



State College Area School District
240 Villa Crest Drive
State College, Pa. 16801

Please respond as requested to the enclosed request for bid (RFQ) solicitation. Vendors must complete, sign and return this cover sheet validating any quotation submitted. Signing below affirms that the Vendor has examined the administrative and contractual obligations as well as the mandatory requirements and specifications and submits this quotation accordingly. The Vendor also certifies that all prices contained herein are exclusive of federal excise and Commonwealth of Pennsylvania state sales tax and that shipments tendered hereunder shall be F.O.B. destination, freight included unless noted to the contrary. All signatories must be authorized to bind the Vendor by contract. The State College Area School District Board of School Directors reserves the right to make any and all decisions related to this solicitation in the best interest of the District.

Company Name _____

Address _____ Telephone Number _____

Facsimile Number _____ Email Address _____

Payment Terms _____ Prices quoted are firm until _____

Please indicate your officially recognized business classification, per federal guidelines, by circling the appropriate designation(s) below.

Large

SBA Certified

Small

Historically Underutilized Business Zone

Minority/Disadvantaged

Veteran

Woman Owned

Service Disabled Veteran

Signature _____ Date _____

Title _____

State College Area School District
240 Villa Crest Drive
State College, PA 16801

REQUEST FOR BID

RFQ #2018/19-07

RFQ Title: Epson Short Throw Projectors

Release of RFQ: October 18, 2018
Due Date: November 6, 2018

**REQUEST FOR BID
EPSON SHORT THROW PROJECTORS
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**STATE COLLEGE AREA SCHOOL DISTRICT
REQUEST FOR BID
TITLE: EPSON SHORT THROW PROJECTORS**

The State College Area School District, through this request for bid, is seeking a provider of Epson short throw projectors as specified herein. No substitutes will be considered.

Bid Instructions

Address Instructions

Suppliers should prepare an original written bid and one (1) copy signed by an officer of the company who is authorized to bind the company by contract. Such bids should be submitted in a sealed envelope marked "Epson Short Throw Projector bid, request for bid #2018/19-06", and addressed to the following:

State College Area School District
Ms. Mary Jenn Dorman, Board Secretary
240 Villa Crest Drive
State College, PA 16801

Delivery

Bids must be received at the above address no later than 1:30 p.m. prevailing time on Tuesday, November 6, 2018. Facsimile transmissions are not acceptable. Bids submitted or received after that date will not be accepted or considered. Bidders may submit changes or addenda to their response in writing, signed in original ink by the original bid signatory, and cross referenced clearly to the relevant bid section, in a sealed envelope, prior to the bid due date. Such changes/addenda must meet all requirements for the request for bid. Bidders may not make unilateral changes, to include supplementation, unless specifically requested by the district as part of the evaluation and/or negotiating process as detailed within the Decisions Regarding Bids paragraph on page 2 of this request for bid. Bids may be withdrawn up to 48 hours after the bid due date. The method of transmittal of the bid is at the supplier's risk.

Bid Format

Bids should be prepared simply and economically, providing a straightforward, concise description of the supplier's ability to meet the requirements of the request for bid. If a specification is not applicable, or if there is no response, so state.

Decisions Regarding Bids

The State College Area School District (SCASD) reserves the right to:

- Make all decisions regarding this bid, including, without limitation, the right to decide whether a bid does or does not substantially comply with the requirements of this request for bid.
- Accept, reject, or negotiate modifications in any terms of supplier's bids or any parts thereof.
- Reject any or all bids received.
- Waive any irregularity or technicality within a supplier's bid.

The SCASD shall not be responsible for any cost incurred by the supplier in the preparation of this bid. It must be specifically understood that this request for bid does not create any obligation on the part of the SCASD to enter into any contract or undertake any financial obligation with respect to the requirement referred to herein. Any supplier who expends time or money prior to award, does so at the supplier's own risk and expense. The supplier understands that, if selected, the SCASD reserves the right to provide its opinion publicly and privately regarding the supplier's performance.

Bidder Inquiries

No negotiations, decisions, or actions shall be executed by any supplier as the result of any oral discussions with any SCASD employee. Only those transactions that are in writing shall be considered valid. The SCASD shall only consider communications from bidders that are in writing or e-mailed. Inquiries concerning this request for bid shall be submitted to:

State College Area School District
Mr. Kevin M. Stahl, Purchasing Manager
240 Villa Crest Drive
State College, PA 16801
kms57@scasd.org

Answers to a supplier's inquiries will be made available in writing to all request for bid recipients. Please include a return facsimile number or e-mail address to facilitate a response.

