

BID PROPOSAL REQUEST #2022-03

The Indiana County Technology Center (ICTC), located at 441 Hamill Road, Indiana, PA 15701, is requesting bids for **STEEL PRODUCTS**. Equivalent bids will be accepted for review. Proposals are subject to all the terms of the Contract Documents, as defined in the "Instructions to Bidders", "Quotation Instructions", "Conditions of Bid", "Form of Proposal", "Non Collusion Affidavit", and "Appendix A", where applicable.

Only those proposals received by the ICTC prior to the date and time stated below shall be considered. The ICTC JOC, as awarding authority, reserves the right to reject any or all bids or any part of any bid that indicates technical defect, or not meeting specifications, if in its judgment the best interest of the school will be served, as well as to award partial bids. ICTC reserves the right to consider, in addition to price, the compatibility, quality, experience of the Bidder, sufficiency of resources of the Bidder as relates to the offering as well as the ability of the Bidder to provide future service. ICTC also reserves the right to reject any services reasonably determined by the ICTC as containing errors, omissions or defects or otherwise failing to conform to the requirements of the contract documents. The decision of the ICTC JOC shall be final.

Bids shall be received no later than Friday, October 14, 2022 at 2:00 p.m. EST at the office of the Business Manager, Indiana County Technology Center. All bids must be submitted in a sealed envelope marked **SEALED BID – STEEL PRODUCTS – DO NOT OPEN**. Once awards for bids have been made, a bidder agrees to hold that bid price for 90 days.

FORM OF PROPOSAL

By completing this bid proposal and signing below, the undersigned bidder, herewith acknowledges understanding and acceptance of the above, and proposes and agrees to furnish the Indiana County Technology Center any one or all of the items that the bidder has included in the sealed bid at the net price set opposite each item on the attached sheets. The bidder further certifies to have read all of the contract documents and specifications, and offers to furnish the items specified to the ICTC in exact accordance with these specifications and conditions at the prices stated on the attached forms. The bidder agrees to enter into a written contract to furnish such item(s) as may be awarded, and to furnish such security as the specifications require.

Company Name: _____

Contact/Signer Name/Title: _____

Address: _____

Telephone: _____

Signature: _____ Date: _____

Grand Total of all items Bid in this proposal: \$ _____

Please retain one copy of all specifications and send one copy as your bid to:

Indiana County Technology Center
441 Hamill Road, Indiana, PA 15701
Phone: 724.349.6700 Fax: 855.428.2338

Invitation for Bids

The Indiana County Technology Center (ICTC), located at 441 Hamill Road, Indiana, PA 15701, is requesting bids for **STEEL PRODUCTS FOR THE WELDING TECHNOLOGY and MACHINING TECHNOLOGY PROGRAMS.**

Full instructions to bidders, general conditions, specifications, form of proposal and all contract documents required may be obtained at the Indiana County Technology Center, upon request.

Bids must be received at the Indiana County Technology Center no later than 2:00 p.m. EST on Friday, October 14, 2022.

All bids must be sealed and marked: **“SEALED BID – STEEL PRODUCTS – DO NOT OPEN”**

INSTRUCTIONS TO BIDDERS

1. Sealed bids are being accepted by the Indiana County Technology Center for General Shop Supplies for the Collision Repair Technology Program until 2:00 p.m. prevailing time, Friday, October 14, 2022, at 441 Hamill Road, Indiana, PA 15701. Sealed bids will be publicly opened and read on Monday, October 17, 2022 at 10:00am at the ICTC, and will be available for public review at that time. The bids will be tabulated and presented to the ICTC Joint Operating Committee (JOC) at the regular meeting on Tuesday, October 25, 2022 at 12:00 p.m. prevailing time for award to the successful bidder(s).
2. All bids shall be submitted in a sealed envelope marked "**SEALED BID – STEEL PRODUCTS – DO NOT OPEN.**"
3. Bids must be typewritten or written in ink and must be signed in ink by bidder on the enclosed forms. Unsigned bids will not be considered.
4. Changes, alterations or interlineations in the bid will not be permitted.
5. Bids shall show both the unit and total prices. Should figures be irreconcilable, the unit price and the number of units shall govern any awards made on this basis.
6. The school is exempt from all federal, state and local taxes; therefore, the bid price shall be net of any taxes.
7. 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.
8. For any construction related contract exceeding \$5,000, the contractor shall, upon request, provide a performance bond and a labor and materials payment bond, each in the amount of 100% of the contract price (Section 756 and 757 of the school code and the Public Works Contractors Bond Law of 1967).
9. Insurance certificates for Liability and Workers Compensation coverage must be provided, if requested.
10. Indiana County Technology Center reserves the right to reject any or all bids, or any portion, thereof.
11. All orders will be on purchase orders with specific instructions for billing and delivery. Multiple purchase order may be submitted against the bid.
1. All questions with respect to bids must be submitted in writing by mail, fax or email to:

Indiana County Technology Center
Attn: Rachel Hrabovsky
441 Hamill Road
Indiana, PA 15701
Phone: 724.349.9700 x126
Fax: 855.428.2338
Email: rhrabovsky@ictc.edu

BID CONTENT AND QUOTATION INSTRUCTIONS

Bidder is to submit a comprehensive Bid Packet containing the following items:

1.0 Submission Letter

The bidder is to submit a letter of submission with their bid packet. This letter is to be in standard business form and be signed by an authorized individual. It must include all items listed below.

