

NORTH PENN SCHOOL DISTRICT

Lansdale, PA 19446

22-23 Chromebooks and Desktops

Bid Summary

The North Penn School District is hereby soliciting bids to submit bids for: 22-23 Chromebooks and Desktops

All bids shall be submitted on the enclosed district forms. The sealed bid proposal package should also include:

- A Bid Bond or Certified Check for 10% of the total bid price.
- Completed and notarized Non Collusion Affidavit.
- Completed and notarized Vendor's Qualification Statement.
- 3 Signed copies (1 original and 2 photocopy)

The North Penn School District is exempt from Pennsylvania state sales tax.

Sealed bids will be accepted for “22-23 Chromebooks and Desktops” until August 1, 2022, at 11:00 a.m. Sealed bids should be clearly labeled “22-23 Chromebooks and Desktops” and delivered to Dawn Johnston at the Educational Service Center, 401 E. Hancock St., Lansdale, PA. The bids will be publicly opened via Zoom meeting at 12:30 p.m. the same day. Directions to the Zoom meeting will be posted thirty (30) minutes prior to the opening at www.npenn.org/bidspec.

**BIDDERS DO NOT NEED TO BID BOTH THE DESKTOP AND CHROMEBOOK OPTIONS
TO BE CONSIDERED FOR AWARD.**

CHROMEBOOK BID HAS REQUIRED WARRANTY.

NORTH PENN SCHOOL DISTRICT MAY SELECT DIFFERENT BIDDERS
FOR CHROMEBOOKS AND DESKTOPS.

Questions regarding this bid should be directed to:

Dawn Johnston
Procurement Supervisor
401 E. Hancock St.
Lansdale, PA 19446
johnstdm@npenn.org
(215) 853-1011

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 **22-23 Chromebooks and Desktops**.
2. **Bids will be accepted until 11:00 AM on Monday, August 1, 2022.** The bids will be **opened at 12:30 PM on August 1, 2022, via Zoom**. Please see NPSD website, www.npenn.org/bidspec, for Zoom meeting details thirty (30) minutes prior to the bid opening.
3. The bid should be submitted in a sealed envelope and clearly marked on the outside, **“22-23 Chromebooks and Desktops”**.
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.
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 the 100 Desktops must be fully completed by **Friday, September 30, 2022**. Delivery of the 1,500 Chromebooks must be fully completed by **Wednesday, November 30, 2022**. **If delivery dates cannot be met, please notate in the bid response.**
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 numbers 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.

General Conditions for Bid

Bid Title: **22-23 Chromebooks and Desktops**

Due Date: **Monday, August 1, 2022**

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 and Desktops.
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.
25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Applicant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.
26. **AWARDED VENDOR VIOLATION OR BREACH OF CONTRACT TERMS:** Applicant shall promptly correct any errors, omissions or defects in any services at no cost to the School District. The School District reserves the right to reject any services reasonably determined by the School District as containing errors, omissions or defects or otherwise failing to conform to the requirements of the contract documents. If Applicant fails to correct the services within a reasonable time, the School District, in addition to any other rights or remedies available at law or in equity or pursuant to the contract documents, may correct them and offset the cost of correction against any remaining balance owed to Applicant and Applicant shall reimburse the School District for any difference that may remain. If the School District prefers to accept services which are not in accordance with the requirements of the contract documents, the School District may do so instead of requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the School District or Applicant shall constitute a waiver of a right or duty afforded them under the contract documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
27. **ADDENDUMS:** If the need arises for an addendum to the bid specifications the district will post the clarification to www.npenn.org/bidspec no later than July 25, 2022. It is the responsibility of bidders to ensure all addendums have been reviewed prior to submission of the bid.

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 **22-23 Chromebooks and Desktops**

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 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
Lansdale, PA 19446

Bid Proposal Form

22-23 Chromebooks and Desktops

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

North Penn School District seeks proposals for Chromebooks and Desktops as specified on the next page.

