

## STS SURPLUS VEHICLE SALE

### 1. INSTRUCTIONS TO BIDDERS

#### 1.1 BID NOTICE

- 1.1.1 The seller, namely the Schuylkill County Transportation Authority (STS) on behalf of the County of Schuylkill, hereby gives notice that it will receive sealed price bids for the liquidation sale of surplus vehicles as outlined in Section 3. Bidders shall submit an original bid and two copies in a sealed envelope. Bidders shall reference this particular sealed bid opening by referencing “**FY2019-20 STS Surplus Vehicle Sale**” on the face of its sealed bid envelope. Bids shall be submitted on forms furnished in this surplus vehicle sale document and shall be received at the following address no later than the following date and time (local time).

Mailing Address: County of Schuylkill  
Schuylkill County Court House  
401 N. Second Street  
Pottsville, PA 17901  
Attn: Christy Joy, County Controller

**Deadline for bid submission:** 3:00 PM (local time) Monday, September 30, 2019

Date of bid opening: Wednesday, October 2, 2019  
Time of bid opening: 10:00 AM (local time)  
Contact Person John Consugar, Accountant  
Telephone number: (570) 429-2701 Mon-Fri 8:00 AM – 4:00 PM

- 1.1.2 At the time indicated in Section 1.1.1, the bids will be publicly opened at the following location:

Schuylkill County Court House  
Commissioners Board Room, 3<sup>rd</sup> Floor  
401 N. Second Street  
Pottsville, PA 17901

- 1.1.3 All potential bidders shall be charged a non-refundable \$7.00 fee for a copy of this surplus vehicle bid package. Payment shall be made in certified check, bank check, or money order by mailing (or in person) to the Schuylkill County Transportation Authority, 252 Industrial Park Dr., PO Box 67, St. Clair, PA 17970-0067. Bid packages are also available free by visiting STS’ website at [www.go-sts.com](http://www.go-sts.com), under “contracts/procurement”.
- 1.1.4 Bids must remain in effect for sixty (60) calendar days from the date of the bid opening.
- 1.1.5 It is the responsibility of the bidder to submit his bid to the location indicated in Section 1.1.1 prior to the deadline date and time for bid submission, regardless of medium used. No bid shall be considered if it arrives after the deadline date and time for bid submission as listed in Section 1.1.1.

#### 1.2 INTENT OF SURPLUS PROPERTY SALE

- 1.2.1 It is the intent of the Schuylkill County Transportation Authority on behalf of the County of Schuylkill to sell surplus transit vehicles to the highest bidder(s) as authorized under Penn DOT Bureau of Public Transportation's equipment disposition procedures.
- 1.2.2 The surplus transit vehicles being sold have exhausted their useful life in years and mileage as determined by PennDOT's estimated useful life for capital items. All vehicles are being sold "AS IS without any warranty", expressed or implied. The bidder takes full responsibility, prior to submitting a bid, to examine the vehicle(s) to determine the condition of the vehicle(s).
- 1.2.3 The highest bidder for each surplus vehicle will bear the entire expense of repairing or correcting any defects that presently exist and/or may occur with the entire vehicle. The seller assumes no responsibility for any repairs regardless of any oral statement about the vehicle.

### 1.3 **ACCEPTANCE OF BIDS**

- 1.3.1 The County of Schuylkill 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 County of Schuylkill.
- 1.3.2 A 20% down payment is required on the total bid amount and must be included with the bid form or the bid will be considered non-responsive and therefore automatically rejected. Payment can be made by certified check, bank check, or money order. The 20% down payment will be returned in full to all non-awardees. Awardees down payment will be deducted from bid amount with balance due within 30 days of written notice of award.
- 1.3.3 Award(s) shall be determined by the highest bid for each surplus vehicle on an individual basis. Lump sum bids will be considered non-responsive, shall not be considered, and bids will be automatically rejected.
- 1.3.4 All surplus transit vehicles upon award must be paid for in full (less 20% down payment) at the following location within 30 calendar days of the bid award written notification:

Schuylkill County Court House  
Treasurer's Office  
401 N. Second Street  
Pottsville, PA 17901

- 1.3.5 All surplus transit vehicles upon written notice of bid award must be paid for in its entirety and removed from the STS property that is located in the Saint Clair Industrial Park in Saint Clair, Pennsylvania within 30 calendar days at the bidders' expense. Non-compliance with removal requirements will result in forfeiture of any payment and therefore allowing STS to take steps to dispose of the equipment as it deems appropriate.

