

WARREN COUNTY SCHOOL DISTRICT BOARD
OF SCHOOL DIRECTORS
6820 Market Street
Russell, PA 16345

CURRENT DATE: _____

Direct questions to:

Tracey Josephson
814-723-6900 x1111

BID CONDITIONS AND SPECIFICATIONS FOR
WCSD Custodial Supplies for 2021-2022

DUE: Wednesday, March 17, 2021
TIME: 10:00am

VENDOR'S NAME & ADDRESS

Telephone Number _____

PLEASE READ AND ADHERE TO THE ENTIRE ATTACHED
GENERAL AND SPECIFIC BID CONDITIONS THAT APPLY
TO THIS PARTICULAR BID.

Total dollar amount of entire bid proposal \$_____

* a breakdown of the bid amount for each item is included on the enclosed, separate form
provided by the School District.

Authorized Signature _____

Printed Name _____

Position _____

WARREN COUNTY SCHOOL DISTRICT
6820 Market Street
Russell, PA 16345

GENERAL BID REQUIREMENTS

1. PREPARATION OF BIDS

- A. All bids must be submitted on the accompanying set of forms.
- B. Put your company name on all sheets by some satisfactory means (stamp, label, etc.).
- C. All bids must indicate a firm name and the cover sheet signed by a responsible person.
- D. Time of delivery is part of the bid and must be adhered to unless qualified by the bidder.
- E. Specifications used are intended to be open and non-restrictive. Any reference to brand name or number shall not be construed as restricting to that manufacturer, but used as a minimum standard of quality. Bids on equal items will be considered, but must be clearly marked.
- F. When no reference or change is made on a bid, it is understood that the specific item named on the bid will be furnished.
- G. If bidding on other than the make, model or brand specified, all technical information, specifications, manufacturer's name and catalog number of the equal must be clearly stated on the bid proposal. Any deviation between brand offered and brand specified must be clearly indicated. A descriptive catalog must accompany the bid.
- H. The total dollar amount of your bid **must** appear at the bottom of the front cover sheet. In calculating the total dollar amount, all unit prices are to be extended. The total dollar amount and the bid amount for each item that is included on the enclosed, separate form provided by the School District shall include all costs of any kind including, but not limited to, taxes and delivery charges. The dollar amounts shall exclude state and federal taxes from which the School District is exempt. The successful bidder(s) agrees and understands that the School District shall only be responsible for the total dollar amount contained at the bottom of the front cover sheet and that no other charges of any kind may be charged to the School District.
- I. No bid submitted shall be permitted to alter the terms and conditions as contained in the General Bid Requirements (including the bid specifications provided by the School District). Any attempt by a bidder to submit a bid that modifies or alters the terms and conditions as contained in the General Bid Requirements (including the bid specifications provided by the School District) or that adds additional terms or conditions thereto shall result in the bid being rejected by the School District. Any inability to comply with the General Bid Requirements (including the bid specifications provided by the School District) must be clearly stated in the bid.
- J. In instances where the quantity of an item is decreased by the School District the unit price must remain the same unless the bidder specifically specifies a quantity price break.

- K. The School District reserves the right to cancel back order items that are over ninety days old.
- L. In the event it becomes necessary to revise any part of this request for bids, an addendum will be provided to all vendors who received the basic request for bids.
- M. If you are willing to quote a lower price on condition that you get the entire contract or the contract for all the items upon which you have bid, please indicate so on your bid form.
- N. All bid submissions must include a completed, signed, and notarized "Non-Collusion Affidavit" in the form provided by the School District.
- O. By the submission of any bid, the bidder agrees that in the event its bid is rejected by the School District for any reason any such rejection is contested by the bidder through the commencement of legal proceedings, whether in law or in equity, the School District shall be entitled to an award of reasonable attorney's fees and costs if the School District's rejection of the bid is upheld, affirmed or otherwise not set aside.
- P. The District reserves the right to reject all bids if the District determines that it is in its best interest to do so.

2. **SUBMITTAL OF BID**

- A. All sealed bids must have the following marked on the outside envelope: "**Sealed Bid**" along with the subject title and the due date and time. Any sealed bid shall be mailed to:

Warren County School District
 c/o Purchasing Department
 6820 Market St.
 Warren, PA 16345

- B. In addition to sealed bids, bids may also be submitted by e-mail. Any bid submitted via e-mail is to be submitted to bids@wcsdpa.org and, like sealed bids, will be opened on the date and time scheduled for the bid opening.
- C. All bids are due by Wednesday, March 17, 2021, at 10:00 a.m. Sealed bids and e-mailed bids that are received after the date and time specified for the opening of bids will not be considered. This provision shall be strictly adhered to, regardless of the reason for which the bid submission deadline was missed, and the bidder shall assume all risk associated with delays in mailing or e-mail transmission.
- D. Bids will be opened at the School District's Central Office (located at 6820 Market St. Warren, PA 16345) on Wednesday, March 17, 2021, at 10:00 a.m. If the District's Central Office is closed to the public at the time of the scheduled bid opening (as a result of the Coronavirus Pandemic), the bids will be opened on the same date and time via teleconference or a virtual meeting, with the understanding that dial-in instructions for the teleconference or the login information for a virtual meeting will be provided so that interested parties may participate in the bid opening.

