

LANCASTER COUNTY CAREER & TECHNOLOGY CENTER
HEAVY EQUIPMENT PROGRAM

March 9, 2021

The Lancaster County Career & Technology Center is interested in receiving bids for the purchase of the equipment as outlined below. The Center reserves the right to select units in its best financial interest. Bid units must include all costs, including delivery, fees, etc. The Center reserves the right to independent inspection of the equipment offered, and furthermore reserves the right to accept or reject any or all bids upon inspection.

Please bid based on the following specifications. **Product specification sheets should also be included with the bid response.** We are also offering a trade-in option. Trade-in equipment can be inspected at the Heavy Equipment Operation Program by contacting Tom Wolfe at (717) 380-7352. See below for more details. A sealed bid response sent to the Willow Street Campus must include all forms in the accompanying Bid Instructions and General Conditions. Any questions regarding the enclosed forms should be directed to Amanda Allison at (717) 464-7055.

Note times outlined in the accompanying Bid Instructions and General Conditions – bids may not be withdrawn within 60 days of bid opening date (Par. 6) and delivery must be made within 45 days of bid award (Par. 8b). LCCTC reserves the right to cancel the order if timeframes are not met.

Sealed bids to be delivered to: Willow Street Campus, 1730 Hans Herr Drive, Willow Street, PA 17584

Sealed bids due no later than: 2:00 P.M. EST on Monday, April 12, 2021

Bid award to be announced at the April 22, 2021 Joint Operating Committee meeting

***BID SPECIFICATIONS FOR WHEEL LOADER:**

Specifications Must Include:

- Year: 2018 or newer
- Hours: Less than 2,500 total hours
- 50% or greater tire tread remaining
- Engine block heater
- Rev cooling fan
- Cab air conditioning and heat
- Rear color camera
- Heated mirrors
- Third valve
- Hydraulic quick coupler
- Boom suspension system
- 3-yard bucket
- Lifetime arm, frame and joint warranty
- 60-day warranty beginning on date of delivery

OPTIONAL TRADE-IN VALUE:

1988 Caterpillar 936E

- Serial Number 33703881
- 9,000 hours

***BID SPECIFICATIONS FOR SKID LOADER:**

Specifications Must Include:

- Model Year: 2017 or Newer
- Horse Power: Minimum 70 Horsepower (diesel powered)
- Rated Operating (Lift) Capacity: 2,400 lbs minimum
- Operating Weight: 8,000 to 9,200 lbs
- Hours: Maximum of 2,000 total hours
- Controls: Selective joystick controls
- Track machine
- Must include bucket
- Quick attach system
- Quick connect auxiliary hydraulics
- Cab air conditioning and heat
- 30-day warranty beginning on date of delivery

OPTIONAL TRADE-IN VALUE:

New Holland L180

- VIN N6M434958
- 2,656 hours

*Please see Paragraph 7 (b) of the accompanying Bid Instructions.

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Space is provided below to supply prices for any or all of the equipment requested, as well as the optional trade-in equipment. Bidders are not required to submit prices for all of the lines below, but product specification sheets must be provided for each price provided. There should be no quantity discounts offered because we cannot guarantee quantity purchasing until bids are opened.

ITEM	ITEM NAME / DESCRIPTION	QTY	SPECIFY YOUR BID RESPONSE MAKE/MODEL/PRICE
1	2018 or Newer Wheel Loader per above bid specifications	One (1)	
1A	Less: Trade-In Value for Lancaster County Career & Technology Center Caterpillar 936E (Optional)	One (1)	
2	2017 or Newer Skid Loader per above bid specifications	One (1)	
2A	Less: Trade-In Value for Lancaster County Career & Technology Center New Holland L180 (Optional)	One (1)	

Equipment to be delivered to: Brownstown Campus, 231 Snyder Rd, Ephrata, PA 17522

(Note: LCCTC is a tax-exempt agency, so do not include sales tax in above price)

_____ Company Name

_____ Signature

_____ Print Name

_____ Title

LANCASTER COUNTY CAREER & TECHNOLOGY CENTER

Instructions to Bidders and General Conditions

1. Purpose. These Instructions to Bidders and General Conditions are intended to provide interested vendors with sufficient information to enable them to prepare and submit bids for consideration by the Lancaster County Career & Technology Center ("LCCTC"). The request for bids is issued by the LCCTC.

