



July 22, 2024

The Central Pennsylvania Institute of Science and Technology (“CPI”) is interested in receiving bids for the purchase of the equipment as outlined on the Bid Equipment List. ***Product specification sheets should accompany the bid response.***

This solicitation is a request for bids for welding equipment. The items for which bids are solicited shall be procured, based on bids received, in accordance with CPI’s procurement policies. Bid submissions for any one or more items will be received in the CPI Administrative Office, 540 North Harrison Road, Pleasant Gap, PA 16823, until, but no later than

2:00 PM EST on Thursday, August 15, 2024

Bids will be opened at CPI at the above stated time, or soon thereafter as practicable, and publicly read aloud. Any bid received after the above stated time will not be considered. Bids shall be price per unit and must include all costs, including delivery, fees, etc. The bids will be tabulated and presented to the CPI Joint Operating Committee (“JOC”) at the regular meeting following bid opening. The selected Bidder(s) shall honor the bid prices from the date of the bid opening through December 31, 2024.

CPI reserves the right to reject any or all bids; reserves the right to waive immaterial defects and irregularities; reserves the right to award bids by item or group of items, or for all or none of such items; to select other than the lowest bid if deemed in the best interest of CPI; or thereafter solicit separate bids for the same items as it deems to be in the best interest of CPI.

A sealed bid response sent to CPI must include all forms in the accompanying Bid Instructions and General Conditions.

Sealed bids to be delivered to: Central Pennsylvania Institute of Science and Technology
540 North Harrison Road
Pleasant Gap, PA 16823

Sealed bids due no later than: 2:00 PM EST on Thursday, August 15, 2024

Equipment to be delivered to: Central Pennsylvania Institute of Science and Technology
540 North Harrison Road
Pleasant Gap, PA 16823

CENTRAL PENNSYLVANIA INSTITUTE OF SCIENCE AND TECHNOLOGY

Invitation for Bid

The Central Pennsylvania Institute of Science and Technology (“CPI”), located at 540 N. Harrison Road, Pleasant Gap, PA 16823, is requesting bids for **Welding Equipment**.

Full instructions to bidders, general conditions, specifications, bid form and all documents required may be obtained at CPI or www.cpi.edu.

Bids must be received at Central Pennsylvania Institute of Science and Technology no later than 2:00 PM EST on Thursday, August 15, 2024.

All bids must be sealed and marked: **“BID FOR FOLLOWING: *Welding Equipment*”**

To be published in The Express on Tuesday, July 23, 2024, Wednesday, July 31, 2024, and Thursday, August 8, 2024.

To be published in The Gazette on Thursday July 25, 2024, Thursday, August 1, 2024, and Thursday, August 8, 2024.

Included on CPI’s website beginning July 22, 2024, until bid opening.

CENTRAL PENNSYLVANIA INSTITUTE OF SCIENCE AND TECHNOLOGY

Instructions to Bidders and General Conditions

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 Central Pennsylvania Institute of Science and Technology ("CPI").

Discrepancies in Specifications. If any bidder finds a discrepancy in or omission from the Equipment List/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 **Craig M. Livergood** at Central Pennsylvania Institute of Science and Technology, 540 North Harrison Road, Pleasant Gap, Pennsylvania, 16823. The person submitting the request shall be responsible for its prompt delivery. Any written response, clarification or correction deemed appropriate by CPI will be provided in writing to all known bidders and posted on CPI's website. CPI will not provide individual explanations or interpretations.

Verbal Communication. Verbal communication with any CPI employee, department, Joint Operating Committee Member, or organization concerning this request for bid is not binding on CPI and shall in no manner modify the bid request or the obligation of CPI or the bidder.

Submission of Bids. In order to be considered for selection, proposals must be submitted only on the "Bid Proposal" form provided by CPI, completely filled out and signed as provided in these instructions. CPI 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.

Submit all proposals in a **sealed** envelope addressed to Craig M. Livergood, Business Manager, Central Pennsylvania Institute of Science and Technology, 540 North Harrison Road, Pleasant Gap, Pennsylvania, 16823 marked "**BID FOR FOLLOWING: Welding Equipment.**"

Bid prices must include delivery to the address listed in the Equipment List/Specifications. If the Equipment List/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.

Each Bidder may present bid prices for as few, or as many as they choose. **Blank entries on the Bid Form shall be considered to denote no bid.**

All bids submitted shall be for new equipment or components, unless the Equipment List/Specifications authorizes used materials.

Response Date. In order to be considered for selection, bids must be **RECEIVED** at CPI no later than **2:00 PM** local prevailing time on **Thursday, August 15, 2024.**

Opening of Bids. Bids will be opened and read publicly at **2:00 PM** local prevailing time, or soon thereafter as practicable on **Thursday, August 15, 2024** at CPI.

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.

Basis for Award: Standard of Quality of "Equal To". CPI 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, CPI 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 CPI upon any debt or contract, who has defaulted on surety or otherwise upon any obligations to CPI, or whose work or performance CPI previously has found to be unsatisfactory. CPI reserves the right to request references from any bidder to assist in determining bidder responsibility.

