

February 27, 2020

Ladies/Gentlemen:

The Lebanon School District is seeking bids for **playground equipment additions at Southwest, Southeast, and Henry Houck Elementary Schools** as per the enclosed specifications. Your attention is directed to the enclosed General Conditions and Instructions, which govern the submission of your bid. **BIDDERS WILL BE EXPECTED TO MEET ALL BID REQUIREMENTS** so please review all documents and instructions carefully.

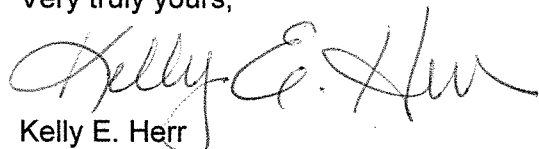
Sealed bids are to be submitted to Curtis O. Richards, Business Manager, Lebanon School District, 1000 South Eighth Street, Lebanon, PA 17042 until **11:30 am local time, Thursday, April 2, 2020**, at which time they will be publicly opened in the Lebanon School District Buildings & Grounds Office.

Tentative plans call for the Lebanon School District Board of School Directors to take action to award a contract at its Regular Board Meeting on **Monday, April 20, 2020**.

There will be a site visit on Thursday, March 19, 2020 at 2:00 pm beginning at the Lebanon School District Building & Grounds Office.

Questions must be submitted in writing via email to Ms. Kelly Herr, Assistant Business Manager, at kherr@lebanon.k12.pa.us by **12:00 pm local time, Wednesday, March 18, 2020**. The District will provide written responses to those questions deemed appropriate to all companies in attendance at the site visit.

Very truly yours,



Kelly E. Herr
Assistant Business Manager

LEBANON SCHOOL DISTRICT

1000 South Eighth Street, Lebanon, PA 17042
(717) 273-9391, extension 6712

GENERAL CONDITIONS AND INSTRUCTIONS

1. BID PREPARATION

This bid and all accompanying documents were prepared by the Lebanon School District (hereinafter referred to as the "District").

This bid package includes:

- A. Cover Letter
- B. General Conditions & Instructions
- C. Bid Information
- D. Bid Submission Form
- E. Instructions for Non-Collusion Affidavit
- F. Non-Collusion Affidavit
- G. Legal Notice
- H. Bid Reminders

2. TAX EXEMPT STATUS

The District is exempt from the payment of State Sales Tax. No such taxes should be included in the bid.

3. OSHA REQUIREMENTS

In submitting a bid, bidder agrees to abide by all applicable State and Federal regulations and guarantees that all items subject to OSHA requirements will not violate those requirements.

4. WORKER AND COMMUNITY RIGHT TO KNOW ACT OF 1984

All bidders must comply with the provisions of the above-mentioned Act by providing Material Safety Data Sheets (MSDA'S) for all chemicals or hazardous substances provided, if applicable, as part of this bid.

5. COMPLIANCE WITH LAWS

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

6. WARRANTY

All equipment items shall be guaranteed by the supplier against defects in workmanship and materials for a period of one (1) year from date of acceptance by the District or the manufacturer's stated warranty, whichever is longer. Installation shall also be guaranteed by the installer for a period of one (1) year from the date of installation or the installer's stated warranty, whichever is longer. During this period, the supplier and/or installer shall agree to promptly remedy any defects due to imperfect workmanship or materials found not to comply with Specifications.

7. BIDS BY SUPPLIER

a. Delivery of Bid – Bids must be submitted on the Bid Submission Form supplied by the District. Each bid must be delivered to the Lebanon School District Administration Office located at 1000 South Eighth Street, Lebanon, PA 17042, prior to the time stated in the advertisement for bids. This is the responsibility of the bidder. Bids received after the time set for bid opening, even if postmarked earlier, will not receive consideration. Bids will not be accepted via fax or any other electronic means.

b. Bids shall be submitted in a sealed envelope which shall have clearly noted on the lower left hand corner of the envelope:

BID FOR (name of bid or items you are bidding on)
BID DATE & TIME OF OPENING
Attention: Curtis O. Richards, Business Manager

c. All bids submitted must be typewritten or legibly written in ink, and must be signed by the bidder on the Bid Submission Form supplied as part of this bid. Bids altered in any way will not be accepted (i.e. erasures, white out, etc.).

