

North Penn School District
Lansdale, Pennsylvania 19446

General Conditions for Bid

1. The North Penn School District Board of School Directors invites bidders to submit sealed bids for the furnishing and delivery of Electronic Technician Services.
2. Bids will be accepted until **2:00 PM Thursday, June 13, 2019**, at which time they will be opened at a public meeting at the **Support Services Center, 630 W. 8th St., Lansdale, PA**.
3. A pre-bid conference will not be scheduled for this bid but if you are interested in visiting the sites, please call 215-853-1051 to schedule a visit.
4. The bid should be submitted in a sealed envelope and clearly marked on the outside, **“NPSD Electronic Technician Services”**
5. Bids shall be submitted on the enclosed Bid Proposal Form. Bids must be typewritten or written with ink and signed by the individual, partners, or corporate officer.
6. The successful bidder shall bid in strict accordance with the specifications as set forth. Exceptions to the specifications must be clearly stated in the bid submission.
7. Delivery must be fully completed by; as required per the specification.
8. The North Penn School District reserves the right to reject or accept any or all bids or any portion thereof and to waive any informalities permitted by law. Bids must remain firm for a period of sixty (60) days from the date of bid opening. The School District reserves the right to select the next lowest responsible bidder if a vendor’s award total is less than \$300.00.
9. When a catalog reference follows the description of an item, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded only as a part of the description of the item, and is not intended to limit competition.
10. Bid items must be equal in all respects to those described in the specifications or referred to by catalog number. Should the bidder quote an alternate, complete specifications of the alternate must be provided, including a picture. It is the responsibility of the bidder to establish the equality of the material offered. Failure to supply these specifications may result in the rejection of your bid.
11. Bidder shall insert the price per stated unit and the total cost extension against each item in the schedule hereto annexed, which the bidder has proposed to furnish and deliver. The unit price inserted must be net and must include all delivery charges – No Exceptions. 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.
12. Bids may be awarded on an item-by-item basis. Quantities included in this bid are subject to change prior to order placement.
13. A purchase order issued by the School District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the School District.
14. No charge will be allowed for federal, state, or municipal sales or excise taxes, for which the school district is exempt by law. The bid price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
15. 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 School District. Acceptance of delivery of materials or equipment to the site shall not constitute final acceptance by the School 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.
16. 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 School 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 School District.

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17. The bidder, upon request, shall submit samples for any or all items on which a price is quoted, within three (3) 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 proposal form. Samples may be returned at the expense of the bidder. Also upon request, the bidder must supply, within three (3) days, a list of schools and/or businesses using the item indicated in their bid.
18. On bids for Services involving the furnishing of labor, materials, and/or equipment, while said Services are being performed the successful bidder must maintain in full effect the following minimum insurance coverage:
 - 18.1 Workers' Compensation.
 - 18.2 Comprehensive public liability in the sum of \$100,000 for each person and \$300,000 for each accident, including contract liability. Such shall be endorsed with a save harmless clause in favor of the North Penn School District, its officers, members, and employees.
 - 18.3 Property damage in the amount of \$50,000.
 - 18.4 Automobile and truck insurance in an amount not less than \$300,000 on account of any one accident, and property damage in amount not less than \$50,000.
 - 18.5 If special hazards, such as might result from blasting, represent a possibility, these shall be covered by a rider to the policy or policies in an amount of not less than \$50,000.