3. **BID SECURITY** _____ YES _____ X NOT REQUIRED

4. **TAXES**

The School District is exempt from all state sales and federal excise taxes. Upon request by a bidder, the School District shall provide the bidder with proof of the same.

5. **RECEIVING HOURS**

All shipments are to be delivered to 101 School St, Sugar Grove, PA 16350 and shall be made between the hours of 8:00 a.m. and 4:00pm. Please contact Rick Eaton at 814-723-6907 to schedule the delivery.

6. **AWARD**

- A. The award of bid shall be made to the lowest responsible bidder(s) complying with all requirements of the specifications and bidding materials. However, the specifications are designed to accommodate various brands and models; therefore, some features may vary slightly. The variance must not detract from the desired end use. The School District has the final say in whether or not the variance(s) are important enough to disqualify the item being bid or to choose another product of higher pricing. In determining the lowest responsible bidder(s), the School District will consider the bidder's integrity, efficiency, financial responsibility, experience, promptness and ability to successfully, fully and promptly comply with the terms of the "contract" (as this term is defined below) to be awarded.
- B. The School District, at its discretion, may award the entire contract to a single bidder or award portions of the contract to multiple bidders based on the price per item that is submitted by each bidder. Unless the bidder specifies otherwise in its bid, the bidder agrees and acknowledges that the School District may accept the price for all items, any item, or any group of items for which a price is submitted and, once accepted, the contract (as defined in the next section) shall apply to all items accepted by the School District.
- C. **CONTRACT:** The General Bid Requirements (including the bid specifications provided by the School District) and the successful bidder's bid submission (the "contract") shall constitute (1) a binding contract on the terms set forth therein and (2) the entire contract, and is to be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania. By submitting a bid, each successful bidder agrees to be bound by the terms and conditions of said contract, without revision of any kind. Said contract may be amended, modified, or waived only by written agreement signed by the School District and the successful bidder(s). In the event of any conflict between the terms and conditions of the General Bid Requirements (including the bid specifications provided by the School District) and the terms and conditions of the successful bidder's bid submission, each successful bidder agrees that the terms and conditions of the General Bid Requirements (including the bid specifications provided by the School District) shall govern and be controlling. The person that signs and submits a bid certifies that he/she is an authorized agent of the entity for which the bid is submitted and that the entity shall be bound by the contract if any portion of the bid is accepted by the School District.
- D. Bidders agree that their bids are valid and subject to acceptance for 90 days after opening of the bids. All prices contained in a bid must hold firm for 90 days from the opening of the bids.
- E. The School District reserves the right to waive any and all defects and informalities in the bid submission process and to reject any and all bid submissions if considered to be in the best interest of the School District to do so. The judgment of the School District on such matters shall be final.
- F. The successful bidder(s) shall not be permitted to assign, transfer, or sublet the contract or any portion thereof without the prior written consent of the School District.

7. **COMPLIANCE WITH LAWS**

All property or services furnished must comply with all applicable federal, state and local laws, codes and regulations.

8. **SAMPLES**

Samples, when required, must be furnished free of expense and must be tagged with bidder's name and bid identifications. Samples not used or destroyed in testing will be returned to the bidder at the bidder's request and expense.

9. **DEFAULT**

In the even any property or service furnished by the successful bidder under a contract or purchase order should for any reason not conform to the specifications contained herein and to the sample submitted by the successful bidder, the School District may reject such property or service. In such event, the Purchasing Agent or Director of Business Services shall instruct the successful bidder to remove any rejected property to the School District and replace it with such property as conforms to the specification and samples and/or provide additional or alternative services that conform to the specifications. Said removal, replacement and additional or alternative services shall be provided by the successful bidder at no cost to the School District.

Should any successful bidder default in the performance of the foregoing paragraph, the School District may procure such property or service from other sources in any manner provided by law and shall have the absolute right to deduct from any monies due to the bidder or that may thereafter become due to the bidder, the difference between the contract price and the actual cost of the property or services to be replace or substituted.

10. **RISK OF LOSS**

The risk of loss for, and ownership of, all property provided by the successful bidder shall reside with the successful bidder until the property has been unloaded on School District property and accepted by the School District, at which point the ownership and risk of loss shall pass to the School District. The Party having ownership and bearing the risk of loss shall be responsible for providing adequate insurance on the property.

11. **RIGHTS AND REMEDIES**

The rights and remedies of the School District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under contract.

12. **BIDDERS EVIDENCE OF RESPONSIBILITY**

Bidders may be required to furnish references and/or evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the items offered satisfactorily and expeditiously and extend proper warranties for the same.

NON-COLLUSION AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
 : ss
COUNTY OF _____ :

I state that I am the _____ ((Title) of _____ (Name of company); that I am authorized to make this affidavit on behalf of my company, and its directors, and officers; and that I am the person responsible in my company for the price(s) and the amount of this bid. I further certify that that:

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

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

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

(4) The bid of my company 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 bid.

(5) _____ (Name of Company), its affiliates, subsidiaries, 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 bidding on any public contract.

(6) I state that _____ (Name of Company) understands and acknowledges that the above representations are material and important and will be relied on by the Warren County School District in awarding the contract for which this bid is submitted. I understand and my company understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the Warren County School District of the true facts relating to the submission of bids for this contract.

Signature: _____

Printed Name: _____

Title: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__
My Commission Expires:
Notary Public