



2020-2021 Athletic Equipment and Supply Bid

**Great Valley School District
47 Church Road
Malvern, Pa 19355**

INFORMATION AND GENERAL CONDITIONS

The Great Valley School District is soliciting bids for Athletic Equipment and Supplies. Sealed Bids will be received by Missy Klaus, Purchasing Coordinator/Fiscal Services Specialist, Great Valley School District, 47 Church Road, Malvern, PA 19355, at 10:00 A.M., Monday, March 30, 2020. Bids should be submitted in sealed envelopes, clearly marked with "Great Valley School District Athletic Equipment and Supply Bid". In addition to the sealed bid portion, an electronic submission of the Excel Sheet, in Excel format must be submitted to bids@gvsd.org, no later than 10:00 A.M. Monday, March 30, 2020.

1. All bid responses must be submitted on the forms provided, with the price stated, which shall show both unit and total prices. All requests must be signed by an authorized officer of the company. Failure to receive the completed documents on or before the stated deadline will result in rejection of the bid.
2. Each vendor submitting a Bid must agree to enter into a contract and furnish any insurance certificates required by the Great Valley School District at time of submission of the request, in accordance with the terms and the condition, specifications governing it.
3. All Subcontractors must abide by the same terms and conditions of insurance requirements. The contractor shall be responsible for checking these requirements.
4. By submitting your bid, each vendor is responsible to make themselves familiar with the contract documents and he/she stipulates that he/she has read and is familiar with them and understands and agrees to them.
5. Each vendor submitting a bid thereby agrees and guarantees that the various articles, supplies, equipment or materials, work or services offered will conform to the specifications in quality, kind and character, and that the final determination of whether they do meet specifications shall rest solely with the Great Valley School District or their duly authorized representatives.
6. In submitting a bid, the vendor agrees to abide by all applicable State and Federal regulations and guarantees that all items subject to OSHA requirements will not violate those requirements.
7. The vendor shall comply with the laws, rules, regulations and policies of federal, state, and local governments. It shall be the responsibility of the vendor to ensure that all personnel associated with this agreement are familiar with all the aforesaid laws, rules, regulations, and policies.
8. The Great Valley School District is a subdivision of the Commonwealth of Pennsylvania, as such, exempt from the payment of Federal Excise and State Sales Tax and no such taxes should be include in the bid.
9. Prior to the opening of the bid, vendors will be given permission to withdraw any proposal after it has been received by the Great Valley School District. No plea of mistake shall be made available to the vendor and no RFP may be withdrawn before the expiration of the sixty (60) days from the date established for the opening of the bids. Vendors who violate this provision will be declared unsatisfactory for any future bidding.
10. The bids will be publicly opened on the date, at the location and commencing at the time stated in the advertisement of the bids. Bidders or their authorized agents may be present. All bids shall strictly conform to these "General Conditions and Instructions". The right to reject any or all bids or parts thereof is reserved by the Great Valley School District.

11. The Great Valley School District reserves the right to accept or reject any portion of any Request for Proposal submitted, to waive any informality, and to make the award in the best interest of the Great Valley School District.
12. Great Valley School District reserves the right to reject any and all bids containing “escalator” clauses.
13. 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 contractor when they have been awarded the contract for installing the equipment. All damage done to the Great Valley School District's building or equipment shall be the responsibility of the bidder.
14. The Great Valley School District reserves the right to award orders for one or for more than one item or service set forth in these specifications, or may award an order for all articles/services set forth in these specifications.
15. The bidder agrees that if awarded an order under these specifications, they will indemnify and hold harmless the Great Valley School District from all suits and action of every nature brought against them or any of them growing out of any order or orders, written or verbal, entered into between the Great Valley School District and the bidder.
16. The bidder shall, upon request, submit samples for any or all items on which a price is quoted, with five (5) days after such request is made by Great Valley School District. 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. After the awards are made, the original bidder may remove the samples at their expense.
17. When samples are required, sample testing will be administered by the department or building requesting the supplies. All samples submitted will be tested anonymously, with the award going to the product with the highest rating.
18. Where the description of an item includes the name, number or model of a particular manufacturer of supplies, alternate bids equal in all respects are permitted unless it is specifically noted “No Substitute” or similar language. In this case, the bidder shall not include any item that is not an exact match as to the item listed as “No Substitute”.
19. For each item the question must be answered “Is this item different in any way than what is listed” by either Yes or No.
20. If the item the vendor is bidding is different in any way from the description, the differences **MUST** be listed on the Excel Sheet.
21. Where the description of an item includes either size, weight, quantity, or other specific information, if the item being bid is not an exact match EACH DIFFERENCE must be listed in the comment section.
22. If the vendor has a specific item number that must be supplied on the purchase order received from the Great Valley School District, the item must be listed under the Vendor Item ID section at the time the bid is submitted.