1. A statement that the bidder will NOT subcontract any portion of the work that is to be performed.
2. A statement that the bidder understands all requirements/specifications set forth in the request for bid and that bidders proposed product/system/service meets these requirements/specifications except where noted in the exception summary.

2.0 Bid Forms

Bidder is to use Bid Forms that have been attached. Please type required information in the spaces provided. Bid Forms that should be included are:

1. Form of Proposal
2. Price Quotation with Exception Summary (See 3.0)
3. Pre-Cut Add/Delete Schedule
4. Non Collusion Affidavit

3.0 Exception Summary

The bidder shall list **ALL** exceptions from the mandated requirements/specifications in the request for bid. Please properly identify exception (page, section). ICTC assumes that all criteria and conditions not specifically stated in the exception summary are in compliance with the request for bid specifications and are included in the Total Bid Price.

4.0 Manufacturer's Literature

Please include manufacturers' literature that is pertinent to bidders proposed solution (system/product specs, warranty info, etc.)

5.0 Bidders standard business forms/information

Required items include: (1) bidders list of supplies/equipment with company-specific product number, description and specifications, (2) warranty statement, and (3) sales contract/quote along with other such information that would facilitate generation of a Purchase Order should the Bid be awarded.

6.0 Alternate Bid (optional)

Bidder may prepare more than one solution. Each solution must be a complete bid and identified as an "alternate bid". If bidder provides multiple solutions, specify priority of each solution.

Steel Products Specifications and Bidder Price Quotation

All items proposed by bidder must be new (first time used). **THE ITEMS BID SHOULD BE THOSE LISTED OR EQUIVILANT PRODUCTS**, with equivalents noted as exceptions.

Item Description	Quantity Requested	Unit Price	Total Cost
MILD STEEL 1/8" X 4" FLAT X 20'	30 Pieces		
MILD STEEL 1/4" X 1 1/2" FLAT X 20'	40 Pieces		
MILD STEEL 1/4" X 6" FLAT X 20'	0 Pieces	N/A	N/A
MILD STEEL 3/8" X 4" FLAT X 20'	70 Pieces		
MILD STEEL 1/2" X 6" FLAT X 20'	40 Pieces		
MILD STEEL 3/16" STEEL SHEET 48" X 48"	6 Pieces		
MILD STEEL 14 GAUGE STEEL SHEET 48" X 48"	14 Pieces		
304 STAINLESS STEEL 1/8" X 4" S/S FLAT X 12'	40 Pieces		
6061 ALUMINUM 1/8" X 4" ALUM FLAT X 12'	40 Pieces		
1018 - CR Flat 1-1/2 x 2	60 Feet		
1018 - CR Flat 1 x 2	60 Feet		
1018 - CR Flat 3/8 x 4	40 Feet		
1018 - CR Flat 1/4 x 2	60 Feet		
1018- CR Flat 1/4 x 4	40 Feet		
1018 - CR Flat 3/4 x 2	40 Feet		
1018- CR Flat 1 x 1	40 Feet		
1018 - CR Flat 3/4 x 1	40 Feet		
1018 - CR Round 1"	60 Feet		
1018 - CR Round 1/2"	40 Feet		
6061 - Aluminum Flat 1/8 x 3	40 Feet		
6061 - Aluminum Flat 3/8 x 4	40 Feet		
6061 - Aluminum Flat 3/4 x 3	40 Feet		
6061 - Aluminum Round 1in	30 Feet		

Bidder must provide mill specification reports for all items ordered.

Equivalent product bids should outline any exceptions to the above specifications on the alternative equipment for evaluation using the Exception Summary.

TOTAL BID PRICE **\$ _____.**
(to include all shipping, labor, tools, materials, equipment and training (user and administrative), warranty (parts and labor) as necessary to complete entire project)

Exception Summary

Please list all exceptions in your bid solution/price from the specifications listed in the bid package -- attach additional sheets if necessary.

Pre-Cut Add/Delete Schedule

The Unit Pricing listed in the Price Quotation may be used by the Indiana County Technology Center to add or delete to proposed units for up to thirty (30) days after date of product receipt.

