

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

CURRENT DATE: 4/4/22

Direct questions via the "Clarification" feature
Within PennBid (www.PennBid.net)

BID CONDITIONS AND SPECIFICATIONS FOR
SEALED PROPOSALS ONLINE

2022 WCSD Kitchen Equipment

DUE: Monday, April 11, 2022
TIME: 9:00am

VENDOR'S NAME & ADDRESS

Trimark SS Kemp

590 Vista Park Drive Pittsburgh PA 15205

Telephone Number (412) 439-7808

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

WARREN COUNTY SCHOOL DISTRICT
6820 Market Street
Russell, PA 16345

GENERAL BID REQUIREMENTS

SUMMARY

The Warren County School District is soliciting sealed bids for a Rational iComboi Pro 20-full size at Beaty Warren Middle School, a Rational iComboi Pro 20-full size at the Warren Area Elementary Center, and a Rational iComboi Pro 10-full size at the Youngsville Middle/High School. The specifications for each combi oven, as posted on PennBid, are incorporated herein by reference and must be adhered to.

1. PREPARATION OF BIDS

- A. All bids must be submitted electronically via PennBid on the on the accompanying set of form, and inclusive of all required supporting documents.
- B. When uploading documents to PennBid, please 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 agreed otherwise by the School District, the successful bidder must deliver the kitchen equipment to the School District within 60 days of the School District's acceptance of the bid.
- E. Specifications used are intended to provide the district with matching equipment. The district is requesting that bidders adhere to the manufacturer or brand name listed for uniformity.
- F. When no reference or change is made on a bid, it is understood that the specific item and specifications named on the bid will be furnished.
- G. Bidders shall complete all pricing line items within the electronic bid forms on PennBid. All technical information, specifications, manufacturer's name and catalog number of the equal must be clearly stated in spec sheets uploaded to PennBid website.
- H. The successful bidder(s) agree and understand that the School District shall only be responsible for the dollar amount(s) specified by the bidder on the ProposalPage, 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. The School District reserves the right to cancel back order items that are over ninety days old.
- K. In the event it becomes necessary to revise any part of this request for bids, an addendum will be provided on PennBid to all vendors who received the basic request for bids.
- L. All bid submissions must include the completed, signed, and **notarized** "Non-Collusion Affidavit" at the end of this form.
- M. 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.
- N. Because all 3 combi ovens are stand-alone ovens that are not attached to the wall, the purchase and setup of the combi ovens does not constitute construction, alteration, or repair of public buildings or public works under the Davis-Bacon Act and other applicable federal laws and does not constitute a "public work" under the Pennsylvania Prevailing Wage Act and other applicable Pennsylvania laws.
- O. 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 bids and quotations shall be submitted electronically via the PennBid Program (www.pennbid.net). A complete copy of the ovens specifications and warranty must be submitted as a part of the bid.
- B. All bids are due by Monday, April 11, 2022. 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.
- C. Bids will be opened electronically on the PennBid site on Monday, April 11, 2022. Bid results are automatically displayed publicly after opening on PennBid (www.pennbid.net).
- D. In the event it becomes necessary to amend or revise any part of this request for bids, an addendum will be prepared by the School District and provided to all vendors who received the request for bids.

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**

The two Rational iCombi Pro 20-full size are to be delivered and installed with one to Beaty Middle School at 2 East 3rd Ave in Warren, PA 16365 and one to Warren Area Elementary Center at 343 E 5th Ave, Warren, PA 16365. The Rational iCombi Pro 10-full size will be delivered and installed at Youngsville Middle/High School at 227 College St. in Youngsville, PA 16371. Please contact Denny O'toole at 814-723-6900 ext. 1120 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. In determining the lowest responsible bidder(s), the School District will consider the bidder's integrity, efficiency, financial responsibility, product warranty, 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. **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.
- C. Bidders agree that their bids are valid and subject to acceptance for 30 days after opening of the bids. All prices contained in a bid must hold firm for 60 days from the opening of the bids.
- D. 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.
- E. 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**

The combi oven provided must be in compliance with all applicable federal, state and local laws, codes and regulations.

8. **DEFAULT**

In the event the combi oven furnished by the successful bidder under a contract or purchase order should for any reason not conform to the specifications contained herein, the School District may reject the combi oven. In such event, the Purchasing Agent or Director of Business Services shall instruct the successful bidder to remove the rejected combi oven and replace it with a combi oven that conforms to the specifications. Said removal and replacement 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 a combi oven from another source in any manner provided by law and the bidder shall owe the School District for any increased cost between the combi oven procured and bidder's bid amount for the combi oven.

9. **INSPECTION PERIOD:**

Once delivered, the District shall have a period of 15 business days to operate and inspect the combi oven. If during this inspection period it is determined that the combi oven is defective, the combi oven may be returned to the successful bidder, who shall promptly remedy the defect at no cost to the District, regardless of whether it is covered by the combi oven's warranty.