23. The Great Valley School District reserves the right to increase the quantity of an item(s), decrease the quantity of an item(s) or delete an item completely.
24. The Expiration date on all products delivered must be no earlier than May 30, 2021.
25. A Purchase Order for goods or services will be supplied after the contract has been signed by the Director of Business Services.
26. The bidder shall insert the price per stated unit. Any conversation to arrive at the stated unit price are the responsibility of the bidder. Any price quoted that do not conform to the state unit price shall not be considered for acceptance.
27. The vendor understands that the delivery/services and travel locations can be different locations. Great Valley School District has will inform the vendor of the location and time, once it is determined.
28. Invoices shall be sent to the Business Office of the Great Valley School District. Separate invoices shall be rendered for each location.
29. Invoices will be paid within thirty days from the time the Purchase Oder has been completed and invoiced. Great Valley School District does not pay for partially invoiced purchase orders.
30. All equipment items shall be guaranteed by the supplies against defects in workmanship and materials for a period of one (1) year from date of delivery. During this period the supplier shall agree to promptly remedy and defects due to imperfect workmanship or materials found not to comply with specifications.
31. All information from vendor, general conditions of the Bid and contract, the specifications for the articles, supplies, equipment and materials or a description of the services desired, or the specifications for the work required, the drawings, plans and supplemental bulletins in connection therewith, as the case may be, the contractor's response thereon, and the contract to be executed by him/her, shall be collectively known and designed as the 'contract documents' and together shall form and govern the contract.
32. Each vendor submitting a proposal must declare that this proposal was made without any connection with any other person or entity making a proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the district is directly or indirectly interested in the bid or in the services to which it relates, or in any portion of the profits therefrom, in the form attached.
33. All articles, supplies, equipment, materials or service shall be delivered to the Great Valley School District as directed, on or before the date and time stated in the contract or bid.
34. PRICING: All prices stated shall be net prices and include delivery to the door of the building specified, or any additional fuel cost.
35. FAILURE TO FURNISH In the event the successful vendor shall neglect or refuse to furnish and deliver any articles, services or any part thereof, or to replace any articles or service which are rejected as stated in the preceding paragraph, then the Great Valley School District is authorized and empowered to purchase articles or services in conformity with this order from such party or parties, and in such manner as it shall select at the expense of the awarded vendor, or to cancel

the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the Great Valley School District.

36. Worker and Community Right to know Act of 1984: All vendors must comply with the provisions of the above-mentioned Act by providing Safety Data Sheets (SDS) for all chemicals and hazardous substances provided, if applicable, as part of this contract.

37. EQUAL OPPORTUNITY EMPLOYER -The Great Valley School District is an equal opportunity employment, educational, and service organization.

38. NON-DISCRIMINATION PROVISION

A. Discrimination Prohibited: According to 62 a. C.S.A. 370, the contractor agrees that:

1. In the hiring of employees for the performance of work under the contract or any sub-contract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminated against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
2. No contractor or sub-contractor 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 or gender, race, creed or color.
3. The contract may be canceled or terminated by the school district, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of this portion of the contract.

39. HUMAN RELATIONS ACT

A. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibits discrimination because of race, color, creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractor and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification.

40. DEBARMENT AND SUSPENSION

The Great Valley School District shall award contracts only to responsible contractors/vendors possessing the ability to perform successfully under the terms and conditions of the Request for Proposal. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

41. COMPLIANCE WITH LAWS AND AGENCY MANDATES

- A. The Contractor shall be responsible for all costs and compliances with all laws, regulations and permits of local, state and federal governments, PA D.E.R and the E.P.A. regulations
- B. The Contractor shall be fully responsible for compliance with construction safety requirements of the PA Department of Labor and Industry and the U.S. Labor Occupational Safety and Health Administration and the rules and provisions relating to the avoidance, use of, handling, and disposal of hazardous materials or waste per federal, state, and local laws.

42. COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT

- A. Provision for the Use of Steel and Steel products made in the United States. 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 supplies in the performance of the contact, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontractors.
- B. 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 clarification and penalties.

43. The bid proposal shall comply with all of the Great Valley School District’s policies, included but not limited to Policy 626 – Federal, Fiscal Compliance, 806 – Operations, Child Abuse and, 827 – Operations, Conflict of Interest.

44. NO CASH ALLOWANCES

- A. Cash Allowances are prohibited.

45. LICENSES, FEES, TAXES: The vendor shall obtain and maintain all licenses and permits required by federal, state, and local laws.