d. Withdrawal of Bids – Prior to opening, bidders will be given permission to withdraw any bid after the District has received it. With the exception of the provision for withdrawing bids for the forty-eight (48) hour period following the bid opening date, no plea of mistakes shall be made available to the bidder and no bid may be withdrawn before the expiration of the sixty (60) days from the date established for the opening of the bids. Bidders who violate this provision will be declared unsatisfactory for any future bidding.

e. Opening of Bids – Bids will be publicly opened on the date, at the location and commencing at the time stated in the advertisement of bids. Bidders or their authorized agents may be present. All bids shall strictly conform to these "General Conditions and Instructions."

f. Rights of Owner – The District will accept the bid of the lowest responsible bidder complying with all the requirements of the Specifications. The District reserves the right to reject any or all bids or any part thereof and may waive any or all technicalities or informalities. The District may select a single item for any bid, without obligation, or may order more or less than the quantity specified at the unit price stated in the bid, as may best serve the interest of the District.

g. It is agreed that the bidder will hold the price and permit the owner to order increased quantities of the same item as bid over and above those specified at the price included in the bid as long as it is done prior to the ending of the bid period stated in the Specifications.

h. The bidder shall, upon request, submit samples for any or all items on which a price is bid, within five (5) days after the District makes such request. These samples shall be plainly marked with the name of the product, the name of the bidder and the item number as

shown on the Bid Submission Form. The District assumes neither responsibility for the return of samples nor any damage incurred in testing samples.

- i. Where the description of an item includes the name, number or model of a particular manufacturer or supplier, alternate bids equal in all respects are permitted unless specifically noted "No Substitute" or similar language. In this case, the bidder shall clearly state on the Bid Submission Form the manufacturer's name, catalog number and technical information of the equivalent and submit complete specifications as prepared by the manufacturer. A sample of the proposed alternate shall accompany the bid when possible. When no reference or change is indicated on the Bid Submission Form, it is understood that the specific item(s) named in the bid Specifications will be furnished.

WHERE BRAND NAMES AND CATALOG NUMBERS ARE SPECIFIED, THEY ARE INCLUDED ONLY TO PROVIDE A REFERENCE TO BIDDERS AND TO ESTABLISH A STANDARD OF QUALITY DESIRED.

- j. Before any award is made, the District may require satisfactory evidence to show that the bidder is fully prepared in every way to deliver and service the equipment promptly and that they have been regularly engaged in such business.
- k. The vendor's bid, where requested in the Specifications, shall include the cost of setting up and installing the equipment and shall, where requested, also set forth the cost of the equipment installed. All crates and packing materials shall be removed from the premises by the vendor/contractor when they have been awarded the bid for installing the equipment. Any and all damage done to the District's building(s) or equipment shall be the responsibility of the bidder.
- l. A supplier may bid on any or all items contained in the Specifications.
- m. THE BIDDER SHALL INSERT THE PRICE PER STATED UNIT. ANY CONVERSIONS TO ARRIVE AT THE STATED UNIT PRICE ARE THE RESPONSIBILITY OF THE BIDDER. ANY PRICES BID THAT DOES NOT CONFORM TO THE STATED UNIT PRICE SHALL NOT BE CONSIDERED FOR ACCEPTANCE.
- n. Bids will be awarded within sixty (60) days after date established for opening of bids. All bids shall remain valid and acceptable for this length of time. This time may be extended by the mutual consent of the bidder and the District.

