

# EASTERN LANCASTER COUNTY SCHOOL DISTRICT

# **Request for Sealed Bids**

# **Automated Screen-Printing Press**

# Sealed bids must be received by: July 20, 2022, at 10:00 a.m., prevailing time

# **Proposals must be delivered to:**

Eastern Lancaster County School District ATTN: Keith D. Ramsey 669 East Main Street New Holland, PA 17557 Telephone: 717-354-1507 Fax: 717-351-1408

# **Outside Envelope Must Indicate:**

Your Company Name Sealed Bid: Automated Screen-Printing Press

Return all documents with the proposal.

Name of bidder:

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the Eastern Lancaster County School District for the purchase and installation of an Automated Screen-Printing Press as per the attached specifications.

## Bids

Bids shall be delivered to the District Office of the Eastern Lancaster County School District, 669 East Main Street, New Holland, PA, 17557, on or before **Wednesday**, July 20, 2022, at 10:00 am prevailing time.

Bids shall be submitted by completing and returning the entire packet, in a sealed envelope clearly marked on the outside: "<u>Bid – Automated Screen-Printing Press</u>" and addressed to:

Keith D. Ramsey, Chief of Finance and Operations Eastern Lancaster County School District 669 E. Main Street New Holland, PA 17557

Bids must be typewritten or written with ink and must be signed by the bidder or an authorized agent of the bidder.

# Specifications

In case the bidder finds discrepancies or omissions in or is in doubt as to the meaning of the specifications, he/she should at once notify the District via email to Rebekah Ray (rebekah\_ray@elanco.org). Neither the School District nor its agents will be responsible for any oral instructions.

## Tax Exempt Status

The District is exempt from the payment of state sales tax. No such taxes should be included in the bid.

## Limit of Bid Withdrawal

No bid may be withdrawn for thirty (30) days after the scheduled time for receipt of bids.

## **Clerical Errors**

Bidders will be responsible for the accuracy of their bids including the extension of unit pricing to the total column. Amounts listed will be accepted as a firm bid and no subsequent corrections on the part of the bidder will be accepted.

## Quantities

Quantities indicated in the specifications are estimated. The bidder agrees to furnish more or less at the price quoted in this bid.

# **Standard of Quality**

The various materials and products specified in the specifications by name or description are given to establish a standard of quality. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. Where proprietary names are used whether or not followed by the words "or alternatives of the quality necessary to meet the specifications", they shall be subject to equals only as approved by the School District. A bid containing an alternative that does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted, but if an award is made to that bidder, the bidder will be required to replace any alternatives, which do not meet the specifications.

## Brochures

Bidder must provide brochures and specifications completely describing the equipment they are proposing.

### **Inspection of Bid Items**

The School District may require physical inspection of items being bid prior to awarding the bid. If so, vendors will be required to make sample items available for inspection.

#### Awards

The Eastern Lancaster County School Board in every case shall be the sole judge and reserves the right to reject any or all bids on the basis of what they consider to be the best interests of the School District; to waive technicalities to its own best interest; and to consider the competence and responsibility of the bidder before and after the award of contract. The District may accept or reject any single item or combination of items.

No rights shall accrue to any vendor submitting a bid until such bid has been accepted and a purchase order has been issued.

#### **Discrimination Prohibited**

According to 62 Pa.C.S.A. § 3701, the contractor agrees that:

- 1. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
- 3. The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

# **Human Relations Act**

The provisions of the Pennsylvania Human Relations Act, Act 222 or October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

## **Insurance Requirements**

The contractor shall provide a certificate of insurance, which lists the Eastern Lancaster County School District as an additional insured, for not less than any limits of liability required by law or those shown below:

General Liability:	\$1,000,000 Combined Single Limit
Auto Liability	\$1,000,000 Combined Single Limit
Excess Liability	\$2,000,000

#### Workers' Compensation

The Contractor shall accept, insofar as the work covered by this bid is concerned, the provisions of the Pennsylvania's Workers' Compensation Act of 1915, and file with the owner evidence of Workers Compensation insurance or a certificate of exemption from insurance from the Bureau of Workers' Compensation of the Department of Labor and Industry.

The Contractor shall at all times indemnify and save harmless the Owner of and from all claims for Workers' Compensation which may be made by any of the employees of the Contractor or of any Subcontractor to whom the contractor may have let the performance of any part of the work embraced in the bid and the contractor will appear for and defend the Owner against any and all such claims.

#### **Competent Workmen**

No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

#### **Sub-Contracts**

The successful bidder shall not assign, transfer, or sublet bids without the prior written approval of the Eastern Lancaster County School District

# **Contractor's Liability**

It shall be mutually agreed that the status of the contractor in the work to be performed by him under this contract is that of an independent contractor and that as such he shall properly safeguard against any and all injuries or damage to the public, to public and private property, materials and things, and that as such, he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise or be incurred in or during the contract or progress of delivery and installation of equipment at the building site without regard to whether or not the contractor, his sub-contractor, shall keep the Board free and discharged of and from any and/or all responsibility and liability therefore of any suit or kind; that the contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, or from any unforeseen or unusual difficulty; that the contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state or local laws, regulations or ordinances; that contractor shall indemnify and save harmless the Board from all suits or action at law of any kind whatsoever in connection with this work, and shall, if required by the Board, produce evidence of settlement of such action before final payment shall be made by the Board.

# **Compliance with Steel Products Procurement Act**

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

## **Non-Collusion Affidavit**

The enclosed Non-Collusion Affidavit must be executed and submitted with the bid document.