Bid Enhancements

Request for bid recipients are encouraged to provide the SCASD with useful information that will improve the quality and/or price of all bids. In the event that a request for bid recipient shares such useful information with the SCASD and such information requires a modification of the specifications, all request for bid recipients will be notified of the information and the amendment to the specifications and be entitled to modify their bid, only

with respect to the modification of the specifications, within a period of time stipulated by the SCASD.

Supplier Presentations

Part of the bid evaluation process may include a formal presentation from the selected highest-ranking bidder(s). If invited, suppliers should use this presentation to provide evaluators with further insight regarding their bid and to clarify any issues that may exist.

Review Criteria

The SCASD will review all valid bids with particular emphasis on:

1. Cost of goods and/or services to be purchased by the SCASD.
2. Supplier's record of performance and service in primary and secondary education.
3. Supplier's conformance to request for bid specifications, requirements, terms, conditions, provisions, and responses to criteria for award as outlined within the request for bid.
4. Extent of Supplier's experience, stability, supporting resources, and management.
5. Supplier's overall financial package including early payment discounts.
6. Innovative offering and solutions to further enhance the partnership beyond the bid.
7. Supplier's financial stability. Evidence of financial ability to meet operational requirements.
8. Delivery date.

Estimated Time Table

Issue Bid Request	October 18, 2018
Last Day for Inquiries	October 30, 2018
Bid Submittal	November 6, 2018
Final Negotiations	Early November, 2018
Contract Execution	Late November, 2018
Desired Delivery	January 31, 2019

Bid Validity

Bids should be considered valid for at least 180 days from the bid submission deadline or as mutually agreed between the parties.

Site Visits

Suppliers shall be permitted site visits to the SCASD. To preclude unnecessary conflicts with normal business operations, suppliers should request a site visit by written correspondence to:

State College Area School District
Mr. Kevin M. Stahl, Purchasing Manager
240 Villa Crest Drive
State College, PA 16801
E-mail: kms57@scasd.org

Proprietary Information

Information provided in your response to this request for bid will be held in confidence and will not be revealed or discussed with competitors. All material submitted becomes the property of the SCASD and may be returned only at the district's option. Bids submitted become the property of the SCASD and may be reviewed and evaluated by district personnel and/or agents or consultants of the SCASD, except for competitors, at the discretion of the SCASD regardless of statements contained within the supplier's response to the contrary. The SCASD has the right to use any or all concepts presented in any reply to the request for bid. Selection or rejection of a bid does not affect this right.

Information provided by the SCASD to the requesting supplier for the purpose of providing a response to the request for bid is the property of the SCASD. As such, said information is to be kept in strictest confidence and used only for the intended use of this request for bid. This request for bid shall not be distributed to others without the express written consent of the SCASD.

General Terms and Conditions

Definitions

"Contract" means the entire written agreement between the parties, including, but not limited to, the request for bid and its specifications, terms and conditions, solicitation instructions, solicitation addenda, contract amendments, and any SCASD purchase order issued.

"Contractor" means a person or organization with whom the State College Area School District (SCASD) has contracted for the provision of goods and services under a contract, and is synonymous with "Vendor", "Seller", "Bidder" or "Supplier".

"Service" means all benefits provided to the district from the Supplier.

"SCASD" means the State College Area School District and is synonymous with "Buyer", "District", or "Owner".

Mandatory Requirements

Contract Term

The contract term will be for an initial purchase of Epson short throw projectors with pricing held firm for 180 days for additional purchases as required.

Contract Law

Any contract resulting from this request for bid will be subject to the laws of the Commonwealth of Pennsylvania and the Pennsylvania Department of Education. The total contract shall include this request for bid, the supplier's bid response, and the negotiated and executed contract between the parties.

Contract Assignment

No portion of any resulting contract may be sublet, sub-contracted, or otherwise assigned by the supplier without the prior written consent of the SCASD.