### 1.4 **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.

### 1.5 **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 higher bid price was a clerical mistake as opposed to judgment mistake and was actually due to an unintentional arithmetical error.

#### 1.6 **CONTRACTUAL OBLIGATION OF BIDDER**

Each proposal by the bidder shall be submitted with the understanding that within sixty (60) calendar days of bid opening the acceptance in writing by the seller of the offer to sell the surplus vehicles shall constitute a contract between the bidder and the seller which shall bind the bidder to purchase the surplus property and remove said items from the sellers property at his price in accordance with the conditions of said accepted proposal. This contract expresses the complete agreement of the parties and the sale of surplus property shall be governed solely by the terms and conditions contained herein.

#### 1.7 **SURPLUS PROPERTY INSPECTIONS**

All potential bidders may request of the seller the right to physically inspect any surplus property that the potential bidder may be interested in purchasing from the seller. Potential bidders can schedule an appointment to inspect the surplus property by contacting the following:

Mr. Sam Detweiler, Maintenance & Equipment Manager  
Schuylkill County Transportation Authority  
252 Industrial Park Drive  
St. Clair, PA 17970-0067  
Telephone: (570) 429-2701  
Inspection days and hours: Mon – Fri 7:00 AM – 3:30 PM by appointment only  
Bid package and inspection period cut off: 3:00 PM (local time) September 27, 2019

#### 1.8 **PROTESTS AND DISPUTES**

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

#### 1.9 **SUMMARY OF ITEMS TO BE SUPPLIED WITH BID**

The 20% down payment, all bid forms included under **Section 4** (Bid Forms) and copies must be fully executed and furnished by the bidder, or the bid shall be disqualified.



## 2 **GENERAL PROVISIONS**

### 2.1 **TERMS OF PAYMENT**

2.1.1 The seller shall notify the high bidder(s) within ten (10) calendar days after bid opening. The procedures under sections 2.1.2, 2.1.3, and 2.1.4 shall be undertaken by the high bidder(s) within 30 calendar days of written notification of award.

2.1.2 All high bidders shall make payment in full for any awarded surplus vehicles. Payment can be made in certified check, bank check, or money order and is payable to “Schuylkill County Treasurer” at the following location:

Schuylkill County Court House  
Treasurer’s Office  
401 N. Second Street  
Pottsville, PA 17901

2.1.3 An official receipt of payment will be issued by the County of Schuylkill and must be presented to the assigned STS Representative as provided in Section 1.7 in order to make arrangements for title transfer, taking possession of the surplus vehicles and removal of property from STS facility.

2.1.4 Valid documentation of title transfer must be presented to STS prior to removal of surplus vehicles from transit facility. Bidder is responsible for any fees or costs associated with vehicle title transfer.

### 2.2 **WARRANTIES**

The bidder, by submitting his bid price, understands that the surplus equipment is being sold “AS IS – WITHOUT ANY WARRANTY”. The bidder is responsible to pay all costs for any repairs. The seller and the County of Schuylkill assume no responsibility for any repairs or defects regardless of any oral statements about the vehicle.

### 2.3 **TERMINATION OF SALE**

The seller may immediately terminate the sale contract resulting from this surplus sale with any bidder in the event full payment is not made within the 30 calendar day period for payment and removal of surplus vehicles. Any down payment will be forfeited.

### 2.4 **BID FAMILIARITY**

Each bidder shall thoroughly examine and be familiar with all the contract documents, surplus vehicles, and bid conditions. The submission of a bid shall constitute an acknowledgement that the bidder has thoroughly examined and is familiar with the contract documents and surplus vehicles in every detail.

### 3 **SURPLUS VEHICLE INVENTORY LIST**

#### 3.1 **SURPLUS VEHICLE LIST**

The attached list provides basic information on the surplus vehicles that are available for sale. Refer to Section 1.7 regarding procedures for inspection of surplus vehicles.

