

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 **Chromebooks 19-20**.
2. Bids will be accepted until **3:00 pm on Monday, June 10, 2019**, at which time they will be opened at a public meeting at the Education Services Center, 401 E. Hancock St., Lansdale, PA.
3. The bid should be submitted in a sealed envelope and clearly marked on the outside, "**Chromebooks 19-20**".
4. 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.
5. 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.
6. A BID BOND OR CERTIFIED CHECK IN FAVOR OF THE NORTH PENN SCHOOL DISTRICT IN THE AMOUNT OF 10% 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.
7. Delivery of no less than 1,200 Chromebooks must be fully completed by **Monday, July 15, 2019, but no earlier than Monday, July 1, 2019**. Delivery of the remaining Chromebooks must be fully completed by **Wednesday, July 24, 2019, but no earlier than Monday, July 1, 2019. Deliveries must be made by 3:00 p.m. the day of delivery.**
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 thirty (30) days from the date of bid opening.
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 the model number specified in the bid proposal. No substitutions will be accepted.
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.
No additional charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage, or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for the School District. Such empty cases, boxes, etc., may be removed by the bidder or contractor at his own expense.
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. All items must be shipped in original packaging. 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. The bidder agrees to provide an electronic list of serial numbers for all Chromebooks.
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.
18. Items shipped DIRECT FROM THE FACTORY must show North Penn School District purchase order numbers on the cartons.
19. Invoicing: Invoices must be completely itemized and cover 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.
20. **DISCRIMINATION PROHIBITED**: According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:
 - 20.1 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;
 - 20.2 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;
 - 20.3 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,
 - 20.4 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.
21. **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.
22. **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.

23. **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.
24. **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.

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 **Chromebooks 19-20**

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

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

Lansdale, PA 19446

Bid Proposal Form

Chromebook 19-20 Bid

We, the undersigned, have reviewed the specifications herein for the supply of the above listed item(s). We propose to furnish and deliver all materials and accessories to complete the work, in accordance with the attached Bid Specifications and General Conditions. We understand that the North Penn School District reserves the right to reject any and all bids and to make awards on the basis of quality as well as price.

Company Name **Date**

Address

Authorized Signature **Printed Name** **Title**

Telephone # **Fax #** **Email Address**

North Penn School District
Lansdale, PA 19446
Bid Proposal Form

North Penn School District seeks proposals for Chromebooks as specified below.

Delivery to:
 North Penn High School
 1340 Valley Forge Road
 Lansdale, PA 19446
 Attn: Peggy Hoffman

For questions regarding specified products or system configuration please contact:
 Dr. Kristen Landis
 Director of Technology
 landisk@npenn.org
 (215) 853-1070

- All Equipment shall include manufacturer’s Limited Warranty
- Winning bidder shall be an authorized dealer for all items bid.

Model	Manufacturer	Specifications	Quantity	Unit Cost	Total Cost
R751T-C4XP (Chromebook Touchscreen LCD 2-in-1) /NX.GPZAA.001	Acer	<u>Display</u> 11.6 inch LCD touch screen <u>Processor</u> Intel Celeron N3350 1.10GHz Dual Core <u>Graphics</u> Intel HD Graphics 500 <u>Memory</u> 4GB LPDDR4 <u>Storage</u> 32 GB	3,000		
Staymobile Cellairis Bundle/DIS- 3YRBUNCB		3 Year Accidental Damage Protection (ADP); Includes protective case; ADP covers case and device; unlimited claims	3,000		
Google Chrome Management Console License			3,000		

TOTAL FOR ALL EQUIPMENT	
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ANTICIPATED BID AWARD WILL BE NO LATER THAN JUNE 20, 2019, WITH PURCHASE ORDERS TO FOLLOW AFTER BOARD APPROVAL.

ALL EQUIPMENT MUST BE DELIVERED BEFORE JULY 24, 2019. IF YOU CANNOT MEET THIS DEADLINE PLEASE INDICATE IN YOUR BID WHEN ANTICIPATED DLEIVERY WILL OCCUR.

PLEASE BID AS SPECIFIED. NO SUBSTITUTIONS WILL BE ACCEPTED.