8. DELIVERY

- a. Delivery will be as stated in the Specifications. If not stated in the Specifications, delivery will be within thirty (30) days of awarding of the bid. If there are items on which delivery cannot be made by the required date, indicate on the Bid Submission Form the date on which such items will be delivered.
- b. Delivery locations are to be as stipulated on the individual purchase orders(s).
- c. Deliveries may be made between the hours of 7:00 am and 2:00 pm, Monday through Friday, excluding holidays. Deliveries are to be made inside to buildings within the District as detailed on the purchase order(s). Each carton and/or package shall be clearly marked, showing the purchase order number. Each building order shall be packed separately.
- d. The bidder agrees to repair any damage to the District's buildings and/or premises, caused in the delivery of equipment, materials, supplies and/or services, and further agrees to remove any and all dirt and debris resulting from delivery.
- e. The bidder agrees to hold the Board of School Directors, officers, members and employees of the District harmless and to indemnify them from any and all expenses incurred for all claims arising from the liability for bodily injury and property damage due to the vendor's negligence.
- f. All prices are to be net prices and are to be f.o.b. destination, including charges for inside delivery and placement.
- g. Cancellation Clause: All items listed on the Purchase Order(s) must be delivered as soon as possible. The District reserves the right to cancel for cause, any contract awarded as a result of this Bid subject to a notice of no less than fifteen (15) days. Examples of such cause would be, but are not limited to; delays in delivery, improper billing or product substitution, or failure to perform as outlined in the bid Specifications. The contract may also be canceled with thirty (30) days' notice if, at the sole discretion of the District, its interest would be better served by implementing modified or advanced technologies, or adopting more current state-of-the-art programs or procedures.

9. SHIPPING

- a. The bidder agrees, if awarded an order, to furnish and deliver the said articles at such time, to such place, and in such quantities as herein specified, and that all of the articles shall be subject to inspection and approval. Acceptance of delivery of materials and/or equipment to the site shall not constitute final acceptance. In the event that any of the articles shall be rejected as damaged, unsuitable or not in conformance with these Specifications, such articles shall be removed immediately and other articles of proper quality, as set forth in these Specifications shall be furnished in place thereof, all at the sole expense of the successful bidder. Should the bidder default, the 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, the difference between the bid price and the actual cost of the property or services to be replaced or substituted.
- b. Merchandise shipped in filling an order shall be the same kind and quality as specified and/or shall conform to samples submitted. Any goods of inferior quality shipped in fulfillment of an order will be returned at the expense of the vendor, including the cost of packing and delivery to the freight station.
- c. All prices are to be net prices and are to be f.o.b. destination, including charges for inside delivery and placement. Prices bid shall also include all discounts. **THERE ARE TO BE**

NO MINIMUM DOLLAR AMOUNTS SPECIFIED BY THE VENDOR BEFORE AN ORDER IS TO BE GENERATED.

10. REFERENCES

The bidder must show a successful track record in the performance of like work or the supplying of like product. Three references including name, address, telephone number, contact person, and scope of product or service provided are to be submitted with the Bid Submission Form.

11. NON-APPROPRIATION OF FUNDS

If the Lebanon School Board does not allocate funds needed to make payments beyond the District then-current fiscal period, the District shall not be required to make such payments, and the Purchase Order shall be considered terminated.

12. BACKGROUND CHECKS

a. All employees must have the following background checks prior to working in our District:

- 1) Act 151 – Child Abuse Check
- 2) Act 34 – Criminal Record Check
- 3) FBI Fingerprint – Federal Criminal History Record Check

b. Contractors shall be required to do the following:

- 1) Present the original document(s) for the Act 151 – Child Abuse Background Check, Act 34 – Criminal Record Check and FBI Fingerprint – Federal Criminal History Record Check to the Business Manager prior to the beginning of work in the District. The District will retain a copy of the background check information and will note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. The District will retain this copy with the original being returned to the contractor.
- 2) If any new employees are added to the work force during the course of the work, such employee(s) must follow this same procedure described above prior to any work at the District.
- 3) All costs for the Criminal History Information check(s) will be borne by the prospective independent contractor.
- 4) The District will notify the contractor in writing if the decision not to employ the contractor or the contractor's employee(s) is based in whole or in part on criminal history record information.
- 5) The District will follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Record Information obtained pursuant to the Act.

13. EQUAL OPPORTUNITY EMPLOYER

The District is an equal opportunity employer.

14. DISCRIMINATION

Bidder shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age or sex.

15. NON-COLLUSION AFFIDAVIT

Attached is a Non-collusion Affidavit with instructions for the proper execution of the Affidavit. The Non-Collusion Affidavit must be submitted with your bid.

16. BID BOND OR CERTIFIED CHECK - NOT APPLICABLE FOR THIS BID

17. SPECIFICATIONS

- a. Bidders whose equipment and/or supplies do not conform to the Specifications as listed must indicate the exception on the Specification sheet(s). If additional space is needed, attach a separate explanation.
- b. Vendors bidding on equipment and/or supplies other than that specified in the bid must clearly state on the Bid Submission Form the manufacturer's name, catalog number and technical information of the equivalent and submit complete specifications as prepared by the manufacturer. Vendor must also be prepared to demonstrate said equipment and/or supplies, if requested.