10. **RISK OF LOSS**

The risk of loss for, and ownership of, the combi oven by the successful bidder shall reside with the successful bidder until the combi oven 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 combi oven.

11. **ASSIGNMENT**

The successful bidder shall not be permitted to assign or transfer any portion of its obligations without the prior written consent of the School District.

12. **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.

13. **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.

14. **ADDITIONAL TERMS**

With respect to the federal grant that will provide funding used by the District to purchase the ovens, the successful bidder agrees to cooperate fully with the District to ensure compliance with all grant conditions and requirements and to take any actions that are deemed necessary by the District to meet all conditions and requirements associated with the grant or any applicable state or federal law.

Pursuant to 62 Pa. C.S.A. Section 3701, the successful bidder agrees that:

In the hiring of employees or selection of contractors to deliver and setup the combi oven, the successful bidder, or any person acting on behalf of the successful bidder, shall not by reason of gender, race, creed or color, discriminate against any person who is qualified and available.

Neither the successful bidder nor any person on the successful bidder's behalf shall in any manner discriminate against or intimidate any employee hired, or contractor selected, for delivery and setup of the combi oven.

The Contract may be terminated by the District, and the District may be prohibited from future contracts with the successful bidder, for a violation of these terms or conditions. The successful bidder further agrees that the successful bidder, and any person acting on the successful bidder's behalf, shall comply with the Equal Employment Opportunity provisions specified in 41 CFR 60-1.4, which are incorporated herein by reference as if stated fully herein.

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) 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 successful bidder agrees to comply with the provisions of this Act as amended, which is incorporated herein by reference as if stated fully herein. The successful bidder's attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.

PROPOSAL PAGE

Trimark SS Kemp (Name of Company) hereby submits a bid in the amount of \$35,928.35 for the Rational iComboi Pro 20-full size at Beaty Warren Middle School (the price stated is all inclusive, including, but not limited to, delivery, setup, all labor and materials needed; the price stated excludes any state and federal taxes from which the School District is exempt).

Trimark SS Kemp (Name of Company) hereby submits a bid in the amount of \$35,928.35 for the Rational iComboi Pro 20-full size at the Warren Area Elementary Center (the price stated is all inclusive, including, but not limited to, delivery, setup, all labor and materials needed; the price stated excludes any state and federal taxes from which the School District is exempt).

Trimark SS Kemp (Name of Company) hereby submits a bid in the amount of \$23,344.02 for the Rational iComboi Pro 10-full size at the Youngsville Middle/High School (the price stated is all inclusive, including, but not limited to, delivery, setup, all labor and materials needed; the price stated excludes any state and federal taxes from which the School District is exempt).

If you are willing to offer a lower price if you are awarded the contract for all 3 of the above combi ovens, please provide the total price for all 3 ovens here: _____ (the price stated is all inclusive, including, but not limited to, delivery, setup, all labor and materials needed; the price stated excludes any state and federal taxes from which the School District is exempt).

The School District, at its discretion and as it deems to be in its best interest, may award a single contract to one bidder for all 3combi ovens or the School District may award multiple contracts to multiple bidders.

By submitting a bid Trimark SS Kemp (Name of Company) hereby agrees to be bound by all terms and conditions of the "Contract," as this term is defined in Section 6 B, without modification of any kind.

The individual signing below on behalf of Trimark SS Kemp (Name of Company) hereby certifies that he/she is an authorized agent of Trimark SS Kemp (Name of Company) and that, if this bid is accepted by the School District's Board of School Directors, the bid and the Contract shall be binding upon Trimark SS Kemp (Name of Company).

Trimark SS Kemp
Name of Business Entity

Business Entity's Address

Eugene Cresta
Printed Name of Authorized Agent

590 Vista Park Drive
Pittsburgh PA 15205

Eugene Cresta
Signature of Authorized Agent

Business Entity's Telephone Number

(412) 439-7808

NON-COLLUSION AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF _____ :

I state that I am the Regional Sales Manager ((Title) of Trimark SS Kemp (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.

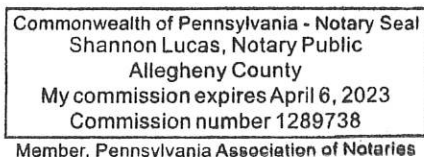
(5) Trimark SS Kemp (Name of Company), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.

(6) I state that Trimark SS Kemp (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: Eugene Crest

Printed Name: Eugene Crest

Title: Regional Sales Manager



SWORN TO AND SUBSCRIBED
BEFORE ME THIS 4th DAY
OF April, 2022
My Commission Expires:
Notary Public

Shannon Lucas