CONDITIONS OF BID

I. General Conditions

1. **Local Conditions/Delivery:** All deliveries shall be made to ICTC, 441 Hamill Road, Indiana, PA 15701 between the hours of 8:00 a.m. and 3:00 p.m. All bidders shall acquaint themselves with local conditions. A notification of forty-eight (48) hours shall be given to ICTC prior to delivery.

The Steel Certification Document (ST-2) and Mill Specification Reports must be provided for all products upon delivery. All **bundles** must be tagged with type of material and quantity, **may not exceed 2,000 lbs.**, and be unloaded on-site.

2. **Schedule:** It is the desire of ICTC to have the requested steel on hand no later than November 15, 2022. Any condition that may prohibit this from occurring should be brought to the attention of the district immediately.
3. **Invoicing:** Request for payment shall be mailed to ICTC, 441 Hamill Road, Indiana, PA 15701 Attn: Business Office. Request for payment must contain the purchase order numbers issued for purchase of awarded items.
4. **Payment:** Payment will be made with 45 (forty-five) days after the completion of project and receipt of request for payment.
 - a. Payments are considered made by ICTC as of the date of the payment check
 - b. All invoicing and payments are subject to and governed by "Pennsylvania's Political Subdivision Procurement Interest Payment Act, Act 138 of 1994, as amended"
5. **Returns:** Any items delivered in poor condition, in excess of the amount ordered, or not included in the purchase document shall be returned to the Bidder at the Bidder's expense within thirty (30) days. Credit for the returned goods shall be made immediately after the Bidder receives the returned items. Bidder will remove unacceptable product(s) from the ordering location within one (1) week of the date of determination of unacceptable product(s) and notification given to the Bidder. Unacceptable products(s) left at the ordering location for more than ten (10) days will become the property of the ICTC to dispose of as they see fit. In the event that product is rejected at time of delivery, the Bidder's driver will take the product back immediately. Replacement product for that rejected product will be delivered to the ICTC within five (5) calendar days or the next delivery date not to exceed fifteen (15) calendar days. If invoices have been submitted, Bidder will issue credit(s) for the full amount of the unacceptable product(s) purchased.
6. **Questions/Discrepancies:** If any bidder finds discrepancies or is in doubt as to the true meaning of any part of the plans, specifications or other contract documents, he/she can submit to ICTC, Business Office, a written request and shall be responsible for its prompt delivery.

II. Additional Information

1. The advertisement for bids, information to bidders, specifications for services rendered, as well as the proposal, agreement and bonds, shall be collectively known and designated as the “contract documents” and together shall form the contract.
2. No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for opening thereof.
3. ICTC reserves the right to waive any formalities or reject any and all bids or portions thereof, to waive minor irregularities in bidding, and to select other than the lowest bid if deemed in the best interest of the ICTC, and their decision shall be final. ICTC is referred to as the owner.
4. Bidders should be advised that should budgetary constraints dictate part and/or all of the items listed in this bid may be rejected. This decision shall be considered final and not subject to recourse by the Bidder.
5. In determining the lowest or highest responsible Bidder, ICTC reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience of the Bidder, sufficiency of the resources of the Bidder as relates to the offerings as well as the ability of the Bidder to provide future maintenance and service.
6. No rights shall accrue to any person submitting a bid until such bid has been accepted, contract awarded and the contract and/or purchase order finalized and completely executed in writing by the duly authorized officer(s) at ICTC.
7. Contractors will be responsible for any damage caused by the contractor or his employees, suppliers, servants and agents. Contractors further covenant and agree to assume and do hereby assume all liability for, and shall and do agree to indemnify and save ICTC against any and all loss, costs, suits, 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 and about the said workplace or otherwise, by reason of any accidents, damage, injuries, torts or trespasses happening in or about; or in any way incident to or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees and all expenses of defense and agree to carry usual property damage and liability insurance and to furnish certificates, therefore, when required by ICTC.
8. ICTC is an equal opportunity institution. ICTC does not discriminate on the basis of race, religion, color, sex, gender identity, sexual orientation, age, non-disqualifying physical or mental disability, national origin, veteran status, or any other basis covered by appropriate law in its activities, programs or employment practices. All employment is decided on the basis of qualifications, merit, and business need.

9. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.
10. Bidders must sign contract, if any, as prescribed by the forms. When a bidder is a corporation, documents must be signed by a president, vice president, secretary or assistant secretary, or their official designee. If signed by one person, a copy of the authority of such person must accompany the proposal.
11. In some cases, a certified check or bid bond in the amount of ten percent (10%) of the bid may be requested prior to bid award.

