

# LEECHBURG AREA SCHOOL DISTRICT

Central Administration Office

210 Penn Avenue

Leechburg, PA 15656

(724) 845-7701

**DATE:** February 19, 2008

## **ITEM (S) OR SERVICES BEING BID:**

### INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. All bids shall be SEALED AND ADDRESSED to: The Leechburg Area School District, Administrative Office, 210 Penn Ave, Leechburg, PA 15656, c/o Mr. Mark Lukacs, Business Manager.
2. All bids shall be delivered by the specified time in sealed envelope with a NOTATION ON THE FRONT of the envelope indicating "BID: Item(s) being bid" and stating time and due date of such bid.
3. Bids received prior to the time of opening shall be held unopened. No responsibility will be assumed by the district or its representatives for the premature opening of a BID NOT PROPERLY IDENTIFIED as stated in item 2 above.
4. ALL BIDS ARE DUE not later than 11:00 A.M., prevailing time, Monday, March 10, 2008, and will be opened by the Business Manager at 12:00 P.M., at the Leechburg School District Administrative Office, which is located at 210 Penn Avenue. Bids may be HAND DELIVERED until the time of the bid opening. Bids delivered by U. S. Postal service or commercial delivery service must be received before the end of the business day on the workday preceding the date of bid opening.

After recording the bids received, the bids will be referred to the appropriate administrative office for tabulation, review, and subsequent recommendations for Board action.

5. It is REQUIRED THAT BIDS BE SUBMITTED ON the Leechburg School District FORMS. All bids must be signed by an authorized officer or agent submitting the bid.

Each prospective bidder will receive one (1) set of bid instructions, (1) copy of specification instructions, where applicable, one (1) vendor bid authorization sheet, and (2) copies of the bid submission form. One copy of the submission form along with the cover page must be submitted to the district while the other copy is to be retained by the bidder. In the event the bidder is awarded a purchase order for a successful bid, the item number shown on the submission form, will serve as a reference for completing the purchase order.

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6. The bidder shall state his bid either typewritten, or written in ink. In the case of bids that require both unit prices and extended prices, UNIT PRICES WILL GOVERN the extended bid, should an error in the extended be determined.
7. Bidders are required to bid on units, quantities, or services AS SPECIFIED. Failure to do so will result in rejection of the bid.
8. All bids shall EXCLUDE SALES AND EXCISE TAXES since The Leechburg School District is exempt from paying such taxes. The district upon request, if required, will furnish exemption certificates.
9. ALL BID PRICES submitted shall be FIRM FOR THE PERIOD OF 90 DAYS from the date bids are due. No bid shall be considered which contains any letter or memorandum or other writing qualifying the same, to the detriment of the school district.
10. All bids for delivery of supplies or materials shall include transportation and DELIVERY INSIDE designated school building. Successful bidders will be advised via a district purchase order as to the location to which supplies are to be delivered.
11. DELIVERY HOURS are from 8:00 a.m. to 3:00 p.m. Monday through Friday. Deliveries that are not made by common carrier or other third party carriers' must be prearranged with the Business Manager.
12. The Board of School Directors reserves the RIGHT TO WAIVE any informalities, REJECT ANY AND ALL BIDS, or to accept or reject any item or groups of items.
13. The bidder agrees, if awarded a contract, to furnish and deliver the specified products or services, at such time, and in such places, and in such quantities as herein specified; and that all of the products or services provided shall be subject to inspection and approval of the district. In the event that any of the said products or services SHALL BE REJECTED AS UNSUITABLE, of not in conformity with these specifications, such products or services shall be obtained in proper conformity by the district through any option available to the district. Costs involved in such substitution, will be at the expense of the original successful bidder.
14. The bidder agrees that, contracts awarded by the district WILL NOT BE ASSIGNED, transferred, or sublet unless specific permission to do so is requested in writing and granted in writing by the district.

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15. Delivered supplies and/or equipment must have an accompanying packing slip or invoice included, which makes readily visible reference to the district's PURCHASE ORDER NUMBER. Invoicing requirements as outlined on the purchase order shall be followed
16. All business relating to bids shall be transacted IN SCHOOL DISTRICT OFFICES.
17. All vendors will receive EQUAL CONSIDERATION in the bidding procedures.
18. Bids will be awarded to the BIDDER who MEETS SPECIFICATIONS, complies with all INSTRUCTIONS AND CONDITIONS, and demonstrates product superiority via demonstrations and test runs.
19. When item descriptions indicate a reference to a trade name or number, it is so stated to define products with which the district is familiar and in so doing establishes minimum requirements of that item.

Refer to the specification instructions section, for a more detailed explanation on the district's interpretation of "OR EQUAL" or SPECIFIC BRAND, as detailed on the bid listing.

20. The BIDDER SHALL be responsible for any damages to property caused by the supplier/contractor or his agents. The bidder further covenants and agrees and does hereby ASSUME ALL LIABILITY for, and shall and does agree to indemnify and save harmless the Leechburg School District against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in or about the said work or otherwise by reason of any accidents, damages, or injuries, torts, or trespasses happening in and about, or in any way incident to or by reason of the performances of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual Property Damage and Liability Insurance and to furnish certificates therefore, when required by the Leechburg School District.
1. The BIDDER SHALL upon delivery be required to provide appropriate labels and data sheets for those substances identified as HAZARDOUS on the Pennsylvania Department of Labor and Industry Hazardous Materials List.