Any makes, models or trade names mentioned in the Equipment List/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 Equipment List/Specifications shall be vested solely in CPI.

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 CPI 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 **Craig M. Livergood** at CPI on or before **Friday, August 9, 2024**. Any bidder who proposes a substituted item will be required to demonstrate that the item to be substituted is of equal kind and quality. CPI shall have full power and authority to reject any proposed substitution, which, in its opinion does not meet the Equipment List/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 CPI's prior written approval (where "No Substitutions" is specified) will be rejected.

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.

Time and Place of Delivery and Payment. CPI may order none, some, or all of the individual line items based upon the accepted bid(s). Orders may occur on multiple occasions during the period for which the Bids remain in effect.

All deliveries shall be made to CPI, 540 North Harrison Road, Pleasant Gap, PA 16823 between the hours of 8:00 AM and 2:00 PM.

All invoices are to be sent to CPI at Central Pennsylvania Institute of Science and Technology, 540 North Harrison Road, Pleasant Gap, Pennsylvania, 16823. Invoices must contain the purchase order number(s) issued for purchase of the awarded/delivered item(s). Payment will be made within thirty (30) days after receipt of the invoice, provided delivery has been made and the equipment has been found to be acceptable. Separate invoices shall be rendered for each delivery.

~~**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 CPI. 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 CPI 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 CPI in the event of a bidder's default, and that in the event of such a default, CPI shall be entitled to recover all damages incurred. **ANY BID SUBMITTED WITHOUT A BID BOND/CERTIFIED CHECK WILL NOT BE CONSIDERED.**~~

Change of Quantities. CPI reserves the right to increase, reduce, or delete quantities of the item(s) bid on as deemed to be in the best interest of CPI.

Contract Documents. The contract between CPI 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 Equipment List/Specifications, (e) the bidder's executed Bid Proposal and (f) CPI's Notice of Award or Purchase Order(s). No separate written contract will be issued. CPI's mailing or other delivery of Notice of Contract Award and/or Purchase Order(s) 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 and/or Purchase Order(s) without any further communication.

Informalities/Rejection of Bids. CPI reserves the right to reject any or all bids; reserves the right to waive immaterial defects and irregularities; reserves the right to award bids by item or group of items, or for all or none of such items; to select other than the lowest bid if deemed in the best interest of CPI; or thereafter solicit separate bids for the same items as it deems to be in the best interest of CPI.

Bidder's Status Prior to Execution of Contract. No rights shall accrue to any person submitting a bid or proposal until CPI has accepted such bid and issued a Notice of Contract Award to the successful bidder. CPI 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 Equipment List/Specifications.

Inspection of Goods. It is a condition of this transaction that, in the event CPI 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 Equipment List/Specifications, the bidder having delivered the shipment shall replace the damaged or nonconforming items with items that meet the Equipment List/Specifications at no additional cost to CPI.

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 Award or to replace any items which are rejected in accordance with these Instructions, CPI shall be entitled to purchase replacements in conformity with the Equipment List/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 CPI.

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

Execution of Bid Proposal.

Bid Proposal shall be executed in the following manner:

INDIVIDUAL Individual bidders shall sign the Bid Proposal personally.

PARTNERSHIP Where the bidder is a partnership, the Bid Proposal shall be signed in the name of the partnership by a general partner.

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.

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.

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

CENTRAL PENNSYLVANIA INSTITUTE OF SCIENCE AND TECHNOLOGY
BID FORM

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

Pursuant to your advertisement for bids, the undersigned agrees to furnish and deliver to Central Pennsylvania Institute of Science and Technology, 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, Appendix A (Provisions for Purchases/Contracts under Federal Grant Awards), 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 until December 31, 2024.

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):

BID FORM – SURVEILLANCE EQUIPMENT

All items proposed by bidder must be new (first time used). The items to be bid are Miller Electric Mfg. LLC brand or Equivalent Products with equivalents noted as exceptions.

- **Twelve (12) Miller Multimatic 255 208-575V, single phase (mfg. SKU: 907728) \$_____ each.**

Welders should include:

- Multimatic 255 welder (or equivalent)
- Minimum 3-year warranty
- Multiple processes capability (MIG, Stick, DC TIG)
- Power source with 10 ft industrial power cord
- 15 ft MDX-250 MIG Gun with AccuLock S consumables for .035"/.045" wire
- 10 ft cable with electrode holder and 50 mm Dinse-style connector
- 10 ft work cable with clamp and 50 mm Dinse-style connector
- Flow gauge regulator and gas hose for argon or AR/CO₂ mix
- .035"/.045" reversible drive rolls
- Extra contact tips (AccuLock S)
- Material thickness gauge

Educational Discount should be applied to pricing if applicable.

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)

Exception Summary

Please list all exceptions in your bid solution/price from the specifications listed in the bid package. Additional sheets may be attached as necessary.

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 Central Pennsylvania Institute of Science and Technology. 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 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 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 Central Pennsylvania Institute of Science and Technology 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: _____