2. Discrepancies in Specifications. If any bidder finds a discrepancy in or omission from the Specifications, including but not limited to any insufficient detail with respect to size, capabilities or any other matters, the bidders shall submit a written request for clarification to **Amanda Allison** at LCCTC's Willow Street Campus, 1730 Hans Herr Drive, Willow Street, Pennsylvania, 17584. The person submitting the request shall be responsible for its prompt delivery. Any written response, clarification or correction deemed appropriate by LCCTC will be provided in writing to all known bidders. LCCTC will not provide individual explanations or interpretations.

3. Submission of Bids:

(a) In order to be considered for selection, proposals must be submitted only on the "Bid Proposal" form provided by LCCTC, completely filled out and signed as provided in these instructions. LCCTC shall not be bound by any inconsistent or supplemental terms contained in any form submitted by a bidder. Do not alter the wording of the Bid Proposal form. Conditions, limitations or provisions added to the Bid Proposal may be cause for rejection of the Bid.

(b) Submit all proposals in a **sealed** envelope addressed to the Career & Technology Board for Lancaster County at LCCTC's Willow Street Campus, 1730 Hans Herr Drive, Willow Street, PA 17584 marked "**BID FOR FOLLOWING: Heavy Equipment.**"

(c) Bid prices must include delivery to the schools designated in the Specifications. If the Specifications require placement, setup, installation, test operating or furnishing of instructions, bidders also must include these items in their bid price. No additional charges of any kind, including charges for boxing, packing, cartage or other extras, will be allowed.

(d) All bids submitted shall be for new equipment or components, unless the Specifications authorize used materials.

4. Response Date. In order to be considered for selection, bids must be **RECEIVED** at the LCCTC's Willow Street Campus no later than **2:00 P.M.** prevailing time on **Monday, April 12, 2021.**

5. Opening of Bids: Bids will be opened and read publicly at **2:00 P.M.** prevailing time on **Monday, April 12, 2021** at LCCTC's Willow Street Campus.

6. Withdrawal. Except as may be permitted by the Pennsylvania Bid Withdrawal Act (73 P.S. § 1601 *et seq.*), bidders may not withdraw any bid for a period of sixty (60) days after the date set for bid opening.

7. Basis for Award: Standard of Quality of "Equal To".

(a) LCCTC reserves the right to consider quality, durability, product life, operating costs, incidental related costs, operating efficiency, life cycle cost, warranty provisions, prior experience and other factors related to suitability to the school's educational programs or otherwise, even though the articles selected may not be the lowest in price of those offered. In determining the lowest responsible bid, LCCTC may consider the bidder's financial standing, reputation, experience, resources, facilities, judgment and efficiency. No bid shall be accepted from a bidder who is in arrears to LCCTC upon any debt or contract, who has defaulted on surety or otherwise upon any obligations to LCCTC, or whose work or performance LCCTC previously has found to be unsatisfactory. LCCTC reserves the right to require references

from any bidder to assist in determining bidder responsibility.

