

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

CURRENT DATE:

Direct questions to:

Rhonda Johnson  
814-723-6900 x1023

PROPOSAL CONDITIONS AND SPECIFICATIONS

FOR

**WCCC Furniture**

QUOTATION \_

SEALED PROPOSAL

XXXX

DUE: Wednesday, February 3rd, 2021  
TIME: 11:00am

VENDOR'S NAME & ADDRESS

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Telephone Number \_\_\_\_\_

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

**Total dollar amount of entire proposal \$** \_\_\_\_\_

Delivery to \_\_\_1\_\_\_ location(s)

Authorized Signature \_\_\_\_\_

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. All items will be a dock delivery to the WCSD warehouse at 101 School St, Sugar Grove, PA 16350. The district will be responsible for assembling if required.
- E. Specifications used are intended to provide the district with matching furniture. The district is requesting that bidders adhere to the manufacturer or brand name listed in the RFP so that the furniture will match.
- 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 shall include all costs of any kind including, but not limited to, taxes and delivery charges. The total dollar amount shall exclude state and federal taxes from which the School District is exempt. The successful bidder 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 quotations, an addenda will be provided to all vendors who received the basic request for quotation.
- M. If you are willing to quote a lower price on condition that you get the entire order or the order for all the items upon which you have bid, please indicate so on your bid.
- 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.

2. **SUBMITTAL OF BID**

- A. All bids and quotations must have the following marked on the outside envelope: "**Sealed Bid**" or "**Quotation**" along with the subject title and the due date and time.
- B. Sealed bids received after the hour 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, e-mail transmission, facsimile transmission, etc.
- C. The Bid Documents are hereby amended to permit the submission of bids via e-mail, in addition to via sealed bid. 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.
- D. The Bid Documents are hereby further amended so that if the District's Central Office remains closed to the public at the time of the scheduled bid opening (as a result of the Coronavirus Pandemic), the sealed bids and e-mailed bids will be opened 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**

A certified check in the amount of 5% or a bid bond in the amount of 10% of your total bid payable to the Warren County School District is to be submitted with your bid. Said bid security will be forfeited by the successful bidder if the bidder refuses to perform in accordance with the terms of the "contract," as this term is defined below. Any payment made to the School District by reason of default shall be considered liquidated damages for breach of contract.

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 3:00pm. Please contact Rick Eaton at 814-723-6907 to schedule delivery.

6. **AWARD**

- A. The award of bid shall be made to the lowest responsible bidder complying with all requirements of the specifications and bidding materials. The specifications are precise so that the furniture will match. Any 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, 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. Unless the bidder specifies otherwise in his bid, the School District may accept any item or group of items of any bid whichever is to the best interest of 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, the successful bidder agrees to be bound by the terms and conditions of said contract. Said contract may be amended, modified, or waived only by written agreement signed by the School District and the successful bidder. 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, the 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.
- 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 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. **DEFAULT**

In the event 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 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 specifications 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 the successful bidder default in the performance of the foregoing paragraph, the School District may procure such property or services 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 replaced or substituted.

**9. 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.

**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, 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 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.

**13. INDEMNIFICATION**

The successful bidder shall defend, indemnify and hold harmless, the School District, its officers, employees and agents, for any and all claims, suits, settlements, proceedings, demands, assessments, judgments, losses, costs, damage and expenses including, without limitation, reasonable attorney's fees, and liabilities of every kind and character resulting from claims, suits or actions brought or asserted by any person or entity based upon any alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by or resulting from or arising out of the successful bidder's or the successful bidder's employees or agents willful, reckless, or negligent conduct or failure to adhere to any federal, state or local law, regulation, or ordinance. The successful bidder's duties and obligations in accordance with this provision shall survive the termination of the "contract" (as this term is defined above) and shall cover all claims, regardless of when a claim is asserted.

NON-COLLUSION AFFIDAVIT

***NON-COLLUSION AFFIDAVIT***

The following affidavit is to accompany the bid:

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**Owner, Partner or Officer of Firm**

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**Company Name, Address, City and State**

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached offer. Affidavit further states as bidder, that they have not been a party to any collusion among contractors in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of the Warren County Board of Education or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between contractors and any official of the Warren County Board of Education or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

**FIRM NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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**NOTARY PUBLIC:**