18. SURVEYS AND UTILITY LOCATIONS

- a. The District shall not be responsible for furnishing surveys or other information as to the physical characteristics of the project site or utility locations for the project site. Contractor shall confirm the location of each utility. The Contractor shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen or foreseeable. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements.
- b. All existing utility systems which conflict with the construction shall be protected, relocated or temporarily removed and replaced as required. Such protection, relocation or temporary removal and replacement shall be accomplished at the expense of the Contractor and coordinated with the Utility. Contractor is responsible for PA One Call notification.

19. INSURANCES

Contractor shall maintain, at its expense, the following insurance coverage during the Term of this Agreement:

- 1) Workers' compensation insurance, disability benefit, and other social insurance as required by the laws of the Commonwealth of Pennsylvania or any other state in which the Contractor operates; and
- 2) Comprehensive general liability, automotive liability (including non-owned and hired vehicles) and property damage insurance, including suppliers, products and completed operations and contractual liability endorsements, with a combined single limit of at least \$1,000,000 each per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.

All such insurance policies shall name Lebanon School District as an additional insured and shall require at least ten (10) days' notice to Lebanon School District prior to cancellation, termination or expiration. **Insurance policy certification must accompany the bid proposal.** If the Contractor seeks a waiver of any of the above insurance requirements, the reasons must be submitted in writing to the District and the waiver is not effective until approved in writing by the District (which approval may be withheld in the District's sole discretion).

20. PREVAILING WAGE

In accordance with the provisions of the Pennsylvania Prevailing Wage Act of 1961, with subsequent amendments thereto, Contractors are required to pay prevailing wages to their workmen if the Bid price for the project exceeds twenty-five thousand dollars (\$25,000). The Contractor and all subcontractors shall, prior to final payment, submit an affidavit that all laborers who have worked on the project and are subject to the requirements of the Pennsylvania Prevailing Wage Act have been paid their wages.

21. TIME OF COMPLETION

Bidder agrees that work will be completed by **June 30, 2020**. Substantial Completion shall be deemed to occur when the District determines that the work is sufficiently complete so that the equipment can be utilized for its intended use and all requirements of the Contract Documents have been fulfilled.

SPECIAL NOTES

1. No Substitute

If an item is marked "No Substitute," it will be strictly enforced. If a vendor makes a notation next to one of these items, and does not intend to provide that specific item, they will have full responsibility to either deliver the specified product or pay 100% of the associated cost of the District returning that item.

2. Quantity Sizes

The vendor is fully responsible to bid prices based on a specified quantity noted on an item, i.e. 20/case.

If a quantity size is wrong, the vendor submitting a bid must make note of the accurate quantity size its price is based on.

If a vendor does not specify that its price is based on a different quantity allotment than what was requested at the time of bid, vendor will be held accountable to deliver at the price and quantity vendor was granted the bid award.

3. Questions

Any questions concerning Specifications for this bid must be submitted in writing via email to Ms. Kelly Herr, Assistant Business Manager, at kherr@lebanon.k12.pa.us by **12:00 pm local time, Wednesday, March 18, 2020**. The District will provide written responses to those questions deemed appropriate to all companies in attendance at the site visit.

LEBANON SCHOOL DISTRICT

1000 South Eighth Street, Lebanon, PA 17042
(717) 273-9391, extension 6712

SPECIFIC BID INFORMATION

The Lebanon School District is seeking bids for **playground equipment additions at Southwest, Southeast and Henry Houck Elementary Schools** for the age group of 2-5 years of age.

The Lebanon School District reserves the right to accept or reject the bid in whole or in part and/or to select one or more items from the bid. The Lebanon School District will be the sole arbitrator in the decision to determine if the submitted bid item(s) is/are equal to the specification requested. Bid items shall be in compliance with all applicable Federal, State and Local laws and must:

- Meet ASTM standards established for age group of 2-5 years of age, including F 2373-05
- Meet ASTM standards F-1487 and F-1292
- Meet regulations, standards and guidelines of U.S. Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook Number 325
- Products must meet certification requirements of IPEMA
- Meet ADA accessibility compliance regulations
- Bidder must clearly state the warranty on each item
- Bidder must state the estimated time necessary from receipt of order to actual installation of equipment
- Include a separate price for installation, which shall include a list of authorized installers for the said equipment
- Bidder must include a list of three references

The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania.