(b) Any makes, models or trade names mentioned in the Specifications are for the purpose of stating a standard, type, quality or cost and (except where "No Substitutions" is specified as to any item or class of items) are not intended to limit bids to that one product, but rather to describe a standard desired or acceptable, and to establish a basis for equality. Determination as to whether an offered article is "equal to" the trade name included in the Specifications shall be vested solely in LCCTC.

c) In any case where "No Substitutions" is specified as to any item or class of items, the bidder shall bid to furnish either the exact item specified or any item which LCCTC has, prior to the receipt of bids, approved in writing as being of equal kind and quality. Any bidder who desires to submit a request for such approval shall deliver the complete details on the proposed substitution in writing to **Amanda Allison** at LCCTC's Willow Street Campus on or before **Monday, April 12, 2021**. Any bidder who proposes a substituted item will be required to demonstrate that the item to be substituted is of equal kind and quality. LCCTC shall have full power and authority to reject any proposed substitution, which, in its opinion does not meet the Specifications or otherwise fails to match the quality of performance of the particular articles on which bids are invited. Any bid for a substitute item which does not have LCCTC's prior written approval (where "No Substitutions" is specified) will be rejected.

(d) Any motor vehicle for which a bid is submitted shall be manufactured in North America, as required under the Pennsylvania Motor Vehicle Procurement Act, 73 P.S. §1891. et seq.

8. Time and Place of Delivery and Payment

(a) All items are to be delivered as per the Specifications.

(b) All deliveries shall be made within forty-five (45) days after Notice of Contract Award is mailed to the bidder at the address shown on the Bid Proposal by first class mail, postage prepaid. It is agreed that time is "of the essence" for this contract.

(c) All invoices are to be sent to LCCTC at LCCTC's Willow Street Campus. Payment will be made within thirty (30) days after receipt of invoice, provided delivery has been made and the equipment has been found to be acceptable. Separate invoices shall be rendered for each delivery, and each invoice shall be accompanied by a copy of the delivery ticket signed by an authorized LCCTC representative.

~~9. Bid Bond. Each bid shall be accompanied by a Bid Bond in an amount not less than fifteen percent (15%) of the amount of the bid or a certified check drawn in favor of the LCCTC. The surety on the Bid Bond shall be authorized to do business as a surety in Pennsylvania. If the bidder defaults (as provided in paragraph 15 of these Instructions), then LCCTC shall be entitled to collect under the Bid Bond in accordance with its terms. The bidder agrees, however, that the Bid Bond does not represent the exclusive remedy available to LCCTC in the event of a bidder's default, and that in the event of such a default, LCCTC shall be entitled to recover all damages incurred. **ANY BID SUBMITTED WITHOUT BID BOND/CERTIFIED CHECK WILL NOT BE CONSIDERED.**~~

10. Change of Quantities. LCCTC may order extra or reduced quantities of the items bid on, provided such changes do not amount to more than ten percent (10%) of bid quantities.

11. Contract Documents. The contract between LCCTC and the successful bidder will consist of (a) the Advertisement for Bids, (b) these Instructions to Bidders and General Conditions, (c) the General Conditions, if included with bid packet, (d) the Specifications, (e) the bidder's executed Bid Proposal and (f) LCCTC's Notice of Contract Award. No separate written contract or purchase order" will be issued. LCCTC's mailing or other delivery of Notice of Contract Award shall complete the formation of the contract between the parties, and successful bidders shall proceed to fill orders and ship items listed on Notice of Contract Award without any further communication.

12. Informalities: Rejection of Bids. LCCTC expressly reserves the right to accept or reject any or all proposals, or parts thereof, to waive any informalities or irregularities in the proposals received and to accept proposals which are in the best interest of LCCTC.

13. Bidder's Status Prior to Execution of Contract. No rights shall accrue to any person submitting a bid or proposal until LCCTC has accepted such bid and issued a Notice of Contract Award to the successful bidder. LCCTC shall not be liable for any cost incurred by any bidder except the successful bidder, and then only to the extent provided for in the Specifications.

14. Inspection of Goods. It is a condition of this transaction that, in the event LCCTC shall accept and pay for a shipment but later discover that all or any part of the shipment was damaged during transit or for any reason does not conform to the Specifications, the bidder having delivered the shipment shall replace the damaged or nonconforming items with items that meet the Specifications at no additional cost to LCCTC.