Prior to the beginning of the Service, etc., to be performed, a certificate of insurance shall be furnished to the School District showing the insurance coverages required above. The Contractor shall assume full responsibility for loss of life and property, injuries to persons, including all employees of the Contractor or Subcontractors.
19. Items shipped **DIRECT FROM THE FACTORY** must show North Penn School District purchase order numbers on the cartons.
20. Invoicing: Invoices must be submitted for each individual school, completely itemized, and covering each shipment. They should show North Penn 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.
21. ASBESTOS: In the event a contractor by virtue of his work for the District discovers asbestos, the contractor must immediately notify the District and perform no further work in connection with the asbestos. If directed by the District to remove the asbestos, the contractor must take all steps required by all federal, state, and local agencies regarding asbestos removal. The asbestos removal operations may be the subject of a change order or a supplemental contract to this contract, or a separate contract to another contractor as the District may determine. If a contractor fails to meet the requirements of the federal, state, and local regulations and these specifications related to the discovery, removal, and clean-up, the contractor shall be subject to immediate termination and the contractor shall be responsible for all costs and expenses related to the removal and cleanup of the asbestos including architect and engineering fees.
22. **DISCRIMINATION PROHIBITED**: According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:
 - 22.1 That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor, shall, by reason of race, creed or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;
 - 22.2 That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed or color;
 - 22.3 That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of this contract; and,
 - 22.4 That this contract may be canceled or terminated by the School District, 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 the contract.

General Conditions for Bid

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23. 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, 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 non-discrimination clause in 16 PA Code 349.101.
24. COMPETENT WORKERS: 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 their respective branches of labor, and who shall be paid not less than such hours by employers of organized labor in doing of similar work in the district where the work is being done.
25. 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 acceptance to any one material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal," they shall be subject to equals only as approved by the architect, engineer and/or School District.
26. COMPLIANCE WITH POLICY/LAW: Contractor 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 Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

Contractor shall maintain and provide to the District a current Child Abuse History Clearance as provided by the Pennsylvania Department of Human Services, a satisfactory PA State Criminal History Report, and a Federal Criminal History Record Report (FBI Fingerprinting) for each individual engaged by Contractor to provide services who will have direct contact with children, including Contractor (if an individual).

Contractor agrees to comply with the provisions of Act 168 of 2014, Employment History Review Law and, to the extent applicable, Act 126 of 2012, Child Abuse Recognition and Reporting Training.

Signature	Title	Date
Printed Name		
Company Name	Address	
Phone Number	Fax Number	Email Address

North Penn School District
Lansdale, Pennsylvania 19446-3807

Non-Collusion Affidavit

Instructions:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-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-Collusion Affidavit

For Bid for **NPSD Electronic Technician Services 2019-2022**

State of _____ County of _____

I state that I am _____ of _____
(Title) (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 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 non-competitive bid or other form of competitive 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 non-competitive bid.

Non-Collusion Affidavit (con't.)

5. _____, its affiliates, subsidiaries, officers, directors, and
currently under _____ employees are not
(name of my firm)

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 _____ understands and acknowledges that the above representations are material and
and
(name of my firm)

important, and will be relied on by North Penn School District 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 from the North Penn School District of the true facts relating to the submission of bids for this contract.

(Name)

and

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20____.

Notary Public

My Commission Expires

**North Penn School District
401 E. Hancock Street
Lansdale, PA 19446**

ELECTRONIC TECHNICIAN SERVICES

SCOPE OF WORK

1.0 Purpose

The purpose of this project is to repair and maintain fire alarms, PA systems, master clocks, security cameras, and access control systems at the following North Penn School District facilities:

North Penn High School 1340 Valley Forge Road Lansdale, PA 19446	Northbridge School 2374 North Penn Road Hatfield, PA 19440	Pennbrook Middle School 1201 East Walnut Street North Wales, PA 19454
Penndale Middle School 400 Penn Street Lansdale, PA 19446	Pennfield Middle School 726 Forty Foot Road Hatfield, PA 19440	Bridle Path Elementary 200 Bridle Path Road Lansdale, PA 19446
Gwynedd Square Elem 1641 Supplee Road Lansdale, PA 19446	A. M. Kulp Elementary 801 Cowpath Road Hatfield, PA 19440	General Nash Elementary 1560 Liberty Bell Drive Harleysville, PA 19438
Inglewood Elementary 1313 Allentown Road Lansdale, PA 19446	North Wales Elementary 201 Summit Street North Wales, PA 19454	Walton Farm Elementary 1610 Allentown Road Lansdale, PA 19446
York Avenue Elementary 700 York Avenue Lansdale, PA 19446	Educational Service Center 401 East Hancock Street Lansdale, PA 19446	Support Services Center 630 West 8 th Street Lansdale, PA 19446
Hatfield Elementary 1701 Fairgrounds Road Hatfield Pa. 19440	Montgomery ES 1221 Stump Road North Wales, PA 19454	

2.0 Contract

A contract will be issued to the most qualified low bidder. The terms of the contract are identical to the Terms and Conditions of the contract indicated in the beginning of this bid.

