

Lebanon School District

1000 S. 8th St, Lebanon, PA 17042

2023 – 2024 Weight Room and Cardio Equipment

Bid Summary

Lebanon School District is requesting bids for Weight Room and Cardio equipment, per the enclosed specifications. Bidders will be expected to meet all bid requirements, so please review all documents and instructions carefully.

Bids must be received by 3:00 PM on Tuesday, May 7, 2024, at which time they will be publicly opened and read.

Sealed bids shall be submitted to Kelly Herr, Business Manager, Lebanon School District, 1000 S. 8th St., Lebanon, PA 17042, AND must be clearly marked “Weight Room and Cardio Equipment.”

A Prebid meeting, to tour the weight room facility, will take place on **Thursday, April 25, 2024 at 3:00 PM**. Please meet in the district board room.

Questions must be submitted in writing via email to Sarah Garrett, at sgarrett@lebanon.k12.pa.us by 4:00 PM on Friday, April 26, 2024. Written responses to those questions deemed appropriate will be posted on the District website by the close of business on Wednesday, May 1, 2024.

Tentative plans call for the Lebanon School District Board of School Directors to take action to award a contract at its Board Meeting on **Monday, May 20, 2024**.

Lebanon School District
1000 S. 8th St, Lebanon, PA 17042

2023 – 2024 Weight Room and Cardio Equipment

I. GENERAL INFORMATION:

Lebanon School District (“District”) is requesting bids for weight room and cardio equipment, per the enclosed Bid Specifications (Appendix A). To assure that all bidders are being offered an equal opportunity to bid and that all bidders are bidding on equal materials and conditions, the following must be adhered to:

1. **Any brand/trade names or model numbers used within this document are for the purposes of describing and establishing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.**
2. Vendors may submit proposals for equivalent products. The model number and brand names used are to indicate a minimum of acceptable quality; and if not stated, **“or equal”** shall be implied. However, if a bidder bids an item other than what is specified, he/she/they shall so indicate, and the responsibility of providing a substituted item as an equal to that specified shall be the duty of the bidder and not the District. Proof of an item as being equal, to include the manufacturer’s name, model number, technical information, and complete manufacturer specifications, shall accompany the bid and be indexed to the item(s) as contained in our specifications. When no reference or change is indicated on the Bid Submission Form, it is understood that the specific item(s) in the bid Specifications will be furnished.
3. 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.
4. Bidders shall bid in strict accordance with the specifications as set forth. Under no circumstances shall these specifications be altered. Any deviations of specifications may be considered sufficient cause for rejection of bid.
5. A vendor may bid on any or all items contained in the Specifications.
6. Lebanon School District is exempt from all federal, state, and local sales and excise taxes, therefore **the bid price shall be net of any taxes**. Exemption certificates, if required, will be furnished on forms provided by the bidder.
7. Bid items and/or services shall comply with all applicable Federal, State and Local laws and regulations.
8. Bids will be awarded within ninety (90) days after the 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.
9. 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 accept or reject any or all bids or any part thereof and may waive any or all technicalities or informalities. The District may select one or more items from any bid 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.

10. It is agreed the bidder will hold the price and permit the District 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 time of completion stated in the Specifications.
11. Tentative plans call for the Lebanon School District Board of School Directors to take action to award a contract at its Board Meeting on Monday, May 20, 2024.

