

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 NPSD Fire Sprinkler Service 2016-2019.
2. Bids will be accepted until **2:00 PM Monday, May 9, 2016**, at which time they will be opened at a public meeting at the **Educational Service Center, 401 E. Hancock 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. Preferred date for site visits is Wednesday, May 4, 2016.
4. The bid should be submitted in a sealed envelope and clearly marked on the outside, **“NPSD Fire Sprinkler Service 2016-2019”**.
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. A BID BOND OR CERTIFIED CHECK IN FAVOR OF THE NORTH PENN SCHOOL DISTRICT IN THE AMOUNT OF 5% OF THE TOTAL BID IS REQUIRED FROM EACH BIDDER AND MUST BE ENCLOSED WITH THE BID. THE BOND MUST BE ISSUED BY AN INSURANCE COMPANY.
Only the bid bonds or certified checks of the successful bidders will be held until all terms of the contract are completed. The bid bonds or certified checks of the unsuccessful bidders will be returned at the time of the awarding of the contract.
8. Delivery must be fully completed by; as required per the specification.
9. 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 totals is less than \$300.00.
10. 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.
11. 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.
12. 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.
13. Bids may be awarded on an item-by-item basis. Quantities included in this bid are subject to change prior to order placement.
14. 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.
15. 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.
16. 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.
17. 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.

General Conditions for Bid

Bid Title: NPSD Fire Sprinkler Service 2016-2019

Due Date: **2:00PM Monday, May 9 2016**

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 and/or materials, the successful bidder shall be required to furnish performance and payment bonds in the amount of 100% of the bid.
19. 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:
 - 19.1 Workers' Compensation.
 - 19.2 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.
 - 19.3 Property damage in the amount of \$50,000.
 - 19.4 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.
 - 19.5 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.
20. Items shipped **DIRECT FROM THE FACTORY** must show North Penn School District purchase order numbers on the cartons.
21. 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.
22. 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.
23. DISCRIMINATION PROHIBITED: According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:
 - 23.1 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;
 - 23.2 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;
 - 23.3 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,
 - 23.4 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.

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Due Date: **2:00PM Monday, May 9 2016**

24. **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.
25. **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.
26. **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.
27. **PREVAILING WAGE:** It is the responsibility of the bidder to determine compliance with the Pennsylvania Prevailing Wage Act and to adhere to all regulations governing this Act.
28. **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 Fire Sprinkler Service 2016-2019**

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 employees are not currently under
(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
(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
Lansdale, PA 19446

Vendor's/Contractor's Qualification Statement

The Undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted by:	_____	Corporation _____
Name:	_____	Partnership _____
Address:	_____	Individual _____
Principal Office:	_____	Joint Venture _____
Phone:	_____	Other _____

1. How many years has your organization been in business as a vendor/contractor?

2. How many years has your organization been in business under its present business name?

3. If a corporation, answer the following:
 - a. Date of Incorporation: _____
 - b. State of Incorporation: _____
 - c. President's name: _____
 - d. Vice President's name(s): _____
 - e. Secretary's or Clerk's name: _____
 - f. Treasurer's name: _____
 - g. List names and address of all parties holding greater than 10% interest in the corporation.

4. Trade References:

5. Bank References:

6. Name of bonding company and name and address of agent:

7. Dated at

this _____ day of _____, 20__.

Name of Organization: _____

By: _____

Title: _____

8. _____ being duly sworn deposes and says that he/she is the

_____ of Vendor/Contractor and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public:

My commission Expires:

Vendor's Contractor's Qualification State Abbrev.

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

FIRE SPRINKLER SYSTEM MAINTENANCE

SCOPE OF WORK

1.0 Purpose

The purpose of this project is to provide annual and semi-annual sprinkler, stand pipe, fire pump and sprinkler backflow preventer system certification, preventative maintenance and repair services 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		

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, 2016** and all work must be completed on or before **June 30, 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 firm fixed pricing and Unit Pricing. The Firm Fixed pricing is intended to cover all required inspections, certifications, normal preventative maintenance and reports. The Unit Pricing is intended to be used for any required repairs outside of the normal preventative maintenance. 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.**

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.
- The contractor shall maintain sufficient service trucks and trained personnel to insure proper operation of the sprinkler systems and a maximum **two (2) hour** response for all emergency calls for service.
- 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 provide and maintain a complete and safely operating sprinkler systems at the above listed district buildings. This project consists of the following items of work:

- Provide the Facilities Office with a schedule of anticipated preventive maintenance inspections and scheduled services.
- 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.
- The Contractor shall test & inspect all sprinkler, standpipe, fire pump, and sprinkler backflow preventer systems in the building listed to ensure their proper operation. The annual test and inspection shall be performed during the summer months between July 1 and August 20. All other weekly, monthly, quarterly and semi-annual functional and visual inspections and maintenance must be scheduled with the Facilities Office.
- All work for each of the sprinkler, standpipe, fire pump and backflow preventer systems listed are to be completed in accordance with all applicable OSHA, NFPA, building codes, the manufacturer's recommended procedures, local, state or federal regulations, whichever is more stringent / more applicable.
- Include in the first year of the agreement all 3 and 5 year inspection and testing requirements. The required subsequent test and inspections will be conducted during the term of this contract.
- The Contractor will prepare a written certificate of the inspection and list of work completed and any repairs needed / recommended for each sprinkler, standpipe, fire pump and sprinkler backflow preventer systems.
- 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.
- Prepare a service report that **MUST** be reviewed with and signed by the facility supervisor or head custodian. This report will show the results of any on site testing, interpretations of testing results and any corrective action taken by the service technician. A separate report must be submitted for each building system. A copy of these reports must be kept in a contractor supplied file at each District site and another copy shall be supplied to the Facilities Office.
- 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.
- Provide labor for all preventative maintenance and inspection services. Parts will be invoiced outside of the contract.

- The fee shall include one annual training session in each building for the facilities staff in the operation of the sprinkler system. This training can be done when the sprinkler system is being inspected or separately as the Contractor wishes.
- Pricing for this preventive maintenance and inspection service contract must include all supplies, parts, and materials such as typically recommended by the manufacturer and or are general industry standard. All repair parts will be billed separately from this contract.

9.1 Sprinkler System Inventory

Listed below is an inventory of system equipment, quantities and their locations. Bidders are reminded to review sections **1.0** for building addresses and section **7.0** for bidder's responsibility to verify actual quantities.

School	Sprinkler System	5 Year Insp.	3 Year Air Integrity	Water Flow	Tamper	Fire Pump	Stand Pipe	Back Flow	Fire Hydrant
North Penn HS	2 partial wet systems - 4" riser 1 partial wet system - 1" riser			3	9		11	Yes	
Northbridge	1 wet system - 4" 1 dry system - 4"		2018	1	1			Yes in pit	
Pennbrook MS	1 partial wet system - 4" riser			2	3			Yes	Yes
Penndale MS	5 wet systems - 6" risers 1 wet system - 4" riser 2 dry systems - 4" valves		2016	8	10		16	Yes	
Pennfield MS	2 wet systems - 6"			2	4	Yes		Yes in pit	Yes
Bridle Path	1 wet system - 3" riser 1 anti-freeze loop			3	5		2	Yes	
Gwynedd Square	1 wet system - 4" 2 dry system - 4"			6	1			Yes	
Inglewood	2 Wet Systems 1-3" riser 1-4" riser	2018		2	11			Yes in pit	Yes
Hatfield	1 Wet System 4"			3	6	Yes	3	Yes	
Kulp	2 wet systems - 4" risers			2	3			Yes in pit	Yes
Nash	3 wet systems - 4" 1 dry system	2016	2018	4	6			Yes in pit	Yes
North Wales	2 wet systems - 4" 1 dry system	2016	2016	3	8	Yes		Yes in pit	Yes
Walton Farm	2 wet systems - 4" risers 1 anti-freeze loop			3	4		1	Yes	Yes
York Avenue	2 wet systems 1 dry system	2016		3	5	Yes	9	Yes	Yes
ESC	1 partial wet system							Yes	
SSC	1 wet system - 6"			2	2			Yes	

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

SPRINKLER SYSTEM MAINTENANCE

BASE BID

Firm Fixed Price for all preventative maintenance, annual, semiannual, quarterly, monthly and weekly visual and functional testing and inspection requirements of the Sprinkler, Standpipe, Fire Pump and Backflow systems as described in these specifications.

School	Year		
	16/17	17/18	18/19
North Penn HS			
Northbridge School			
Pennbrook MS			
Penndale MS			
Pennfield MS			
Bridle Path ES			
Gwynedd Square ES			
Inglewood ES			
Kulp ES			
Nash ES			
North Wales ES			
Walton Farm ES			
York Avenue ES			
Educational Services Center			
Support Services Center			
Hatfield ES	N/A Currently under contract	N/A Currently under contract	
Totals			

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		
	16/17	17/18	18/19
Corrective Maintenance Services			
Emergency Service Normal Hours (7:00am – 5:00pm)			
Emergency Service After Hours (5:01pm – 6:59am)			

Markup for replacement parts for corrective maintenance services and emergency service as outlined in these specifications.

	Year		
	16/17	17/18	18/19
% Mark-up			

By: _____
Signature

Name of Firm

Address of Firm

City State Zip code

Telephone Fax

AFFIX CORPORATE SEAL

_____ Attest