15. Default by Bidder. In the event that the successful bidder shall neglect or refuse to furnish and deliver the items or any part thereof as provided in the Notice of Contract Award or to replace any items which are rejected in accordance with these Instructions, LCCTC shall be entitled to purchase replacements in conformity with the Specifications from such party or parties and in such quantities and in such manner as it shall select at the expense of the successful bidder, reserving to itself all rights for damage which may be incurred by LCCTC.

16. Assignment. The bidder agrees that if it is awarded the contract, it shall not assign or transfer the contract unless it receives written permission to do so from LCCTC.

17. Execution of Bid Proposal.

Bid Proposal shall be executed in the following manner:

- A. INDIVIDUAL Individual bidders shall sign the Bid Proposal personally.
- B. PARTNERSHIP Where the bidder is a partnership, the Bid Proposal shall be signed in the name of the partnership by a general partner.
- C. CORPORATION Where the bidder is a corporation, the Bid Proposal shall be signed by an officer with authority to bind the corporation to a contract, and attested by the secretary or assistant secretary
- D. Where the bidder trades under a fictitious name, the Bid Proposal shall include the fictitious name and the name(s) of the person(s) or corporation(s) carrying on the said business.

18. Applicable Laws. All applicable laws shall be deemed to be part of these Instructions to Bidders and General Conditions, the Specifications and the contract between LCCTC and the successful bidder, all of which shall be read and enforced as though such laws were incorporated in their entirety.

LANCASTER COUNTY CAREER & TECHNOLOGY CENTER
BID FORM

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

Pursuant to your advertisement for bids, the undersigned agrees to furnish and deliver to one or more campuses of the Lancaster County Career & Technology Center, as required under the applicable specifications, such items of this bid as you may accept, in full accordance with your specifications and General Conditions, which the undersigned acknowledges are incorporated into this proposal by reference. In connection with this proposal, the undersigned acknowledges and agrees to follow:

FIRST, that we have carefully examined the advertisement for bids, Instructions to Bidders and General Conditions, General Conditions (if included with bid packet), Specifications and Bid Form, and in accordance with same, submit this bid and agree to furnish the item(s) specified for the sum(s) indicated below.

SECOND, that this bid is subject to all terms of the foregoing documents, and we hereby agree to enter into a contract to furnish such items based upon and as required by such documents.

THIRD, that the prices quoted herein are exclusive of federal excise and Pennsylvania state sales tax.

FOURTH, that the prices quoted herein are firm for a period of sixty (60) days after the date established for bid opening.

FIFTH, that in submitting this proposal, the undersigned has received and included in this bid the instructions and information contained in the following addenda (if any):

The foregoing bid is signed and submitted by:

If Bidder is an Individual:

Sign Here: _____ (Date)

If Bidder is an Individual trading under a fictitious name or a Partnership:

Sign Here: _____ (Date)

Title: _____

Trading as: _____

If Bidder is a Corporation:

Name of Corporation: _____

By: _____ (Date)
(President or Vice President)

Attest: _____

Instructions for Non-Collusion Affidavit

1. A Non-Collusion Affidavit is material to any contract awarded by Lancaster County Career & Technology Center. According to the Pennsylvania Antibid-Rigging 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 to which this Affidavit is attached.
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 this Affidavit should examine it carefully before signing and be certain that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidding with responsibilities for the preparation, approval or submission of the bid.
4. In the case of 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 may result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I state that I am _____ of _____
Title Name of Firm

and that as such I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers in connection with the bid to which this Affidavit is attached. I am the person responsible in my firm for the price(s) and 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 the 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. Neither my firm, nor any of its affiliates, subsidiaries, officers, directors or employees, are currently under investigation by any governmental agency and have not in the last four years been convicted of 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.

I state that my firm understands and acknowledges that the above representations are material and important, and will be relied upon by the Lancaster County Career & Technology Center in awarding the contract 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 of the true facts relating to the submission of bids for this contract.

Signature: _____

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

Notary Public: _____

My commission expires: