

**PENNSBURY SCHOOL DISTRICT
134 YARDLEY AVE.
FALLSINGTON, PA 19058**

REQUEST FOR BID:

ART/GENERAL SCHOOL/OFFICE SUPPLIES

BID#2021-033

**ADDENDUM (AS OF MARCH 16TH, 2020) THE BID OPENING FOR
THIS BID WILL BE PUSHED OUT TO THE FOLLOWING DATE:**

**OPENING DATE:
APRIL 14TH, 2020 AT 2:00 PM**

**PENNSBURY SCHOOL DISTRICT
134 YARDLEY AVENUE
FALLSINGTON, PA 19058
REQUEST FOR BID**

BID NAME: ART/GENERAL SCHOOL/OFFICE SUPPLIES
BID NUMBER: 2021-033

OPENING DATE: MARCH 17TH, 2020 AT 2:00 PM

OPENING LOCATION: ROOM TO BE DETERMINED AT THE ABOVE ADDRESS

SECURITY REQUIREMENTS: NONE

THE FOLLOWING DOCUMENTS **MUST** BE PROVIDED AS PART OF YOUR PROPOSAL.
FAILURE TO PROVIDE ANY OF THESE DOCUMENTS MAY DISQUALIFY YOUR BID.

- A. "REQUEST FOR BID"
- B. "NON-COLLUSION AFFIDAVIT"
- C. "BID SPEC RESPONSE SHEETS"
- D. "BID CERTIFICATION & SUMMARY SHEET"

CERTIFICATION OF SIGNATURE

THIS IS TO CERTIFY THAT THE PERSON SIGNING AND/OR SUBMITTING THE ATTACHED PROPOSAL TO THE PENNSBURY SCHOOL DISTRICT FOR:

COMPANY NAME: _____

ADDRESS: _____

DATE: _____

TELEPHONE NUMBER: _____ FAX NUMBER _____

SIGNATURE (written in ink): _____

SIGNATURE (printed): _____

IS AN OWNER _____ OFFICER _____ AGENT _____

TITLE: _____

AND THAT HE/SHE IS FULLY AUTORIZED TO SUBMITT SUCH PROPOSAL ON THEIR BEHALF.

District representative: _____

Date: _____

SPECIAL INSTRUCTIONS BID#2021-033
ART/GENERAL SCHOOL/OFFICE SUPPLIES
BID OPENING: MARCH 17TH, 2020 2 PM

The Pennsbury School District is seeking bids on supplies for the District per the attached list of items in this bid packet (bid spec response sheet). We are currently buying these items through a "just in time" model in which each location in the District has the ability to securely log into our vendors' website, directly tied to special negotiated pricing and place the orders directly through this website. Users have unique login credentials specific to their locations and that tie specific budget purchase orders to the vendor site. The vendor is able to monitor these purchases throughout the year that should coincide with the amounts specific to each budget purchase order per location. The expectations for delivery once ordered are within 7-10 working days from when the order is confirmed online. All vendors who participate in this bidding process must be able to accommodate this model. The attached list of products included represents a combination of last year's spend as well as what is estimated to be spent on average from year to year. On the attached list the fields to be completed with prices the bidders will quote and in those cases when the vendor cannot provide that exact item listed for bidding, there is a space below the required item where substitutes may be considered. Since no vendor can provide every item we have included on our list, the Pennsbury School District will award items on this bid based on the lowest price however there will be multiple awards based on the best interest of the District. This bid is a three year agreement which will include the school years 2020-2021, 2021-2022 and 2022-2023. Near the end of the school year 2022-2023, the District may request the option to extend the bid for the school year 2023-2024 if the terms are acceptable to all parties. The Pennsbury School District requires the option to end the agreement at any point in time by giving thirty days' notice in writing to any/all of the awarded vendors from this bid. Additionally, the Pennsbury School District is requesting that each vendor participating in this bid also provide enhanced pricing ("a market basket type model") for all other items not listed in this packet but that may be offered by each bidder. Since the Pennsbury School District will purchase a variety of many other items (the items listed represent the largest and highest volume of quantities purchased by the District) we would ask that every vendor offer discounts based on special pricing or possibly state contract pricing or better where available. The Pennsbury School District is also asking for those vendors submitting bids to share any additional savings potentials that can be offered which would assist the District in reducing its costs further. Finally, we would ask that all vendors provide consistent savings across multiple areas which may include color choices or sizes. For example, if a bidder is offering significant savings on a blue ball point pen, that District requests that the savings for that same manufacturer would be included for that same pen but in red, etc. Another example might be for construction paper, specifically Tru-Ray. We would ask that any/all discounts related to construction paper for those sizes and colors for construction paper would be universally extended to the District. Finally, the Pennsbury School District would like the option to renegotiate pricing for the term of the agreement on items where the usage increases significantly over time, allowing the District to leverage better pricing based on higher volumes.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. The Non-Collusion Affidavit is material to any contract award pursuant to this bid/proposal. According to the Pennsylvania Anti-Bid Rigging Act, 73 P.S. Section 1611 et seq., governmental agencies shall require Non-Collusion Affidavits to be submitted together with bids/proposals.
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/proposal.
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 the Affidavit should examine it carefully before signing and assure himself/herself that each statement is true and accurate, making diligent inquiry, as necessary, of all persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by joint venture, each party of the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “Complimentary 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 submission for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in the disqualification of your bid/proposal.

NON-COLLUSION AFFIDAVIT

BID NUMBER. _____
(If applicable)

State of _____:

County of _____:

I state that I am _____ of
(Title)

(Name of 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 the prices(s) and the amount of this bid/proposal.

I state that:

1. The prices(s) and the amount of this bid/proposal 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/proposal 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 the 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 an intentionally high or non-competitive bid or other form of "Complimentary" bid.
4. The bid/proposal of my firm is made in good faith and not pursuant of any agreement or discussion with, or inducement from, any firm or person to submit a "Complimentary" or other non-competitive bid.
5. _____, its affiliates,
(Name of Firm)

Subsidiaries, officers, directors and employees are not currently under investigation by any government 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 any public contract, except as follows: (state below)

NON-COLLUSION AFFIDAVIT (Continued)

I state that _____
(Name of Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by Pennsbury 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 Pennsbury School District of the true facts relating to the submission of bids for this contract.

SIGNED _____
(Name)

TYPED _____
(Name)

POSITION _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF
_____, 20____
(Month)

S E A L

(Notary Public)

My commission expires _____

PENNSBURY SCHOOL DISTRICT

INFORMATION FOR BIDDERS

1. Bids/proposals for the furnishing and delivery of items or services as set forth in the enclosed specifications will be received at the following address:

**PENNSBURY SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
134 YARDLEY AVE.
FALLSINGTON, PA 19058
ATTN: PURCHASING DEPARTMENT**

2. Bidders will submit the "Form of Proposal" with all required documents in a sealed envelope clearly marked with the **NAME OF THE BID AND BID / RFP/ PROJECT NUMBER, IF APPLICABLE**. If bids/proposals are sent by UPS, Federal Express, etc. this information **MUST** also appear on the **OUTSIDE ENVELOPE**.
2. All bids/proposal correspondence, pricing, etc., must be typewritten or hand written in ink.
3. Bids/proposals will remain in effect **through May 31, 2020**. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening thereof.
4. The Board of School Directors of the Pennsbury School District (referenced throughout these instructions as "the District") reserves the right to waive any formalities or irregularities, and also reserves the right to reject any and all bids/proposals, to divide a bid/proposal in the best interest of the District, to eliminate, reduce or increase items and/or quantities and to exercise judgment as to the comparative merits of the products or services offered.
5. No rights shall accrue to any person submitting a bid/proposal until such bid/proposal has been accepted, and a contract awarded, and such contract completely executed in writing by both parties.
6. The successful bidder shall not assign, transfer, or sublet the ensuing contract, or any portion thereof, to others without written consent of the District. Any intention or desire to assign, transfer, or sublet must be stated in the bid/proposal as supplementary information, along with particulars as to the arrangement contemplated.
7. All bids/proposals must comply with all laws of the Commonwealth of Pennsylvania. These laws include, but are not limited to, those relating to equal employment

opportunities in contracts and certification of U.S. manufactured steel in certain products, and Act 34 background check of personnel, where applicable.

8. Applicable laws and regulations shall be considered a part of these instructions and specifications, and any ensuing contract.
9. Successful bidders must comply with the "Right to Know Laws" and supply the District with, as part of any product(s) or service(s) provided, MATERIAL SAFETY DATA SHEETS, where applicable. The District will not be responsible for payment of invoices unless the successful bidder complies with this request.

INFORMATION FOR BIDDERS (Continued)

10. **DISCRIMINATION PROHIBITED** – According to Section 755, Public School Code of Pennsylvania, 1949, as amended, the successful bidder agrees:
 1. That in the hiring of employees for the performance of work under this contract, or any subcontract hereunder, no contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor, shall, by reason or race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
 2. No contractor, subcontractor, nor any person acting on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under his/her contract on account of color, race, creed or gender.
 3. That there be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person has been discriminated against, or intimidated, in violation of the provisions of this contract.
 4. This contract may be cancelled or terminated by the District, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.
11. **HUMAN RELATION ACT** – The provisions of the Pennsylvania Human Relation Act 222 of October 27, 1955 (P.L. 744 (43 P.S., Section 951, ET. seq.) of the Commonwealth of Pennsylvania Human Relation Contract Compliance, 16 PA. Code Chapter 49, that prohibits 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 provisions of the Act, as amended, that is part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.
12. Without comprising the rights stipulated in these instructions, the District encourages bidder's suggestions which will achieve reduced costs or improved value, and encourages alternate bids/proposals which, in the bidder's judgment, afford the District the opportunity to achieve such objectives.
13. The bidder agrees, if awarded a contract, to furnish and deliver the specified item(s)/service(s) at such time, at such places, and in such quantities as specified, and that item(s)/service(s) shall be subject to the inspection and/or approval of the District. In the event that any item(s)/service(s) are rejected as unsuitable/unacceptable or not in conformity with the specifications, item(s)/service(s) of proper/acceptable quality, as set forth in the specifications, shall be furnished in the place thereof at the expense of the successful bidder.
14. In the event the successful bidder neglects or refuses to furnish and deliver the item(s)/service(s) or any part thereof as provided in the specifications, or to replace any which are rejected as stated in the preceding paragraph, the District is authorized and empowered to purchase such item(s)/service(s) from other sources in such quantities