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

For questions regarding specified products or system
configuration please contact:
Dawn Johnston
Procurement Supervisor
johnstdm@npenn.org
(215) 853-1011

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

North Penn School District
Lansdale, PA 19446

Bid Proposal Form Continued

Chromebook Equipment – 1,500 of either model listed (NOT 1,500 EACH)				
Model / Manufacturer	Specifications	Qty.	Unit Cost	Total Cost
VENDOR ACER Model R753T-C8H2 SKU NX.A8ZAA.005	Chrome OS™ Intel® Celeron® N4500 (4 MB L3 cache, 1.10 GHz, up to 2.8 GHz burst frequency) 4GB (4) LPDDR4X 32GB 11.6" (1366 x 768) Multi-touch Intel® Wi-Fi 6 AX201 802.11ax, 2x2, Bluetooth® 5.0, front webcam, world-facing camera (on bottom cover, above keyboard) Headphone/speakers; two USB 3.2 Gen 1; two USB 3.1 Gen 1 Type-C™ each supporting USB charging, DC-in, DisplayPort™ over USB Type-C™	1,500		
OR				
VENDOR ACER Model R853TA-C7KT SKU NX.A91AA.001 NO SUBSTITUTIONS	Chrome OS™ Intel® Celeron® N5100 (4 MB L3 cache, 1.10 GHz, up to 2.8 GHz burst frequency) 4GB (4) LPDDR4X 32GB 12.0" (1366 x 912) Multi-touch Intel® Wi-Fi 6 AX201 802.11ax, 2x2, Bluetooth® 5.1, front webcam, world-facing camera (on bottom cover, above keyboard) Headphone/speakers; two USB 3.2 Gen 1; two USB 3.1 Gen 1 Type-C™ each supporting USB charging, DC-in, DisplayPort™ over USB Type-C™	1,500		
REQUIRED WARRANTY TO BE BID FOR 1,500 CHROMEBOOKS				
INVZBL protect express no substitutions	Must provide proof of being underwritten for all devices enrolled in protection plan. Devices must be picked up and returned by FedEx from any building in the district with real time tracking. Devices must be repaired by FedEx repair facility in Memphis, TN. Devices must be disinfected after repair process using UVC disinfection cabinets.	1,500		

TOTAL BID FOR CHROMEBOOK EQUIPMENT	
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IT IS THE DISTRICT'S INTENTION TO AWARD A TOTAL OF 1,500 CHROMEBOOKS. TO OPTIMIZE BID SUBMISSIONS THE DISTRICT WILL CONSIDER EITHER THE ACER MODEL R753T-C8H2 SKU NX.A8ZAA.005 OR THE ACER MODEL R853TA-C7KT SKU NX.A91AA.001. DUE TO SUPPLY CHAIN ISSUES, BIDDERS ARE ENCOURAGED TO BID FOR ANY OPTION WHERE 1,500 OF ONE MODEL CAN BE FULFILLED. BIDDERS MAY BID FOR EITHER OR BOTH OPTIONS.

North Penn School District
Lansdale, PA 19446

Bid Proposal Form Continued

Desktop Equipment				
Model / Manufacturer	Specifications	Quantity	Unit Cost	Total Cost
Dell Precision 3660 Chassis	I5-12600K 10C (6P+4E) 3.7GHz to 4.9GHz 125W 64GB (2x32GB) DDR5 4400MHz RAM NVIDIA T1000 4GB GPU 512GB Class 40 M.2 drive	100		
TOTAL BID FOR DESKTOP EQUIPMENT				

TOTAL BID FOR ALL EQUIPMENT	
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BIDDERS DO NOT NEED TO BID BOTH THE DESKTOP AND CHROMEBOOK OPTIONS TO BE CONSIDERED FOR AWARD.

CHROMEBOOK BID HAS REQUIRED WARRANTY.

NPSD MAY SELECT DIFFERENT BIDDERS FOR CHROMEBOOKS AND DESKTOPS.

ANTICIPATED BID AWARD WILL BE NO LATER THAN AUGUST 18, 2022, WITH PURCHASE ORDERS TO FOLLOW AFTER BOARD APPROVAL.

- **ALL DESKTOP EQUIPMENT MUST BE DELIVERED ON OR BEFORE FRIDAY, SEPTEMBER 30, 2022.**
- **ALL CHROMEBOOK EQUIPMENT MUST BE DELIVERED BEFORE WEDNESDAY, NOVEMBER 30, 2022.**
- **IF DELIVERY DEADLINES CANNOT BE MET PLEASE NOTATE IN BID REPSONSE.**

PLEASE BID AS SPECIFIED.

NO SUBSTITUTIONS WILL BE ACCEPTED.