

**MCKEAN COUNTY HOUSING AUTHORITY
INVITATION FOR BID (IFB)
TO
PURCHASE 2 NEW VEHICLES
2023/2024 FULL SIZE ¾ TON PICK-UP TRUCKS OR EQUIVALENT
AND
TRADE-IN 2 USED VEHICLES**

**January 3, 2024
Solicitation no. 2024-001**

**BIDS DUE:
Tuesday, January 16, 2024**

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SECTION 1

INVITATION FOR BIDS (IFB)

The McKean County Housing Authority (MCHA) shall receive sealed bids at 415 West Main Street, Smethport, Pennsylvania 16749, until 3:00 p.m. Eastern Daylight Time on Tuesday, January 16, 2024

SOLICITATION NO.: 2024-001

2023/2024 ¾ ton full-sized pick-up trucks

**IFB documents can be requested via email: pjfitzsimmons@mcrha.org
or online at www.mckeancountyhousing.com**

IFB documents are also available at the following location for review:

**McKean County Housing Authority
415 West Main Street
Smethport, PA 16749**

McKean County Housing Authority (hereinafter referred to as “MCHA” is soliciting a sealed bid from qualified vendors, contractors/companies (hereinafter referred to as “Bidder or Firm, or Contractor”) for the purchase and delivery of (2) 2023/2024 ¾ ton full-sized pick-up trucks as specified in this solicitation. Included in this IFB MCHA is offering 2 (two) vehicles for trade-in. Sealed bids will be received until 3:00 PM Smethport, Pennsylvania local time on January 16, 2024. Late bids will not be accepted nor opened.

Bidders are required to submit sealed bids. The bidder’s bid should be prepared simply and economically and should provide all information it considers pertinent to its qualifications for Invitation for Bids Qualifications contained herein. Emphasis should be placed on completeness of services offered and clarity of content.

The bid must be received no later than 3:00 P.M. on Tuesday, January 16, 2024. All sealed bids should be mailed or delivered to the following mailing address:

**McKean County Housing Authority
Attn: Patty Fitzsimmons, Executive Administrator
415 West Main Street
Smethport, PA 16749**

This Invitation for Bids contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive bid. **Prospective Bidders desiring any explanation or interpretation of the solicitation must request it, in writing, by the deadline identified in this IFB (see Section 2. IFB INFORMATION AT A GLANCE).**

Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening. After evaluation of the responses, the Contract will be awarded to the most responsible/responsive Bidder(s) representing the “Best Value” to MCHA. MCHA reserve the right to reject any and all submissions.

SECTION 2**IFB INFORMATION AT A GLANCE**

MCHA CONTACT PERSON	Patty Fitzsimmons, Executive Administrator pjfitzsimmons@mcrha.org
HOW TO OBTAIN THE IFB DOCUMENTS	<ol style="list-style-type: none">1. Access: www.mckeancountyhousing.com2. Email Request: Patty Fitzsimmons pjfitzsimmons@mcrha.org3. In Person at: 415 West Main Street Smethport, PA 16749
HOW TO FULLY RESPOND TO THIS IFB	Submit 3 unbound original (“hard copy”) to: McKean County Housing Authority Attn: Patty Fitzsimmons, Executive Administrator 415 West Main Street Smethport, PA 16749
DATE ISSUED	Wednesday, January 3, 2024
PREBID MEETING TRADE-IN	Tuesday, January 9, 2024 at 10:00 AM (EST) Prebid meeting trade-in vehicles will be available for inspection at 2 Bushnell Street Bradford PA 16701. RSVP’s are requested
Q&A DEADLINE	Thursday, January 11, 2024 by 2:00 PM (EST)
BID SUBMITTAL RETURN & DEADLINE	Tuesday, January 16, 2024 by 2:00 PM (EST) Submit bids in a sealed envelope McKean County Housing Authority Attn: Patty Fitzsimmons, Executive Administrator 415 West Main Street Smethport, PA 16749
ANTICIPATED AWARD DATE	Friday, January 19, 2024

SECTION 3
SCOPE OF WORK

MCHA is seeking sealed bids from qualified, licensed, firms with demonstrated competence and experience to provide all labor and material required to purchase 2 (two) new vehicles and trade-in 2 (two) vehicles.