and in such a manner as it shall select, at the expense of the successful bidder, or to cancel the successful bidder's contract, reserving to itself never-the-less, all rights for any damages which may be incurred by the District.

15. All bids/proposals shall be itemized, priced, totaled and summarized per the format as stipulated or provided with these instructions. Such format will be adhered to strictly or the bid/proposal will be rejected.

INFORMATION FOR BIDDERS (Continued)

16. Changes, alterations or interlineations in any preprinted or formatted bid/proposal will not be accepted. Any clarifications, comments or elaborations may be submitted as an attachment (supplement) to the bid/proposal and must be identified clearly as to the content and intent.
17. Various materials and products may be specified by brand, trade name or description to establish a standard of quality and cost for bid purposes. It is not the intent to limit the bidder, the bid/proposal or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or District approved equal", they shall be subject to equals only as approved by the owner, engineer and/or architect. A bid containing an "alternate" may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternate, which does not meet the specifications.
18. Complete specifications, manufacturer's catalogs, etc. must be provided for any product offered as an "alternate". Failure to provide this information will result in no consideration being given to the "alternate" offered.
19. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts there under.
20. In the event of any discrepancy between unit prices and extension, the unit price will govern.
21. The prices in your bid/proposal shall be NET prices and must include ALL shipping, handling and delivery cost. The District reserves the right to refuse any delivery where the shipping charges are not prepaid by the bidder, unless otherwise stipulated in the bid instructions.
22. All bids/proposals must be firm prices, unless otherwise specifically provided in the bid request. Pricing which is not firm, involves any escalation, subsequent adjustment, adder, or other contingency, will be rejected as non-responsive.
23. SALES AND USE TAXES /FEDERAL EXCISE TAXES – If the item subject of this bid is exempt from State Sales Tax / Federal Excise Tax, the District will provide evidence of tax-exempt status.
24. Any changes, alterations or additions to this information will be detailed in the specifications that are part of this bid.
25. Under the provisions of Act 138 of 1994, Pennsbury School District will issue payment within the prescribed time established by the Act. Payment will be made upon receipt of all goods/services being received and complete unless as otherwise stated by contract documents or other mutually agreed terms. In the event of a dispute arising over the quality or quantity of goods/services received, payment may be suspended pending resolution of the dispute.
26. Invoices shall be submitted in duplicate and mailed to the following address:

**PENNSBURY SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
134 YARDLEY AVENUE
FALLSINGTON, PA 19058
ATTN: ACCOUNTS PAYABLE**

BID#2021-033

**PENNSBURY SCHOOL DISTRICT
BID CERTIFICATION & SUMMARY**

BID IDENTIFICATION: ART/GENERAL OFFICE/SCHOOL SUPPLIES

BID OPENING DATE: TUESDAY, March 17th, 2020 2:00 PM

TOTAL BID AMOUNT: _____

AMOUNT OF BID SECURITY ENCLOSED: NOT REQUIRED ___X___
(Refer to Item 3 - General Bid Requirements)

CERTIFICATION

This is to certify that the person signing and/or submitting the attached bid to the Pennsbury School District on behalf of:

(Bidder's Company Name)

(Bidder's Bid Number)

is the: (check one) OWNER _____
 OFFICER _____
 AUTHORIZED BIDDING AGENT _____

and is fully authorized to submit such bid on behalf of said.

(Authorized Signature)

(Submission Date)

(Name - Please Print)

(Title)

(Street Address)

(Telephone Number)

(City/State/Zip Code)

(Fax Number)

**Return complete bid booklet to: PENNSBURY SCHOOL DISTRICT
ATTN: PURCHASING DEPARTMENT
134 YARDLEY AVENUE
FALLSINGTON, PENNSYLVANIA 19054**

(The above "Certification of Signature" must be executed and must be returned as a part of the bid or quotation packet.)

Current catalogs or product description sheets on all items bid MUST accompany the bid.

**PENNSBURY SCHOOL DISTRICT
BID ACKNOWLEDGEMENT**

(Signature-Authorized District Official)

(Date)