II. INSTRUCTIONS TO BIDDERS:

1. **Bids must be received by 3:00 PM on Tuesday, May 7, 2024**, at which time they will be publicly opened and read. Sealed bids shall be submitted to Kelly Herr, Business Manager, Lebanon School District, 1000 S. 8th St., Lebanon, PA 17042, AND **must be clearly marked “Weight Room and Cardio Equipment Bid.”**
2. A Prebid meeting, to tour the weight room facility, will take place on **Thursday April 25, 2024 at 3:00 PM**. Please meet in the district board room.
3. **Questions must be submitted in writing via email to Sarah Garrett, at sgarrett@lebanon.k12.pa.us by 4:00 PM on Friday, April 26, 2024.** Written responses to those questions deemed appropriate will be posted on the District website by the close of business on Wednesday, May 1, 2024.
4. All bids shall be submitted on the enclosed District forms and must be typewritten or legibly written in ink and signed by an authorized company representative. Bids altered in any way will not be accepted (i.e. white out, erasures, etc.). **The sealed bid package must include:**
 - a. Bid Bond or Certified Check for 5% of the total bid price. The awarded vendor will replace the bid bond with a performance bond in the amount of 50% of the awarded contract. **(Not applicable for this project)**
 - b. Appendix B – Bid Cover Sheet, printed and signed ink
 - c. Appendix C – Bid Cost Submission Sheet, printed and signed in ink
 - d. Appendix D - Non-Collusion Affidavit, completed and notarized
 - e. Three (3) References
 - f. Three (3) signed copies of the bid package (one original and two photocopies)
5. The bidder shall insert the price per stated unit and the total cost extension against each item in the Bid Cost Submission Sheet hereto attached, which the bidder has proposed to furnish and deliver. **The unit price inserted must be net and are to be f.o.b. destination, including charges for inside delivery, assembly and placement – No Exceptions.** 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. In the event of a discrepancy between the unit prices and the total cost extension, the unit price will govern. The total bid is to be the sum of the quantity times the unit price for each item.
6. The bidder must show a successful track record in the performance of like work or supply of like product. Three (3) references including business name, address, phone number, contact person and scope of product or service provided are to be submitted with the bid package.

7. The bidder, upon request, shall submit samples for any or all items on which a price is quoted, within five (5) days after such request is made. 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 sheets. Samples may be returned at the expense of the bidder. The District assumes no responsibility for any damage incurred in testing samples.
8. 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 item(s) promptly and that they have been regularly engaged in such business.
9. **Inside delivery, assembly and placement of all items must be scheduled after July 1, 2024; and the date is tentative to the completion of construction of the facility. If you cannot meet this delivery requirement, please indicate the expected delivery date in your bid. Materials are to be delivered directly to the weight room facility.**

III. GENERAL CONDITIONS:

1. A portion of this contract is being funded through the Federal American Rescue Plan (ARP) – Elementary and Secondary School Emergency Relief (ESSER) Program, using COVID-Relief Funds. Accordingly, the terms listed in The Addendum for Contracts Using Federal Funds, hereto attached, are applicable. **(Not applicable for this project)**
2. Unless otherwise requested on the Specifications, all items shall be guaranteed by the vendor against defects in workmanship and materials for a period of one (1) year from the date of final acceptance by the District or the manufacturer's stated warranty, whichever is longer. If applicable, 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 vendor and/or installer shall agree to promptly remedy any defects due to imperfect workmanship or materials found not to comply with Specifications.
3. A purchase order issued by the District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the District.
4. All items listed on the purchase order(s) must be delivered as soon as possible. Delivery locations are to be as stipulated on the purchase order(s). Deliveries are to be made inside 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 packaged separately.
5. Items shipped **DIRECT FROM THE FACTORY** must show Lebanon School District purchase order numbers on the cartons.
6. Invoices must be submitted covering each shipment. They should show Lebanon School District item numbers, the same as packing slips. No photocopy of a Bid or Purchase Order will be accepted in lieu of an itemized invoice.
7. The bidder agrees to repair any damage to the District's buildings and/or premises, caused in the delivery assembly and placement of bid items and/or services, and further agrees to remove all dirt and debris resulting from delivery.

8. 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 the vendor's negligence.
9. The District reserves the right to cancel for cause, any contract awarded as a result of this Bid subject to 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.
10. If the Lebanon School Board does not allocate funds needed to make payments beyond the District's then-current fiscal period, the District shall not be required to make such payments, and the purchase order shall be considered terminated.
11. 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 specified, and that all of the articles shall be subject to the inspection and approval of the District. Acceptance of delivery of materials or equipment to the site shall not constitute final acceptance by the District. In the event that any articles are rejected as damaged, 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 expense of the successful bidder.
12. In the event that the successful bidder should neglect or refuse to furnish or deliver any articles or any part thereof, or to replace any articles which are rejected as stated in the preceding paragraph, then the District is authorized and empowered to purchase articles in conformity with this order from such 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 District.
13. The District is an equal opportunity employer.
14. 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, sex, handicap or disability.
15. Bidder shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Bidder, the District shall notify Bidder of the request and Bidder shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Laws.