III. Terms and Conditions

1. The award and/or work authorization shall be issued by ICTC within thirty (30) days of the bid opening date.

It is a condition of this transaction that in the event ICTC shall have accepted and paid for any materials but shall discover, upon inspection at a later date, that the shipment does not conform to the specifications and/or other quality standards, the bidder agrees to replace any or all of the quantity that does not meet the specifications and conform to the standards of the sample without extra charges to ICTC.

2. The bidder agrees, if awarded the contract, to furnish and deliver the specified products at such times, at such places and in such quantities as herein specified, and that all of the products shall be subject to inspection and approval. In the event that any of the said products shall be rejected as unsuitable or not in conformity with these specifications, a replacement shall be furnished in place, thereof, at the expense of the successful bidder.
3. Bid figures shall include all charges including shipping and delivery at the destination called for in the specifications. ICTC will furnish a tax exemption certificate in cases where federal excise and state taxes would otherwise be collectible, if needed upon request. Delivery will be required at destinations as indicated. All deliveries must be shipped prepaid, and bids shall include all costs.
4. In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof, or perform any labor, as provided in these specifications or to replace any work, installation or articles which are rejected as stated in the previous paragraphs, ICTC is authorized and empowered to purchase articles in conformity, or remove nonconforming installations and reinstall, with such party or parties in such quantities and in such a manner as it shall select at the expense of the successful bidder or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by ICTC.
5. The bidder agrees that if awarded the contract, he/she will not assign, transfer or sublet in unless specific permission to do so is requested in writing by the bidder and granted to in writing by ICTC.
6. Winning Bidder may be asked to execute a standard form of contract.

IV. Specifications

1. **Performance and Labor and Material Payment Bonds:** The contractor shall provide a performance bond and a labor & material payment bond each in the amount of 100% of the contract price, before the award of the contract, *if applicable* (Section 756 and 757 of the Public School Code of 1949, as amended, and Public Works Contractors Bond Law of 1967).
2. **Non-Discrimination:** Discrimination is prohibited according to 62 P.S. § 3701: the contractor agrees to the following:
 - a. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b. No contractor or subcontractor 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 for reason of gender, race creed or color.
 - c. The contract may be cancelled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for violation of the terms or conditions of that portion of the contract.
 - d. That this contract may be canceled or terminated by the school and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this portion of the contract.
3. **Compliance:** All bidders agree to the following, *as applicable*, and must also acknowledge Appendix A as it relates to purchases with Federal Funds when this procurement is in full or part with federal dollars:
 - a. Must comply with the Human Relations Act. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. § 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, nation origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's nondiscrimination clause in 16 PA. Code 349.101. Additionally, contractors must comply with the Equal Opportunity Clause in Appendix A for any contracts funded in full or part by federal dollars.
 - b. Must adhere to the provisions of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).
 - c. Must adhere to the provisions of the Debarment and Suspension requirements if contract has been debarred or suspended in the past (Executive Orders 12459 and 12689).

- d. Must adhere to the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- e. Must adhere to the provisions of contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms.
- f. Must adhere to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3708).

4. **Conditions or Payment of Wages:** All bidders must comply with the following:

Pennsylvania Prevailing Wage Rates – This regulation and the general Pennsylvania prevailing minimum wages rates (Act 422 of 1961, P.L. 653) as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification. The appropriate, publicized wage rates must be offered and complied with by the contractor. The prevailing wage rates may be obtained by contacting the Pennsylvania Department of Prevailing Wages, by calling 800.932.0665 or 717.787.4763.

Pennsylvania Prevailing Wage Rates apply to projects where the total estimated cost is greater than \$25,000 paid for in whole or in part out of funds of the public body, except for maintenance work or work performed under a rehabilitation program or manpower training program, and must specify “Prevailing Wages”.

Competent workmen – According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first-class workmen and mechanics.

No workmen shall be regarded as competent and first-class within the meaning of this Act, except those who are duly skilled in the respective branches of labor, and who shall be paid not less than such rates of wages and for such hours’ work as shall be established and current rate of wages paid for such hours by employers of organized labor in doing similar work in the school where the work is being done.

- 5. **Clarification of 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 bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. Where proprietary names are used, they should be followed by the words “or alternatives of the quality necessary to meet the specifications”. A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.
- 6. **Prohibition on Cash Allowances:** NO CASH ALLOWANCES for any purpose are included in the specifications of this project.

7. Time(s) of completion of the project: Upon awarding of the bid, a schedule of delivery can be made by contacting Rachel Hrabovsky, 724.349.6700 ext 126.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 73 P.S. SS 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 signed 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 _____ :

: S.S.

County of _____ :

I state that I am _____ (Title) of _____ (Name of my 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) _____ (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 the Indiana County Technology Center in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Indiana County Technology Center of the true facts relating to the submission for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THE _____ DAY OF _____, 20_____.

Notary Public

My Commission expires: _____