Indemnification

The work performed by the supplier shall be at the risk of the supplier exclusively. To the fullest extent permitted by law, supplier shall indemnify, defend (at supplier's sole expense) and hold harmless the owner, joint ventures, representatives, members, designees, officers, directors, employees, agents, successors and assigns ("Indemnified Parties") from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of actions, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs) ("Claims") which arise or are in any way connected with the work performed, materials furnished, or services provided under this agreement by supplier or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the supplier, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission or negligence of the Indemnified Parties, whether active or passive. Supplier shall not be obligated to indemnify or defend owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Supplier's indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated and any and all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

Contract Changes

During the period of the contract, no changes will be permitted to any of the conditions and specifications unless the supplier receives written approval through the SCASD for such changes.

Contract Cancellation

Cancellation for cause: The SCASD may terminate this agreement for cause based upon the failure of the supplier to comply with the terms and/or conditions of the agreement provided that the SCASD shall give the supplier written notice specifying the supplier's failure. If within 30-days after receipt of such notice, the supplier shall not have either corrected such failure and thereafter proceeded diligently to complete such correction, then the SCASD may, at its option, place the supplier in default and the contract shall terminate on the date specified in such notice. In addition, the SCASD is authorized and empowered to have such other party or parties complete the work in conformance with the specifications, in such manner, as it shall select at the expense of the successful RFQ vendor, or to cancel the contract reserving to the district all rights for damages that may be incurred by the SCASD.

Risk of Loss, Destruction or Damage

The SCASD will not be responsible for any theft, destruction of, or damage to equipment from any cause, with the exception of negligence or willful acts by an employee(s), agents of the SCASD, sub-contractors, or students.

The SCASD will notify the supplier immediately of any theft, destruction or damage, then at the supplier's option, the equipment can either be repaired so that it is in good condition and working order, or replaced with similar aged equipment or newer.

Assignment/Subcontract/Successors

Supplier shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities, in whole or in part, without the prior written approval of the SCASD. No such written approval shall relieve supplier of any obligations, and any transferee or subcontractor shall be considered the agent of the supplier. The supplier shall remain liable to the SCASD as if no such assignment, transfer, or subcontract had occurred. A financing arrangement will not be considered a subcontract to the extent that the district's involvement will only be to verify placement of the equipment.

Right to Audit

The awarded supplier is responsible for keeping accurate and reasonable records related to its performance and obligations under any executed agreement. In particular, records will be kept documenting any price, cost or budget computations required under the contract. The supplier agrees that the SCASD or its duly authorized representative has the right to audit any directly pertinent books, documents, papers and records related to

transactions and/or performance of the terms and conditions of any contract. The supplier shall make available to the SCASD or its agents all such records and documents for audit on the supplier's premises during regular and reasonable working hours. The supplier further agrees to disclose within 90 days of receipt, any independent auditors' reports, which bear directly on the performance or administration of the agreement. The right to audit shall include periodic examinations of records throughout the term of the contract and for a period of seven (7) years after its termination. The right to audit shall also apply to agents and subcontractors hired by the supplier for the purpose of fulfilling the contract. In the event that audits discover substantive findings related to fraud, misrepresentation or non-performance, the SCASD may recoup the costs of the audit work from the supplier.

Permits, Licenses, Taxes and Certificate of Authority

The supplier shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments under which the contract will be performed.

The supplier must furnish certification of authority to conduct business in the Commonwealth of Pennsylvania as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. The supplier need not be registered as a prerequisite for responding to this request for bid.

The supplier shall be responsible for any and all taxes and assessments arising out of the operation, but not limited to, payroll and personal property taxes, franchise taxes, sales and use taxes, and income taxes. All prices stated shall be net prices including delivery and exclusive of taxes from which the SCASD is exempt. Exemption certificates will be provided by the SCASD upon request by the awarded supplier.

W-9 Form

In accordance with federal law, the awarded supplier must complete, sign and return to the SCASD the Internal Revenue Service Request for Taxpayer Identification Number and Certification form. This is commonly referred to as the W-9 form. Payments will not be rendered by the SCASD for supplier performance until such has been received.

Insurance

Upon execution of an agreement, and prior to the supplier's commencing any work or services, the supplier shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the supplier shall provide the SCASD with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or a substitute form providing equivalent coverage) naming the SCASD as

Additional Insureds thereunder. Additional Insured coverage shall apply as primary insurance with respect to any other insurance afforded to the SCASD. The coverage available to the SCASD, as Additional Insureds, shall not be less than \$1 million Each Occurrence, \$2 million General Aggregate, \$2 million Products/Completed Operations Aggregate, and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by the Supplier. All coverage shall be placed with an insurance company duly admitted in the State of Pennsylvania and shall be reasonably acceptable to the SCASD. All Suppliers insurance carriers must maintain an A.M. Best rating of B++ or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

The insurance coverage required in the previous paragraph shall be of sufficient type, scope and duration to ensure coverage for the SCASD for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the SCASD.