2.1 Contract Period

The contract period for this work is firm and fixed. Starting date for this contract is **July 1, 2019**. **NOTE:** This bid is for a three (3) year contract. The North Penn School District reserves the right not to renew the contract, without cause, for any subsequent year. In addition, North Penn School District reserves the right to extend this contract at the end of its term for up to an additional three years.

2.2 Contract Pricing

This contract is a combination of an hourly labor rate and a % markup for materials. The Unit Pricing is intended to be used for any required repairs. The unit pricing will include the cost of labor and percentage mark-up of materials. **The North Penn School District reserves the right to award this bid to multiple vendors. Bidders may submit an alternate pricing schedule or discount for consideration to award this contract on an all or nothing basis.**

2.3 Experience

Provide resume for each electronic technician or a description of the company's experience with a similar scope of work.

3.0 Contract Staffing

The contractor shall provide sufficient staffing, equipment, and supervision to accomplish this work.

- North Penn School District reserves the right to request that a technician or technicians be replaced if it is determined that the technicians do not have sufficient technical skills, training, or experience to perform the required service.

4.0 Work and/or Equipment Provided by North Penn School District

North Penn School District will not provide any labor, materials or equipment (including ladders and lifts) to the contractor for any work under this contract.

5.0 Disposal of Waste Material

All waste materials generated by the contractor performing work under this contract will be disposed of offsite by the contractor at the contractor's expense.

6.0 Quality Assurance

The contractor shall:

- Engage only certified, trained, skilled, and experienced mechanical staff properly trained to insure that all services provided under this contract are expeditiously and safely completed.
- No subcontracting is permitted.

7.0 Field Measurements

It is the contractor's responsibility to verify all measurements, equipment and quantities for this contract.

8.0 Safety

Safety of students, staff and visitors is paramount in executing this contract. This contractor should never compete with school activities to continue/complete his work. If necessary, this contractor will return to occupied areas after normal working hours.

All work under this contract must follow **ALL** state and federal environmental rules and regulations.

9.0 Details of Work

Whether stated or not the essence of this contract is to repair and maintain fire alarms, PA systems, master clocks, security cameras, and access control systems. This project consists of the following items of work:

- Report to the facility supervisor or head custodian before any work is started. Contact the Facilities Office at 215-853-1104 if a facilities representative is unavailable.
- Immediately inform the Facilities Office of **ALL** safety related issues and required repairs.
- Repairs will be done at the hourly rate, unit prices, and discounts offered below.
- Provide labor for all emergency services. **Two (2) hour response time, minimum.** Normal hours are between 7:00 am and 5:00 pm and after hours are from 5:01 pm and 6:59 am. Parts will be invoiced outside of the contract.

**North Penn School District
401 E. Hancock Street
Lansdale, PA 19446**

ELECTRONIC TECHNICIAN SERVICES

Unit Price for labor (per hour) for corrective maintenance services and emergency service as outlined in these specifications. Hourly rate must include all taxes, benefits, supervision, profit, overhead, insurances, travel expenses, equipment, and all associated costs to perform the required tasks.

Service	Year		
	19/20	20/21	21/22
Emergency Service Normal Hours (7:00am – 5:00pm)			
Emergency Service After Hours & Weekends			

Markup for replacement parts for corrective maintenance services and emergency repairs as required.

	Year		
	19/20	20/21	21/22
% Mark-up			

By: _____
Signature

Name of Firm

Address of Firm

City State Zip code

Telephone Fax