DETAILED SPECIFICATIONS BELOW

(1) New 2023/2024 ¾ ton full sized 4x4 pick-up truck or equivalent

- 3.3L V-6 engine
- Color (White)
- 1-speed with OD transmission
- 290 at 6,500 RPM horsepower
- 265 @ 4,000 RPM torque
- ABS and driveline traction control
- 17” silver steel wheels
- Front air conditioning, manual
- Engine (Gas)
- 2- 1st row LCD monitor
- Interior (Vinyl)
- Remote keyless entry (2 sets of keys)
- 2” receiver tow package

(1) New 2023/2024 ¾ ton full sized 4x4 pick-up truck or equivalent with utility box

- 3.3L V-6 engine
- Color (White)
- 1-speed with OD transmission
- 290 at 6,500 RPM horsepower
- 265 @ 4,000 RPM torque
- ABS and driveline traction control
- 17” silver steel wheels
- Front air conditioning, manual
- Engine (Gas)
- 2- 1st row LCD monitor
- Interior (Vinyl)
- Remote keyless entry (2 sets of keys)
- 7 1/2-foot plow package
- 2” receiver tow package

VEHICLES FOR TRADE-IN

Amp or Department	Vehicle Make/Model	VIN	License Plate #	Year	Color	Location	Mileage	Condition
Smethport	Chevy 2500 ¾ ton with plow	1GB0KVCG9BF166523	MG61670	2011	Red	Smethport PA	140,000	Fair
Bradford	Chevy 2500HD Class 4A	1GCHK24U67E137799	MC93365	2007	white	Bradford PA	Not Known	Poor

SECTION 4

BID REQUIREMENTS

MCHA requires that all vehicles be delivered to MCHA 415 W Main Street Smethport, PA 16749, within 30 days of contract award unless a new vehicle factory build is unavoidable. If a new vehicle factory build becomes necessary, then vehicles must be delivered within 30 days of dealer receipt.

The vendor/manufacturer shall use components, materials and design practices that are the best available in the industry for the type of operational conditions to which the vehicles will be subjects. Engine, transmission, driveline, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, as well as safety and not merely meet the minimum requirements of the specification.

The vendor will be required to include the following in the price of each vehicle:

All labor, materials, transportation, equipment, permits, insurance and associated services necessary for the completion of delivery of the required vehicles.

The successful vendor will satisfy the following requirements as well as the aforementioned. The successful vendor will bring to the attention of the McKean County Housing Authority any uncertainties, discrepancies or omissions noted in the specifications or documents prior to bidding or signing of any agreement. There will be no substitution or changes in the specifications unless agreed to in writing by the McKean County Housing Authority. The successful vendor must verify any requirements or specifications prior to submitting any proposal to the McKean County Housing Authority. The successful vendor will adhere to all requirements in the request.

Pricing

All prices, inclusive of discounts, shall be firm, fixed and shall include all labor, equipment, materials, products, and all other costs incidental to the products contracted. The vender shall provide a bid for 2 (two) new vehicles per aforementioned statement of work (**see Section 3**). Bid must state trade in allowance if any.

Pricing accuracy and completeness are critical. All items within the specification must be bid and priced accurately.

In the event of a manufacturer's price decrease and/or model rebate during the contract period, the Authority shall receive full benefit of such price reduction on any order placed for the contract period. The Authority

reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates or any promotional programs offered by the manufacturer. The Authority must be notified, in writing, of any price reduction or rebate within five (5) days of the effective date.

The Auto Dealer is advised that the McKean Housing Authority is exempt from all state sales and federal taxes. Upon request from the bidder, MCHA shall provide the bidder with documentation.

The Auto Dealer shall hold all bid prices offered for not less than ninety (90) calendar days from the date of opening of the bid.

Payment

Invoices will be processed for payment only after final acceptance of the vehicle(s) by the Authority.

No vehicle will be accepted at the final delivery point without all supporting documents and paperwork, completed and delivered with the vehicle(s), which include the certificate of origin, warranty, specified manuals, invoice and remote entry key sets. No vehicle(s) will be accepted until it has undergone final inspection at the delivery point. All vehicle(s), to insure proper break in of all components while still under warranty, SHALL BE DELIVERED UNDER ITS OWN POWER.