46. SELECTION CRITERIA: The Great Valley School District reserves the right to select the vendor that provides the best organization-wide solution, cost, and service capability.

47. SHIPPING: The bidder agrees, that shipping is included in the price of the items(s), no additional shipping or fuel charges will be added if awarded an items or items. Shipping of requested items may be to any of the eight (8) Great Valley School District Locations listed below:

LOCATIONS:

High School, 225 N. Phoenixville Pike, Malvern, PA 19355

Middle School, 255 N. Phoenixville Pike, Malvern, PA 19355

KD Markley Elementary School, 354 Swedesford Road, Malvern, PA 19355

Charlestown Elementary School, 2060 Charlestown Road, Malvern, PA 19355

General Wayne Elementary School, 20 Devon Road, Malvern, PA 19355

Sugartown Elementary School, 611 Sugartown Road, Malvern, PA 19355

District Administration Building, 47 Church Street, Malvern, Pa 19355

GVSD Warehouse, 7 Bacton Hill Road, Malvern, PA 19355

GREAT VALLEY SCHOOL DISTRICT
47 CHURCH ROAD
MALVERN, PA 19355

BID FORM

ATHLETIC EQUIPMENT AND SUPPLY BID 2020-2021 – Due Monday, March 30, 2020, 10:00 AM.

Name of Bidder: _____

Contact Person: _____

Address: _____

Phone Number: _____ Email Address: _____

First, that we have carefully examined the Information and General Conditions, Specifications/Scope of Services, Non-Collusion Affidavit, and Bid Form. We submit this bid and agree to furnish and perform the specified work for the Great Valley School District for the sum indicated on the Excel Sheet.

Second, that the bid is subject to all the terms of these specifications/Scope of Services and we hereby agree to furnish such materials and labor as required in these specifications

Third that the prices quoted herein are exclusive of Federal Excise and Pennsylvania State Sales Tax.

Fourth, as based upon the specifications/Scope of Services, the following bid prices are listed as firm for a period of one hundred twenty (120) days after the date established for receiving bids.

Fifth, General Conditions along with the signed bid form is the signed contract between the _____ and the Great Valley School District.

Sixth, the total amount of the bid submitted \$ _____.

If Bidder is an Individual:

Sign Here: _____

(date)

If Bidder is an Individual Trading Under a Fictitious Name or is a Partnership:

Sign Here: _____

(date)

Title: _____

Trading As: _____

If Bidder is a Corporation, Fill in Corporate Name, Sign and Affix Seal:

Name: _____

By: _____

(President or Vice President) (date)

Attest: _____

(Secretary or Assistant Secretary) (date)

ATTACH CORPORATE SEAL HERE:

ATTACH FINANCIAL STATEMENT HERE

Instructions for Non-Collusion Affidavit

1. This Non-Collusion affidavit is material to any contract awarded pursuant to this proposal. According to the Pennsylvania Antirigging Act, 73 P.S. §§ 1611 et. seq., 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 contractors 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 contractors 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 bidding 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 _____:

:S.S.

County of _____:

I state that I am (Title) _____
_____ of (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 proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and
without consultation, communication or agreement with any other contractor, contractors or
potential contractors.

2. Neither the price(s) nor the amount of this proposal, and neither the approximate
price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person
who is a contractors or potential contractors, and they will not be disclosed before proposal
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 proposal higher then this proposal, or to submit any
intentionally high or noncompetitive proposal or other form of complementary proposal.

4. The proposal 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 proposal.

5. (Name of Firm) _____, 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, except as follows:

I state that (Name of Firm) _____
_____ understands and acknowledges that the above representations are material and
important, and will be relied on by (Name of public entity) _____

_____ in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from (Name of public entity)_____ of the true facts relating to the submission of proposals for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE

ME THIS _____ DAY OF _____, 20

Notary Public

My Commission

BIDDER CHECK LIST

Sealed bids will be received no later than 10:00 A.M., Monday, March 30, 2020 ., in a sealed envelope clearly marked “Great Valley School District Athletic Equipment and Supply Bid“

To: Missy Klaus, Purchasing Coordinator/Fiscal Services Specialist
Great Valley School District
47 Church Road
Malvern, Pa 19355

The Sealed Bids Must Include:

1. Signed Bid Form
2. Signed Non-Collusion Affidavit

The Electronic Portion of the Excel Document, completed and in its original excel format (cannot be hand written) submitted to bids@gvsd.org no later than 10:00 A.M. on Monday, March 30, 2020.

*Please note that the bids@gvsd.org will not be opened before Monday, March 30, 2020 at 10:00 am.

Bid questions should be emailed to mklaus@gvsd.org