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### 3.1 STS / SCHUYLKILL COUNTY SURPLUS VEHICLE LIST

#### FY 2019-20 Surplus Vehicle Sale List

QTY	FLEET NUMBER	SEATING CAPACITY	ITEM DESCRIPTION	ODOMETER READING	VEHICLE IDENTIFICATION NUMBER	CONDITION	OWNER AGENCY	TITLE? (Y, N, N/A)	MET USEFUL LIFE?
1	20	20	E450 CDL Van	161,790	1FDFF4FSOCDA26781	Fair	Schuykill County/STS	Y	Yes
1	21	20	E450 CDL Van	114,006	1FDFF4FS4CDA26783	Fair	Schuykill County/STS	Y	Pre-approved
1	94	14	E450 CDL Van	132,653	1FDFF45S590A84430	Fair	Schuykill County/STS	Y	Pre-approved
1	95	14	E450 CDL Van	167,500	1FDFF45579DA84431	Fair	Schuykill County/STS	Y	Yes
1	24	16	E450 Van	144,859	1FDFF4FLOCCDB21740	Fair	Schuykill County/STS	Y	Pre-approved
1	1700	39	Gillig 35 Ft.	193,088	156CB211741111700	Fair	Schuykill County/STS	Y	Pre-approved
1	1701	39	Gillig 35 Ft.	271,169	15GCB211941111701	Fair	Schuykill County/STS	Y	Pre-approved
1	1703	39	Gillig 35 Ft.	245,851	15GCB211241111703	Fair	Schuykill County/STS	Y	Pre-approved
1	1704	39	Gillig 35 Ft.	203,927	15GCB211441111704	Fair	Schuykill County/STS	Y	Pre-approved
1	34	15	E450 Van	141,270	1FDFF4FL8DDDB03276	Blown Engine	Schuykill County/STS	Y	No
1	38	15	E450 Van	119,952	1FDFF4FS9FDA17386	Accident	Schuykill County/STS	Y	Pre-approved

\*All vehicles are being sold AS IS - WITHOUT ANY WARRANTY

## 4 BID FORMS

### 4.1 BID PROPOSAL FORM - VEHICLES

#### IMPORTANT NOTE TO BIDDER(S):

- \_\_\_\_\_ All valid bids must be submitted on the attached bid form. Bidders that do not comply with this bid form requirement shall be disqualified.
- \_\_\_\_\_ All bid forms listed above must be executed and submitted with the bid; otherwise, the bid will be rejected. If the above form was inappropriately omitted from this copy of the surplus sale document, it is the responsibility of the bidder to request a copy of the missing form(s) from the purchaser in order to submit the form(s) with the bid.
- \_\_\_\_\_ An original bid and two (2) copies shall be submitted.  
  
The bidder shall reference this particular surplus property bid opening **“FY2019-20 STS SURPLUS VEHICLE SALE”** on the face of its sealed bid envelope.
- \_\_\_\_\_ A 20% down payment is required with the bid.

## 4.1 BID PROPOSAL FORM

### *FY 2019-20 STS/Schuylkill County Surplus Vehicles*

<i>QTY</i>	<i>FLEET NUMBER</i>	<i>SEATING CAPACITY</i>	<i>ITEM DESCRIPTION</i>	<i>ODOMETER READING</i>	<i>VEHICLE IDENTIFICATION NUMBER</i>	<i>CONDITION</i>	<i>BID AMOUNT</i>
1	20	20	E450 CDL Van	161,790	1FDFFE4FSOCDA26781	Fair	
1	21	20	E450 CDL Van	114,006	1FDFFE4FS4CDA26783	Fair	
1	94	14	E450 CDL Van	132,653	1FDFFE45S590A84430	Fair	
1	95	14	E450 CDL Van	167,500	1FDFFE45579DA84431	Fair	
1	24	16	E450 Van	144,859	1FDFFE4FLOCDB21740	Fair	
1	1700	39	Gillig 35 Ft.	193,088	15GCB211741111700	Fair	
1	1701	39	Gillig 35 Ft.	271,169	15GCB211941111701	Fair	
1	1703	39	Gillig 35 Ft.	245,851	15GCB211241111703	Fair	
1	1704	39	Gillig 35 Ft.	203,927	15GCB211441111704	Fair	
1	34	15	E450 Van	141,270	1FDFFE4FL8DDB03276	Blown Engine	
1	38	15	E450 Van	119,952	1FDFFE4FS9FDA17386	Accident	

I, the undersigned, submit the above specified bid amount(s) on the surplus vehicles listed herein.  
The bidder, by submitting this bid, understands that the vehicles are beind sold "AS IS - WITHOUT ANY WARRANTY"

Name of Individual, partnership or corporation (Please Print)

Signature of Authorized Individual

Address (Please Print)

Telephone Number

Address (Please Print)

Date



PROTEST PROCEDURES

1. Protests Prior to Bid Opening

Any protests, prior to bid opening must be submitted in writing and received by the procuring agency at least fifteen (15) calendar days prior to bid opening. This fifteen (15) calendar day deadline may be waived by the procuring agency for good cause shown. The procuring agency's response shall be in writing and set forth the reasons for its response. The procuring agency will postmark its response no later than seven (7) calendar days prior to bid opening, unless the fifteen (15) calendar day deadline had been extended as above. A bidder may submit further documentation on an adverse decision by the procuring agency, but no new issues will be considered.

A bidder may seek PENNDOT review of the procuring agency's determination. Such review shall merely be considered an oversight reconsideration and shall not constitute an adjudication by PENNDOT with respect to the rights of the bidder. Requests for such review must be initiated by the bidder in writing by sending a letter to the procuring agency, with a copy to PENNDOT, requesting PENNDOT review. The letter must be received by the procuring agency and PENNDOT not less than three (3) calendar days before bid opening. Requests for review received less than three (3) calendar days before bid opening will not be considered. The procuring agency must immediately furnish PENNDOT a copy of all previous correspondence and other documentation pertaining to the bidder's request for review. In conducting its review, PENNDOT will consider the complaint letter and correspondence and documentation provided by the procuring agency, as well as any additional information obtained through PENNDOT's specific requests to the procuring agency, bidder, or other third party. PENNDOT will not substitute its judgment for that of the procuring agency, unless the matter specifically relates to state or federal laws, regulations or procedures.

Upon receipt of the letter requesting PENNDOT review, the procuring agency must immediately contact PENNDOT to determine if the bid opening should be

PROTEST PROCEDURES

postponed. If the bid opening is postponed, the procuring agency must notify all prospective proposers who have been furnished a copy of the specifications that a request for review has been received and that the bid opening is postponed until PENNDOT has issued its decision. Upon receipt of PENNDOT's decision, the procuring agency must issue an appropriate addendum rescheduling the bid opening.

A request for review may be withdrawn by letter from the bidder to the procuring agency, with a copy of PENNDOT, received at any time before PENNDOT has issued its decision.

PENNDOT's decision will be rendered by letter to the procuring agency, with a copy to the bidder, and will set forth the reasons for PENNDOT's decision.

2. Protests After Bid Opening

Protest after bid opening will be considered only as to issues, which were not apparent before bid opening. After bid opening no protests of specifications will be considered.

Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by the procuring agency within fifteen (15) calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by the procuring agency under contract provisions or other remedies, if available. Protests submitted to the procuring agency shall:

- (a) Include the name and address of the protestor.
- (b) Identify clearly the procurement under which the protest is being submitted.
- (c) Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- (d) Indicate the action, ruling, or relief desired from the procuring agency.

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The procuring agency will review the protest and render its decision in writing within fifteen (15) calendar days of receipt of the protest, setting forth the reasons for its decision.

The procuring agency is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes, or breaches. The decision of the procuring agency as to protests shall be final and conclusive, unless, within fifteen (15) calendar days of the date a decision was rendered by the procuring agency, a written appeal of the same is submitted by the bidder and received by the procuring agency, with a copy to PENNDOT. This will constitute a request for review by PENNDOT of the procuring agency's action. Such review shall merely be considered an oversight reconsideration and shall not constitute an adjudication by PENNDOT with respect to the right of the bidder. The procuring agency must immediately furnish PENNDOT a copy of all previous correspondence and other documentation pertaining to the bidder's request for review. In conducting its review, PENNDOT will consider only the appeal letter and correspondence and documentation provided by the procuring agency, as well as additional information obtained through specific requests to the procuring agency, proposers, protestor, or other third party. PENNDOT will not substitute its judgment for that of the procuring agency unless the matter specifically relates to state or federal laws, regulations, or procedures. Any request for review shall, in addition to (a) - (d) above, include:

- (e) A statement of the grounds for review and any supporting documentation. (The grounds for review must be fully supported, but PENNDOT will not consider additional material not submitted to the procuring agency unless specifically requested by PENNDOT).

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- (f) A copy of the protest filed with the procuring agency and copy of the agency's decision. PENNDOT may request additional information from the procuring agency and/or the protestor. Additional information must be submitted as expeditiously as possible, but in no case later than ten (10) calendar days after the request.

If the request for review is submitted prior to award of a contract, the procuring agency will not award until the matter is resolved. If the contract has been awarded prior to the request for review, the contractor shall proceed diligently with the performance of the contract in accordance with the procuring agency's decision.

The decision of PENNDOT shall be set forth in writing with reasons stated for the decision. The parties to the review may mail or otherwise furnish to FTA (if applicable) a written appeal consistent with FTA Circular 4220.1F.

## **ATTACHMENT "B"**

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### **DISPUTE PROCEDURES**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive, subject only to review by a court of competent jurisdiction. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.