Arrangements for the final inspection shall be made 24-hours in advance, prior to delivery, by the Auto Dealer and the Authority. If the vehicle is accepted, the warranty shall commence on the date of final acceptance, or if the unit is rejected, the Authority shall notify the Auto Dealer, and will indicate the reason for the rejection. The Authority shall complete the inspection within two (2) business days. The Auto Dealer shall have, if required, two (2) business days to respond to the rejection, and must try to rectify the problem(s) at the delivery site. If the problem(s) cannot be corrected at the Authority's site, the rejected vehicle(s) must be removed at the Auto Dealer's/vendor's expense. The vendor shall have ten (10) business days to correct the problem, at no expense to the Authority.

Prospective Bidders acknowledge by downloading and receiving the IFB documents and/or by submitting a bid to MCHA is not a right by which to be awarded a contract, but merely is an offer by the prospective Bidder to perform the requirements of the IFB documents in the event MCHA decides to consider to award a contract to that Bidder.

Bidder's Responsibilities- Contact with MCHA: It is the responsibility of the Bidder to address all communication and correspondences pertaining to this IFB process to MCHA aforementioned contact person. Bidders must not make inquiry or communicate with any other MCHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for MCHA to not consider a bid submittal received from any Bidder who has not followed this directive during the IFB solicitation process. The MCHA will not conduct any ex parte conversations which may give one perspective Bidder and advantage over other prospective Bidders.

SECTION 5
GENERAL CONDITIONS

The Authority's Reservation of Rights:

The Authority reserves the right to reject any or all proposals, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Authority to be in its best interests.

The Authority reserves the right not to award a contract pursuant to this IFB.

The Authority reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience.

MCHA reserves the right to make an award to more than one proposer, if in the judgement of MCHA, the best interest of MCHA will be promoted.

The Authority reserves the right to determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this IFB.

The Authority reserves the right to negotiate the fees proposed by the proposer entity.

The Authority reserves the right to reject and not consider any proposal that does not meet the requirements of this IFB, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

The Authority reserves the rights to, at any time during the IFB or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein

MCHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to MCHA, if:

- Funding is not available
- Legal restrictions are placed upon the expenditure of monies for this category of services or supplies; or
- MCHA's requirements in good faith change after award of the contract, documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on MCHA's website www.mckeancountyhousing.com and such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.

MCHA reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on MCHA's website (www.mckeancountyhousing.com) and such changes that are issued before the bid submission

GENERAL CONDITIONS CONT.

Award of Bid(s): The successful Bidder(s) shall be determined by the top-rated responsive and responsible Bidder as determined by "Best Value", provided his/her bid is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of MCHA, in the best interest of MCHA to accept the bid. MCHA reserves the right to award to multiple contractors if it is determined to be in the best interest of MCHA.

INSURANCE:

If a Bidder receives an award, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to MCHA within 10 days of contract signature:

Professional Liability	Required Limits
MCHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to SMHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$ 1,000,000.00
Business Automobile Liability	Required Limits
MCHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on MCHA properties.	\$500,000.00 combined Single limit, per occurrence
Workers' Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than one person. A Waiver of Subrogation in favor of SAHD must be included in the Workers' Compensation policy. MCHA and its affiliates must be a Certificate Holder.	Statutory \$500,000.00
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at MCHA properties. MCHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000.00 per accident \$2,000,000 aggregate

RIGHT TO PROTEST:

Rights: Any prospective or actual Bidder, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures.

Definition: An alleged aggrieved "protestant" is a prospective Bidder or Bidders who feels that he/she has been treated inequitably by MCHA and wishes MCHA to correct the alleged inequitable condition or situation.

Eligibility: To be eligible to file a protest with MCHA pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective Bidder (i.e. recipient of the IFB documents) when the alleged situation occurred. SMHA has no obligation to consider a protest filed by a party that does not meet these criteria.

Procedure: Any actual or prospective Bidder may protest the solicitation or award of a contract for material violation of MCHA's Procurement Policy. Any protest against a MCHA solicitation must be received before the due date for receipt of bids and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Procurement & Contracting Manager for a written decision. The Director of Procurement shall issue a written decision and findings to the Contractor within thirty (30) days from the receipt of the written protest. This decision is then appealable to the Board of Commissioners within thirty (30) days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the example below:

APPEAL OF IFB NO. 2024-001
McKean County Housing Authority Attn:
Executive Director of MCHA
415 W. Main Street
Smethport, PA 16749

DISPUTES UNDER THE CONTRACT:

Procedures: In the event that any matter, claim, or dispute arises between the parties, whether or not related to this IFS or any resulting contract, both parties shall be subject to non-binding mediation if agreed to by both parties within thirty (30) days of either party making a request in writing. The parties further agree that if the matter, claim or dispute is not settled during mediation, it shall thereafter be submitted to binding arbitration. The parties shall make a good-faith attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree upon an arbitrator after reasonable efforts have been exerted, then the matter, claim or dispute shall be submitted to the American Arbitration Association for final and binding arbitration. Unless extended by the arbitrator for good cause shown, the final arbitration hearing shall begin no later than two months after the selection of the arbitrator.