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1000 S. 8th St, Lebanon, PA 17042

2023 – 2024 Weight Room and Cardio Equipment

Appendix A: Bid Specifications

I. OVERVIEW:

The Lebanon School District is issuing this Request for Proposal (RFP) to solicit qualified vendors to provide equipment for weight room equipment and cardio equipment.

Project 1 = Weight Room Equipment
Project 2 = Cardio Equipment

Requirements: Equipment Lists for each project are provided in the attached Bid Cost Submission Sheets.

Alternate pricing is requested for polyurethane coated Olympic weight plates with grip, cast iron Olympic weight plates with grip, rubber dumbbell sets and power blocks (adjustable dumbbell sets).

As requirements, the vendor must:

1. provide instruction manuals/training on use of items to staff
2. provide warranty/extended warranty information
- 3. Inside delivery, assembly and placement of all items must be scheduled after July 1, 2024; and the date is tentative to the completion of construction of the facility. If you cannot meet this delivery requirement, please indicate the expected delivery date in your bid. Materials are to be delivered directly to the weight room facility.**

II. Evaluation Criteria:

A. Proposals will be evaluated based on a uniform set of criteria, consisting of the following categories:

Total Cost as detailed on the Bid Submission Sheet	50 points
Quality of Materials	30 points
Warranty/Extended Warranty	10 points
Delivery/Assembly of Materials	10 points
Total	100 points

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Appendix B: Bid Cover Sheet

Company Name _____

Address _____

Contact Person _____

Telephone Number _____

E-mail Address _____

Web Site Address _____

FIRST, the undersigned has carefully examined all bid documents and specifications for the Weight Room and Cardio Equipment bid and agree to furnish and perform the specified services for the Lebanon School District.

SECOND, the quoted prices are listed as firm for a period of ninety (90) days after the due date of this Bid.

THIRD, Inside delivery, assembly and placement of all items must be scheduled after July 1, 2024; and the date is tentative to the completion of construction of the facility. If you cannot meet this delivery requirement, please indicate the expected delivery date in your bid. Materials are to be delivered directly to the weight room facility.

FOURTH, the company agrees to furnish the bid items for the amount quoted in the attached Bid Submission Sheets.

FIFTH, the company agrees to the terms as stated in the ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS. **(Not applicable for this project)**

_____ Years company has been in business of distributing bid items herein.

I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this bid package are accurate.

Signature_____

Date_____

Printed Name_____

Title_____

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Appendix C: Bid Cost Submission Sheet
50 Points

See Attached Electronic Bid Cost Submission Spreadsheets:

- 1. Project 1 – Lebanon Cedars Weight Room**
- 2. Project 2 – Lebanon Cedars Cardio Room**

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Appendix D: Non-Collusion Affidavit

Instructions:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antidid-Rigging Act, 73 P.S. 1611 et sec., 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 statement 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 associated 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 non-competitive 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 may result in disqualification of the bid.

NON-COLUSION 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**

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Appendix E: Newspaper Advertisement

The Lebanon School District will receive sealed bids for **2023 – 2024 Weight Room and Cardio Equipment.**

The bids, addressed to Kelly E. Herr, Business Manager, will be received at the Lebanon School District, 1000 South Eighth Street, Lebanon, PA 17042 until **3:00 PM** local time, **Tuesday, May 7, 2024**, at which time they will be publicly opened and read in the District Board Room.

All information concerning specifications and Prebid meeting may be obtained from the district website at www.lebanonsd.org.

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.

Kathryn D Minnich
School Board Secretary

To be published in and provide proof of publication:

Lebanon Daily News: 4/7/24, 4/14/24, 4/21/24
Lancaster Newspapers: 4/7/24, 4/14/24, 4/21/24