## Site Visitations

The bidder shall be responsible to visit the Garden Spot High School site to acquaint themselves with the local conditions so that note can be made of anything that might affect their bid. The bidder shall verify all measurements.

# **Cleaning Up**

At the completion of the work, the contractor shall leave the location of his work clean and remove all debris, including all packing material.

# **Completion of the Project**

The project must be completed on or before Friday, August 19, 2022. An extension may be granted by the District upon written notice by the vendor which includes the reason(s) for the request.

# **Cash Allowances**

Cash allowances are prohibited.

## **Payments**

Payment will be made within 30 days after installation and acceptance of the equipment.

Invoices must correspond with Purchase Orders and must include the complete purchase order number and are to be mailed or delivered to: Eastern Lancaster County School District

Attn: Accounts Payable 669 E. Main Street, P.O. Box 609 New Holland, PA 17557

# AUTOMATED SCREEN-PRINTING PRESS SPECIFICATIONS FOR BIDDING

1. Contractor is required to make an on-site visit to inspect the jobsite. And is responsible for all work and materials required for a turnkey system, subject to but not limited to the specifications put forth below. All field conditions must be verified by contractor.

## 2. General Specifications: Contractor is to Supply and Install the following:

Description	Quantity
FREEDOM EXPRESS AUTOMATIC PRESS, 6 Color, 8 Station Air Driven Press, PART #FXP-68-PC,	1
INSTALLATION FOR FREEDOM EXPRESS, CR-0004	1
Model FB1620Flashback: 16X20" Power: 220V, 50-60HZ, 4,400 Watts, 20 AMPS	1
COMPLETE REGISTRATION SYSTEM PACKAGE, 20" (51CM) Wide x 28" (71CM) Length. Complete Package includes the following: Registration / Pallet Jig, Exposure Unit Jig, Pallet Stop, Carrier Sheets, Pin Bar, Screen Placement Grid	1
Model 7.5HPCP, Compressor, Output: 175 PSI, 23 CFM, 1 Phase, 230 V, 60HZ, 40 AMPS	1
Chiller, Model 5-7.5 HPCH, 1 Phase, 110 V, 60HZ, 3 AMPS	1
WORKHORSE POWER HOUSE DRYER, 26" X 8', 1 PHASE, PART NUMBER 11212	1

3. All material, testing and installation of the complete job is the responsibility of the contractor per the above specifications.

# **NON-COLLUSIVE PROPOSAL CERTIFICATION** THIS FORM MUST BE SIGNED AND NOTARIZED

- 1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Antiproposal-Rigging Act, 62 PA C.S.A. \$4501, <u>et seq.</u>, governmental agencies may require Non-Collusion Affidavits to be submitted together with proposals.
- 2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the contractor who makes the final decision on prices and the amount quoted in the proposal.
- 3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the contractor with responsibilities for the preparation, approval or submission of the proposal.
- 4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an affidavit must be submitted separately on behalf of each party.
- 5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
- 6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

# NON-COLLUSION AFFIDAVIT

State of	
County of	: s.s. :
I state that I am	of (Name of my firm)
(Title) and that I am authorized to make this affida am the person responsible in my firm for th	wit on behalf of my firm, and its owners, directors, and officers. I
	roposal have been arrived at independently and without with any other contractor, bidder or potential bidder.
	nt of this proposal, and neither the approximate price(s) nor the been disclosed to any other firm or person who is a bidder or osed before the proposal opening.
	be made to induce any firm or person to refrain from bidding on r than this proposal, or to submit an intentionally high or omplementary proposal.
	in good faith and not pursuant to any agreement or discussion with, submit a complementary or other noncompetitive proposal.
(5), its a	affiliates, subsidiaries, officers, directors and employees are
not currently under investigation by any go convicted or found liable for any act prohib	vernmental agency and have not in the last four years been bited by State or Federal law in any jurisdiction, involving ling on any public contract, except as follows:
I state that	understands and
acknowledges that the above representation (School District) Board of Direct I understand and my firm understands that a	understands and m) as are material and important, and will be relied on by the - ctors when awarding the items for which this proposal is submitted. any misstatement in this affidavit is and shall be treated as (School District) Board of Directors, of the true facts relating to ct.
	(Print Name of Authorized Person and Company Position)
Sworn to and subscribed before me this day of	Signature of Authorized Person
	My commission Expires
Notary Public	

#### EASTERN LANCASTER COUNTY SCHOOL DISTRICT 669 East Main Street P.O. Box 609 New Holland, PA 17557 (717) 354-1507

# **BID FORM**

#### (Purchase and Installation of an Automated Screen-Printing Press)

Dear Sir/Madam:

The undersigned bidder, herewith proposes and agrees to furnish, to the Eastern Lancaster County School District, and install any or all of the items that I/we have supplied bid and specification information on at the price set forth.

This proposal is subject to all terms and conditions of the specifications set forth.

The undersigned bidder certified to having read the specifications and agrees to furnish and install all items as may be bid to the Eastern Lancaster County School District in exact accordance with the specifications hereof, except as modified by the exceptions noted, and for the total cost, exclusive of Federal Excise and Pennsylvania State Sales Taxes, as follows:

#### Base Bid (The total cost thereof if awarded a contract for this work is):

\$\_\_\_\_\_

Expected Date of Final Completion:		
Signature:		
Printed Name and Title:		
Name of Company:		
Address:		
Telephone Number:		