Each Certificate of Insurance shall provide that the insurer must give the SCASD at least 30 days' prior written notice of cancellation and termination of the supplier's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the supplier shall supply the SCASD with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy.

Said new and replacement endorsements shall be similarly endorsed in favor of the SCASD as set forth above.

Additionally, and prior to commencement of the work, the supplier shall provide the SCASD with a Certificate of Insurance showing liability insurance coverage for the supplier and any employees for Workers Compensation, Employers Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to the SCASD. Coverage limits shall be no less than the following:

Workers Compensation and Employers Liability Insurance: As required by law and affording 30 days written notice to the Supplier⁷ prior to cancellation or non-renewal. Limits are to be a minimum of \$100,000. each Accident, \$500,000. Disease policy limit, \$100,000. Disease each Employee.

Business Automobile Liability Insurance: Written in the amount of not less than \$1 million Each Accident.

Umbrella Liability Insurance: The coverage shall not be less than \$2 million Each Occurrence, \$2 million Aggregate. Such insurance shall provide coverage over and above the stated General and Automobile liability limits.

Discrimination Prohibited

According to 62 Pa. C.S.A. 3701, the supplier agrees that:

1. 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.
2. 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 on account of gender, race, creed, or color.
3. The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

Human Relations Act

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 prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, suppliers and others. The supplier shall agree to comply with the provisions of this act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

Competent Workmen

No workmen shall be regarded as competent first class, within the meaning of this act, except those who are duly skilled in their 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 rates of wages paid for such hours by employers or organized labor in doing of similar work in the district where work is being done.

Provision for The Use of Steel and Steel Products Made in the U.S.

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 supplied in the performance of the contract, only those produced in the

United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

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 clarifications and penalties.

Cash Allowances

Cash allowances are prohibited.

Non-Collusion Affidavit

The Supplier/Contractor, in accordance with Pennsylvania Department of Education requirements, must sign an affidavit of non-collusion which has been attached hereto. This document must be signed and returned with the bid response submitted.

Background and Objectives:

Background

The State College Area School District desires to purchase Epson short throw projectors as specified herein.

Objectives

This request for bid is being issued for the purpose of soliciting bids for providing Epson short throw projectors.

Bid Response Required

Suppliers are hereby requested to submit formal written bids for Epson Short Throw Projector Model BrightLink 710Ui. No substitutes will be considered.

1. Cost for 60 each Epson Short Throw Projector BrightLink 710Ui

Each _____ Extended _____

2. Cost for 60 each Wireless Modules (ELPAP 10)

Each _____ Extended _____

3. Total freight charges to zip code 16801, 240 Villa Crest Dr. State College, PA

4. Please state the lead time after receipt of a purchase order for 60 Epson Short Throw Projector BrightLink 710Ui and 60 Epson Wireless Modules (ELPAP 10)
-

NON-COLLUSION AFFIDAVIT

State of _____
(state where executed)

SS:

County of _____
(county where executed)

I, _____, being first duly sworn, depose and say that:
(name of affiant)

1. Affiant is _____ of _____, the bidder
(representative capacity) (name of bidder)
that has submitted the attached bid.
2. Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting the bid
3. The bid is genuine and not a collusive or sham bid, or otherwise in restraint of free and competitive bidding.
4. The bidder has not been a party to any collusion with any government official or employee as to quantity, quality, or price in the prospective contract or with respect to any other terms of the prospective contract or with respect to discussions between the bidder and any governmental official concerning exchange of money or other things of value for special consideration in the letting of a contract.
5. The bidder _____ been convicted or found liable for any act
(has or has not)
prohibited by Federal or State law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years.

The bidder's statement that has been convicted or found liable for any act prohibited by Federal or State law in any jurisdiction involving conspiracy Or collusion with respect to bidding on any public contract within the last three years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that bidder on the basis of lack of responsibility.

(affiant's signature)

Sworn and subscribed to before me
This _____ of _____, 20____.

Notary Public