

UNITED SCHOOL DISTRICT PUBLIC BID PROPOSAL FORM

Bids must be received no later than 10:00 a.m., Tuesday, April 2, 2019, in the Administrative Office of the United School District, 10780 Rte. 56 Hwy. E., Armagh, PA 15920. Phone (814) 446-5615. The bids will be opened and tabulated in the Board Room of the United Jr/Sr High School. Bid Awards will occur at the regular meeting scheduled for April 9, 2019.

Catalog _____

Total Catalog Bid _____

PROPOSAL

THE UNDERSIGNED AGREES THAT THIS FORM QUALIFIES AS A NON-COLLUSION AFFIDAVIT AND THAT THEY WILL ABIDE BY ALL REQUIREMENTS OF THE PENNSYLVANIA ANTIBID-RIGGING ACT, §§1611 ET.SEQ.

Date: _____, 2019

Name of Bidder: _____

Address: _____

Telephone Number: _____

Signature and Title: _____

Witness or Attest: _____

Reminder: Keep one (1) copy of your bid sheet for your reference.

COMPLETE THIS FORM FOR EACH CATALOG THAT YOU SUBMIT A BID FOR.

UNITED SCHOOL DISTRICT INFORMATION TO BIDDERS

1. Terms and Conditions

- a. Sealed bids for General Supplies, Vo-Ag Supplies, Athletic Equipment & Supplies, Janitorial Supplies and Industrial Art Equipment & Supplies to be purchased by the United School District will be received until 10:00 a.m. on Tuesday, April 2, 2019. Bids will be opened and tabulated in the Board Room located in the United Jr/Sr High School.

Bids will be received at 10780 Rte.56 Hwy. E., Armagh, PA 15920,
Attn: Tom Kalinyak, Director of Finance

- b. All bids shall be submitted in sealed envelopes marked in the lower left corner "SEALED BID FOR, CATALOG TITLE" (ex. SEALED BID FOR JANITORIAL). Faxed bids will not be considered.
- c. Bids must be typewritten or printed in ink and must be signed by the bidder on the enclosed proposal form. Unsigned bids will not be considered.
- d. Bidders shall complete the bid form by indicating the name of the manufacturer, the product name and/or number, and the unit price for each item bid. All products bid shall be "equal" or equivalent to the item specified.

Where materials are specified by name and/or brand and the bidder intends to furnish another item which is considered equal thereto, in every such instance the name and grade of the equivalent must be specified on the bid form in the appropriate space.

- e. Bids shall show unit prices. Bids must be itemized and totaled on the sheets supplied by the school district. Where the figures are irreconcilable, award will be made on the basis of unit price for the item. (Unit prices must be rounded to the nearest whole cent. No bid price shall contain more than two (2) decimal places.)
- f. Bid figures shall include permit fees, inspection fees, and all charges including inside delivery to the destinations identified in these specifications. The school district will furnish tax exemption certificates where Federal Excise and State Sales Tax would otherwise be collectible.
- g. All deliveries shall be made as ordered. Bidders shall become acquainted with local conditions at the school(s) where delivery is required so that bids include all delivery costs. All deliveries must be shipped free from all transportation charges. Delivery Locations may be: United High School, 10780 Rte. 56 Hwy. E., Armagh, PA 15920 or United Elementary School, 10780 Rte. 56 Hwy. W., Armagh, PA 15920.

- h. Changes or alterations in the bid are not permitted.
- i. Bids will not be accepted on an "All or Nothing Basis."
- j. Enclosed is a listing of all items and quantities to be bid.
- k. Prices bid by successful bidders shall be held firm for ordering through Thursday, August 1, 2019.
- l. The bid quantities are estimates only. Purchase orders will be issued to the successful vendors for the actual quantities required. Therefore, the school district reserves the right to increase quantities or to decrease quantities by not more than ten (10%) percent. Payments will be made promptly upon completion of delivery and within 45 days, subject to the conditions of these specifications.
- m. Delivery is to be made to the location(s) within 60 days of the mailing of the purchase orders, unless otherwise agreed to in writing by both the supplier and the purchaser. All deliveries shall be inside deliveries and made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, excluding holidays, unless otherwise specified or agreed to by both parties. **No delivery can take place prior to July 1, 2019. The district, at its discretion may cancel any item not received within 60 days of the order date.**
- n. These specifications include a bid form (which requires an indication of the manufacturer and product name), a form of proposal, and a non-collusion affidavit.
- o. Execution of the Request for Proposal

Request for proposals shall be executed in the following manner:

INDIVIDUAL: Where the bidder is an individual, he/she shall sign the form personally.

PARTNERSHIP: Where the bidder is a partnership, the proposal shall be signed in the name of the partnership, followed by the signature of a general partner.

CORPORATION: Where the bidder is a corporation, the proposal shall be executed in the name of the corporation, signed by the president or vice-president, and by the secretary or assistant secretary thereto, or if the proposal is submitted by an agent other than the above, he/she shall submit evidence of his/her authority certified by the secretary of the corporation under corporate seal.

Where the bidder is trading under the Fictitious Names Act, the proposal shall include the fictitious name and the names of the persons or corporations conducting said business.

p. Instructions for Non-Collusion Affidavit

This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

1. This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
 2. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
 3. In the case of a bid submitted by a joint venture, each party of the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
 4. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, or any other form of bid submitted for the purpose of giving a false appearance of competition.
 5. Non-Collusion Affidavit is incorporated into the Public Bid Proposal Form.
- q. Entities may not accept shipments without the accompanying Safety Data Sheets.
- r. It is a condition of this transaction that in the event a school district shall have accepted and paid for a shipment, but shall discover upon opening packages at a later date that the products do not conform to the specifications and/or the quality standards, that the bidder agrees to replace any or all of the quantity, with products that do meet the specifications and conform to the standards without extra charge to the district.

2. Other Terms and Conditions

- a. All shipments must be accompanied by a packing slip or invoice indicating quantity, unit price, and applicable purchase order number.
- b. Separate invoices shall be sent to the Business Office. Separate invoices shall be prepared for each delivery.
- c. If discrepancies or doubts as to the true meaning of any part of the plans, specifications, or other contract documents are discovered, bidders shall at once submit to the school district a written request for an interpretation thereof. The bidder submitting the request shall be responsible for its prompt delivery. A written response to any such request(s) concerning changes, clarifications, or interpretations will be provided to all bidders.
- d. The Advertisement for Bids, Information to Bidders, General Conditions of the Bid, Special Conditions, if any, the Specifications for the articles, supplies, equipment and materials or a description of the services desired, as well as the Proposal, Agreement, Bid Deposit, Bonds and Notification of Award, shall be collectively known and designated as the "Contract Documents" and together shall form the Contract.
- e. The school district reserves the right to waive any informalities, technicalities and irregularities, or reject any and all bids or portions thereof. The school district is referred to as the owner in this bid request.
- f. No rights shall accrue to any bidder submitting a bid or proposal until such bid has been accepted, contract awarded, and purchase orders finally and completely executed in writing by duly authorized officers of the school district.
- g. No bid bond, certified check, cashier's check, or other security is required for this bid.
- h. No performance bond or other performance security is required for this bid.
- i. The successful bidder will be responsible for any damage to the property caused by vendor or his agents. The vendor further covenants and agrees to assume and does hereby assume all liability for, and shall and does agree to, indemnify and save harmless the participating district against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages or injuries, torts, or trespasses happening in and about, or in any way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual property damage and liability insurance and to furnish certificates thereof, when required by the School Board.
- j. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.

- k. In compliance with the Act of Assembly, the vendor further covenants, and agrees to accept, insofar as the work covered by this contract in Pennsylvania is concerned, the provisions of the Worker's Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed, or shall file with the school district a certificate from the Department of Labor and Industry. Further, the supplier will comply with the Pennsylvania School Code, including Act 34, Criminal History Background Check; Act 151, Child Abuse Clearance; and Act 159, the Employee Right to Know Law.
- l. The Pennsylvania "Worker and Community Right to Know Act" requires employers to have available Safety Data Sheets (SDS's) for all substances and mixtures that are found in the work place. Therefore, the school district, as a condition of doing business, requires SDS's to accompany all incoming products or supplies that are subject to the referred act (Act 159), including bid samples. Failure to properly label each individual product and the carton, container, or package in which the product is shipped shall result in the rejection of the shipment.
- m. The bidder agrees, if awarded the contract, to furnish and deliver the specified materials at such times, at such places, and in such quantities as herein specified, and that all of the products shall be subject to inspection and approval. In the event that any of the said products shall be rejected as unsuitable or not in conformity with these specifications, such products of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.

In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications, or to replace any which are rejected as stated in the preceding paragraph, the school district is authorized and empowered to purchase articles in conformity with this contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by the school district.

- n. The bidder agrees, if awarded the contract, not to assign, transfer or sublet it, unless specific permission to do so is requested in writing by the bidder and permission granted in writing by the School Board.
- o. Any item that designates a sample required cannot be considered without an accompanying sample.