

CANTON AREA SCHOOL DISTRICT

“WARRIOR PRIDE”

ADMINISTRATIVE OFFICES

509 East Main Street - Canton, PA 17724
Ph: (570) 673-3191 Fax: (570) 673-3680

OFFICE OF SUPPORT SERVICES

545 East Main Street - Canton, PA 17724
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CANTON AREA ELEMENTARY SCHOOL

545 East Main Street, Canton, PA 17724
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CANTON JR. SR. HIGH SCHOOL

509 East Main Street, Canton, PA 17724
Ph: (570) 673-5134 Fax: (570) 673-5566

GENERAL INSTRUCTIONS FOR BIDDERS

Quantities

The Board of School Directors reserves the right to reject any and all bids, to increase or decrease quantities, to omit any item or items, or to select single items from any bid.

Contract

A purchase order issued by the Canton Area School District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the Canton Area School District.

Exemption from Taxes

The Canton Area School District is exempt from the payment of any Sales or Federal Excise taxes. All bids shall be net and shall not include the amount of any such tax. Exemptions certificates shall be issued upon request of the bidder.

Catalog References

When a catalog reference precedes the description of an item, such catalog reference is intended as a means of fully describing the item in the shortest possible space and is to be regarded as an integral part of the description of said item.

Standard of Quality

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the **absolute minimum standard** that is desired and acceptable. A material or product of lesser quality would not be acceptable.

Substitutions

When the schedule of items indicates a brand name, a specific manufacturer's catalog reference, or as "per sample", the bidder may bid an item other than that named in the schedule *only if it is of equal or greater quality*. **In all such instances, the proposed substitution shall be clearly described in the bid with the name of the manufacturer, the brand and/or trade name, and any variation from the specification or standard. Unless a**

substitution is so indicated, the bidder shall be required to deliver the item as specified, including brand, in the schedule.

When a substitution has been accepted and a purchase order issued accordingly, the bidder shall deliver only such accepted substitute. **If an alternate is bid, a sample must be provided, even if not stated in the description.** Exceptions to these provisions may be allowed at the discretion of the Board of School Directors, or where this may be warranted by unforeseen circumstances. All products furnished shall be “new” and of current manufacturer. “B Stock”, discontinued models, and remanufactured models are not acceptable.

Delivery

Delivery shall be required to be made F.O.B. destination. All deliveries shall be between the hours of 8:30 a.m. and 2:30 p.m. on weekdays other than Saturdays, Sundays and holidays or as specified in the purchase order. Each carton and/or package shall be clearly marked, and shall show the purchase order number. Each order shall be packed separately. Delivery of all such items awarded shall be made to buildings named on the purchase order which shall be issued within (60) days after notification of the acceptance of the bid by the Board of School Directors.

Acceptance

Acceptance of delivery of items to the site shall not constitute final acceptance by the Canton Area School District. In the event that any of the items shall be rejected as damaged, unsuitable, or not in conformance with these specifications, such items shall be removed immediately and other items of proper quality as set forth in these specifications shall be furnished in lieu thereof. All expenses related to such replacement shall be borne by the successful bidder.

Hazardous Materials

All vendors must conform to the requirements of the Pennsylvania Worker and community Right-to-know Act (act 159 of 1984) and Title 49 of the Code of Federal Regulations, all pertaining to hazardous materials.

Non-Delivery

In the event the successful bidder shall neglect or refuse to furnish and deliver any items or any part thereof within 60 calendar days, after receipt of purchase order, or to replace any items which are rejected as stated above, the Canton Area School District is then authorized and empowered to purchase items in conformity with the original specifications from another party or parties, and in such manner as it shall select, at the expense of the successful bidder, or to cancel the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the Canton Area School District.

Bidder's Sample

When specifications require that a sample of any article shall be furnished, such sample shall be delivered to the Business Office of the Canton Area School District prior to the time of the opening of the bids and must be of such size and quantity as to permit a proper test to be made. **If a sample is not furnished, the bid may be rejected; and if it does not at least equal the quality and character required by specification, the bid shall be rejected.** Samples may be requested subsequent to the opening of bids. If requested, they must be supplied within five (5) days. Samples which are not consumed in the testing may be reclaimed by the bidder at the bidder's expense. If bidder fails to remove the sample within ninety (90) days after the

opening of bids, the sample shall be deemed to have been abandoned and will be disposed of by the school district.

Ambiguity

When the bidder desires an interpretation or clarification of any ambiguity in the proposal, he shall write to the Director of Business Affairs of the Canton Area School District, whose determination shall be final.

Late Bids

Bids which arrive after the time stated for the receiving of bids may not be accepted.

Ability to Perform

Upon request, any bidder for this contract shall furnish testimonials or evidence, in the form specified by the director of Business Affairs, indicating the financial status of the firm, prior experience with other purchasers, ability to perform, etc. No award shall be made to a bidder who fails to submit such testimonial or to a bidder whose testimonials are found to be untrue. Untrue statements or declarations made by a bidder will be sufficient cause for rejecting his bid. The Board of School Directors shall determine whether the evidence of ability to perform is satisfactory and shall make awards only when such evidence is deemed satisfactory. The right to reject bids for evidence submitted and deemed unsatisfactory is also reserved by the Board of School Directors.

Awards

The award of a Contract, if made, will be on the basis of unit price as soon after the opening of bids as is practicable. The Board of School Directors reserves the right to reject any or all bids or to accept any part of any bid and reject the other part if, in its opinion, such action would be in the interest of the Canton Area School District.

Notice of Award

Contracts will be awarded and purchase orders issued 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 Canton Area School District.

Payment

The Canton Area School District agrees to pay the successful bidder the amount specified on the purchase order within sixty (60) days after receipt of all items. No payments will be made for partial shipments. All purchase orders shall be billed separately. The purchase order number shall appear on all invoices.

Suits and Actions

The bidder agrees that if awarded a Contract under these specifications, he will indemnify and hold harmless the Canton Area School District and all its representatives from all suits and actions of every nature brought against them growing out of any order or orders, written or verbal, entered into between the Canton Area School District and the Bidder.

Non-Collusion Affidavit

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging 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 “complimentary 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 that 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. The executed notarized Non-Collusion Affidavit must be submitted with the bid. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid. This document is located on the vendor portal.