SECTION 6

ADDITIONAL CONSIDERATIONS:

Required Permits and Licenses: Unless otherwise stated in the IFB documents, all Federal, State or Local permits and licenses which may be required to provide the services ensuing from any award of this IFB, whether or not they are known to either MCHA or the Bidders at the time of the bid submittal deadline or the award, shall be the sole responsibility of the successful Bidder(s) and all offers submitted by the Bidder shall reflect all costs required by the successful Bidder(s) to procure and provide such necessary permits or licenses.

Taxes: MCHA, a governmental entity, is exempt from Pennsylvania State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

Governmental Standards: It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all Local, State and Federal laws concerning safety (OSHA) and environmental control (EPA and Stark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder(s) shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder(s) for time or monies lost due to violations of any such ordinance, code, law or regulation that may occur.

Delivery: All costs submitted by the successful Bidder(s) shall reflect the cost of delivering the proposed items and/or services to the locations specified within the IFB documents or within the Agreement. All costs in the bid submittal shall be quoted as Free on Board (FOB) Destination, Freight Prepaid and allowed unless otherwise stated in this IFB.

The successful Bidder(s) agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Bidder. Upon default, the successful Bidder(s) agrees that MCHA may, at its option, rescind the finalized contract under the termination clause herein and seek liquidated damages as provided by law.

Work on MCHA Property: If the successful Bidder's work under the contract involves operations on MCHA premises, the successful Bidder(s) shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to MCHA.

Estimate Quantities: Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. MCHA does not guarantee any minimum purchase quantity.

Warranty: All items installed/provided under any contract resulting from this IFB must include a minimum of a one (1) year warranty including labor and installation plus a minimum of a one (1) year warranty from the Contractor for labor, materials and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by MCHA. This does not overrule the product guarantees.

- The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of

the above-mentioned specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

- In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.

Assignment of Warranty: Contractor(s) shall assign any warranties and guarantees to SMHA and provide the Contractor's Warranty for Labor and Installation to MCHA along with all Manufacturers' Warranty documents.

SECTION 7
BID FEE SHEET

Cost to perform work (as detailed in Section 3). Cost shall be fully burdened including dealer preparation and destination fees, if applicable. MCHA is tax exempt and therefore, taxes will not apply.

Total Bid Price Form

2 New vehicles	Total Price before trade in amount applied
Vehicle# 1 2023/2024 ¾ ton full sized 4x4 pick-up truck or equivalent	\$
Vehicle# 2 2023/2024 ¾ ton full sized 4x4 pick-up truck or equivalent with utility box	\$
Trade-In 2 used Vehicles	Trade in amount
Chevy	\$
Chevy	\$
Total Price after any trade in allowance	\$
New Vehicle# 1	
New vehicle# 2	

SECTION 8
ATTACHEMENTS

Instructions: ATTACHMENTS ARE MANDATORY AND SHALL BE FULLY COMPLETED AND SUBMITTED WITH THE BID SUBMITTAL.

Unless otherwise specifically required, the attachments hereunto shall be completed and included in the bid submittal. Descriptions of each requirement can be found below Do not omit any information, if the information requested does not apply please put "Not Applicable" under the accompanying attachment in the submittal. FAILURE TO SUBMIT ALL REQUIRED INFORMATION MAY RESULT IN DISQUALIFICATION.

- Bid Fee Sheet (See Section 7 above)
- Bidder's Certification Form
- Copy of Business License
- Copy of Insurance Certificate
- Vendor W9
- Non-Collusion Affidavit
- HUD Forms

By signing below, the Bidder agrees that all of the aforementioned attachments have been included in their bid submittal, and acknowledge that any of the required, including this page, omitted from the bid submittal may result in their bid being disqualified from consideration for award.

Signature: _____ Date: _____