether the equipment offered by the bidder is the same product described in the purchaser's solicitation specifications and whether the bidder is a responsible bidder. Any such item provided that conflicts with any requirement of this IFB shall not release the bidder from complying with this IFB. Any such conflicts must be resolved by the purchaser (in consultation with the bidder) making a determination as to whether the bidder fully complies with this IFB prior to bid award.
- A.11.2 Description of the equipment including manufacturer's model name and number.
- A.11.3 Description of the warranties the bidder proposes to furnish for the equipment, including a listing of sites where warranty work will be performed (See Section B.4.4).
- A.11.4 The location of the nearest depot which will furnish complete supply of parts and components for the repair and maintenance of the equipment to be supplied.

## A.12 PRE-AWARD REVIEW

The bidder shall be prepared to submit the following items if requested by the purchaser after the bid opening. Failure to submit requested items within thirty (30) calendar days of request may lead to disqualification of the bid.

- A.12.1 Description of equipment including manufacturer's model name and/or number.

## A.13 SUMMARY OF ITEMS TO BE PROVIDED UPON DELIVERY

The following items must be furnished by the successful bidder upon delivery of the equipment.

- A.13.1 All warranty verification vouchers, certificates, rebates or coupons.
- A.13.2 Operator's manual for equipment.
- A.13.3 Any maintenance and inspection schedules for the equipment will be provided upon delivery if these schedules are available to the bidder.

## B. GENERAL PROVISIONS

### B.1 PRE-AWARD INSPECTIONS

- B.1.1 Pre-award Inspections - The purchaser and/or the Pennsylvania Department of Transportation reserves the right to perform a pre-award inspection of any bidder. The purpose of the evaluation will be to assure that the bidder:
  - (a) Has in operation, or has the capability to have in operation, a manufacturing location adequate to assure delivery of all equipment within the time specified under this contract.
  - (b) Has adequate engineering and service personnel, to satisfy any engineering or service problems that may arise during the warranty period.
  - (c) Has the necessary facilities and financial resources, or has the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
  - (d) Has adequate quality control to assure that workmanship will comply with the specifications.

## B.2 DELIVERY AND ACCEPTANCE

- B.2.1 Delivery and installation of the equipment specified under this contract is to be completed within sixty (60) calendar days after the date the contract was awarded. If delivery of the equipment is delayed because of strike, injunctions, governmental controls, or by reason of any cause or circumstances beyond the control of the manufacturer, supplier, or contractor, the time of completion of delivery shall be extended upon written request for a time extension from the bidder. This request must be received by the purchaser prior to the required delivery date. The request for an extension must include detailed justification for the length of the time extension and a proposed new delivery date. The delivery date will be delayed by a number of days agreed upon by the purchaser and the bidder. In the absence of such an extension being requested and granted, the purchase price of the equipment will be reduced by \$18 per day (per equipment) for each day beyond the delivery deadline as liquidated damages if the bidder fails to give a written request for time extension prior to the delivery deadline or if the delay cannot be justified as being beyond the bidder's control. Liquidated damages will also be assessed from the delivery date if delivery consists of an unacceptable vehicle as defined in B.2.2.
- B.2.2 Equipment delivered to the purchaser in a condition below retail customer acceptance levels will not be accepted. Items which determine this acceptance level shall include, but not be limited to, the general appearance of the equipment for completeness and quality of workmanship, mechanical operation of the equipment and all electrical components, or failure to meet specifications. If any equipment is delivered and installed incomplete, incorrect or contains any defective or damaged parts, the bidder shall, at his expense, furnish and replace such parts as acceptable to the purchaser. Any delivered equipment not conforming to this IFB will be rejected by the purchaser.
- B.2.3 Acceptance of the equipment will be made after the equipment operates problem free for a period of ten (10) successful work days. Should there be a failure or interruption of service, the ten (10) day test period will be repeated. The purchaser will notify the bidder, in writing, within ten (10) calendar days after the test period if the equipment has or has not been accepted. Failure of the purchaser to furnish to the bidder a written statement of acceptance or non-acceptance postmarked within ten (10) calendar days after the test period shall be deemed to constitute acceptance of the equipment. Any letter of rejection will furnish details of the deficiencies. The bidder shall promptly correct all defects and resubmit the equipment for acceptance. The purchaser shall not be required to furnish space, labor or material to perform the bidder's

responsibilities so as to permit acceptance of the equipment in compliance with this IFB. The purchaser will accept or reject the resubmitted equipment within ten (10) calendar days from the date of resubmittal. Failure of the purchaser to furnish to the bidder a written statement of acceptance or non-acceptance postmarked within ten (10) calendar days after resubmittal shall be deemed to constitute acceptance of the equipment.