List of Playground Components

Southwest, Southeast and Henry Houck Elementary Schools:

Piece of Playground Equipment at each of these buildings that is age appropriate and equal in size and purpose to the Thunder Dome PC-1905. Use Zone approximately 23' diameter. Commercial grade components resistant to corrosion, fading and mildew.

LEBANON SCHOOL DISTRICT

1000 South Eighth Street, Lebanon, PA 17042
(717) 273-9391, extension 6712

SPECIFIC BID SUBMISSION FORM

**Bid for playground equipment additions at
Southwest, Southeast and Henry Houck
Elementary Schools**

(Return this form as the Cover Page of your Bid)

Name of Company _____

Address _____

Contact Person _____

Telephone Number _____

E-mail Address _____

Web Site Address _____

FIRST, the undersigned have carefully examined the Bid for playground equipment additions in accordance with the specifications of the bid and agree to furnish and perform the specified services for the Lebanon School District (the "District").

SECOND, the following quotation prices are listed as firm for a period of ninety (90) days after the due date of this Request for Proposal.

THIRD, the undersigned agrees to complete the project in all respects by **June 30, 2020**.

FOURTH, the company agrees to furnish and install playground equipment for the amounts quoted as follows:

Description of Equipment	Model Number	Per Unit Cost	Installation Cost	Total Price

Delivery Date: June 30,2020

Signature _____

Date _____

Printed Name _____

Title _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. 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.
2. 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.
3. 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 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 bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. 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, and any other form of bid 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 bid.

NON-COLLUSION AFFIDAVIT

State of _____ : Contract/Bid Title: _____

County of _____

I, _____ state that I am _____ of _____
(name) (Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state 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 the 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 firm 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. _____, its affiliates, subsidiaries, officers, directors and employees are not
(Name of firm)

under investigation by any governmental agency and have not in the last three 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, except as follows:

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

(Signature, Name & Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2_____

(Notary Public)

My Commission Expires: _____

LEBANON SCHOOL DISTRICT
1000 South Eighth Street, Lebanon, PA 17042
(717) 273-9391, extension 6712

Legal Notice

The Lebanon School District will receive sealed bids for **playground equipment additions**.

The bids, addressed to Curtis O. Richards, Business Manager, will be received at the Lebanon School District, 1000 South Eighth Street, Lebanon until **11:30 am** local time, **Thursday, April 2, 2020**, at which time they will be publicly opened and read.

All information concerning specifications may be obtained from the Business Office.

The Lebanon School District reserves the right to reject any and all bids and to make the award in the best interest of the School District.

Mary A Harrell
School Board Secretary

To be published in and provide proof of publication:

Lebanon Daily News on 03/01/20, 03/08/20 and 03/15/20
Patriot News on 03/01/20, 03/08/20 and 03/15/20

LEBANON SCHOOL DISTRICT

1000 South Eighth Street, Lebanon, PA 17042
(717) 273-9391, extension 6712 (717) 270-6778 fax

BIDDER REMINDER CHECKLIST:

- _____ Completed Bid Submission Form
 1. Verified unit price,
 2. Noted details for substitutions to include the manufacturer's name, catalog number and technical information of the equivalent
 3. Note delivery date if unable to meet the time as specified in the General Conditions and Instructions
 4. Signed and dated the bid form

- _____ Completed the Non-Collusion Affidavit

- _____ Per the General Conditions and Instructions verify if Bid Bond or Certified Check is applicable with this bid

- _____ Per the General Conditions and Instructions verify if References are required

- _____ Per the General Conditions and Instructions verify if Prevailing Wage is applicable to this bid

- _____ Bid submission sealed envelope clearly noted on the lower left hand corner of the envelope:
BID FOR (name of bid or items you are bidding on)
BID DATE & TIME OF OPENING
Attention: Curtis O. Richards, Business Manager