- B.2.4 In the event the bidder fails to comply with the written order of the purchaser to complete and/or repair the equipment prior to acceptance and the purchaser finds it necessary to perform any work on any equipment which should have been done by the bidder within the intent of this IFB, the purchaser will be reimbursed as detailed in Section B.3.2 for all costs incidental thereto, including material, labor and overhead.
- B.2.5 The purchaser shall be liable for risk of loss to equipment delivered but not accepted if the equipment is in the possession of the purchaser. The purchaser will provide a certificate of insurance naming the bidder as the loss-payee for his insurable interest, if requested by the bidder. The bidder shall be protected from the time each equipment is delivered from liability for the acts, negligence or omissions of the purchaser relative to said equipment.
- B.2.6 All equipment deliveries shall be coordinated with the purchaser. The bidder shall contact the purchaser to agree upon a delivery and installation schedule at least three working days prior to delivery. Delivery shall be made during the purchaser's normal working hours.
- B.2.7 Any article which is discovered to be defective or fails to conform to the specifications may be rejected at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection.

### B.3 TERMS OF PAYMENT

- B.3.1 Contracts resulting from this bid shall be subject to a financial assistance contract between the purchaser and the Commonwealth of Pennsylvania and the U.S. Department of Transportation (if applicable). The purchaser shall make full payment within sixty (60) calendar days of the date the equipment is determined by the purchaser to be in acceptable condition. The purchaser shall not be charged interest until the purchaser has received funding from the State for the purchase of the equipment. The State and Federal government will not be subject to any interest charges under any circumstances. The successful bidder shall provide the purchaser written notification of the equipment's anticipated delivery and installation date at least two weeks prior to delivery to enable the State to process payment in a timely manner.



B.3.3 If the equipment is unacceptable, no payment will be made until deficiencies are corrected. If the deficiencies cannot be corrected on the purchaser's property the bidder must remove the equipment at his expense. Redelivery of the equipment determined to be unacceptable shall be made in accordance with Section B.2 above.

B.3.4 Delivery, installation, and acceptance of the equipment shall not release the bidder from liability for the repair of faulty workmanship or materials found after final payment has been made.

#### B.4 WARRANTIES

B.4.1 The bidder has an obligation to ensure that the entire equipment is covered by a warranty. The bidder shall make every effort to assure that all obligations defined under all warranties applicable to the equipment or any subpart of the equipment are fulfilled.

B.4.2 The bidder's warranty shall be a minimum one year on the equipment. All warranties shall provide, at a minimum, that all replacement parts and repairs (including labor) needed due to defects in material and workmanship will be furnished and installed promptly without charge.

B.4.3 The warranty time period(s) shall begin on the date the equipment is accepted by the purchaser.

B.4.4 The bidder shall comply with all warranties at a location within a twenty-five (25) mile radius of the purchaser. The bidder may opt to have work for any of the warranties performed by a capable party to be selected by the purchaser.

#### B.5 TERMINATION

The purchaser may immediately terminate the contract resulting from this IFB for any of the following reasons:

a. Termination for Convenience

The purchaser may terminate this contract, in whole or in part, for its convenience, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to the purchaser to be paid the contractor. If the contractor has any property in its possession belonging to the purchaser, the contractor will account for the same, and dispose of it in the manner the purchaser directs.

b. Termination for Default

If the contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, the purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the purchaser that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, the purchaser, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

c. Termination for Lack of Funds

The purchaser may terminate this contract, or any part of it, because of unavailability to the purchaser of funds required under the terms of this contract, by serving notice of termination upon the contractor. In such event, the contractor shall be paid, from available funds, in accordance with the provisions of Section B.5(a), above.

B.6 BID FAMILIARITY

Each bidder shall thoroughly examine and be familiar with all the contract documents, including but not limited to the legal and procedural documents, bid conditions, specifications and addenda, if any, as well as any related requirements of these bid conditions and specifications. The submission of a proposal shall constitute an acknowledgement that the bidder has thoroughly examined and is familiar with the contract documents and specifications in every detail.