

NORTH PENN SCHOOL DISTRICT

Lansdale, PA 19446

21-22 Laptops

Bid Summary

The North Penn School District is hereby soliciting bids to submit bids for: 21-22 Laptops

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 "21-22 Laptops" until July 6, 2021 at 1:30 p.m. Sealed bids should be clearly labeled "21-22 Laptops" and delivered to Kristin Johnson at the Educational Service Center, 401 E. Hancock St., Lansdale, PA. The bids will be publicly opened via Zoom meeting at 3:30 p.m. the same day. Directions to the Zoom meeting will be posted 30 minutes prior to the opening at www.npenn.org/bidspec.

THE DISTRICT WILL BE USING FEDERAL FUNDS TO COMPLETE THIS PURCHASE. QUALIFIED BIDDERS MUST ENSURE COMPLIANCE WITH THE ALL CLAUSES NOTED IN THE GENERAL CONDITIONS PORTION OF THE BID SPECIFICATIONS.

For questions regarding specified products or system configuration please contact:

Dr. Kristen Landis
Director of Technology
401 E. Hancock St.
Lansdale, PA 19446
landisk@npenn.org
(215) 853-1070

All other questions regarding this bid should be directed to:

Kristin Johnson
Assistant Director of Business Administration
401 E. Hancock St.
Lansdale, PA 19446
johnsok@npenn.org
215-853-1015

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 **21-22 Laptops**.
2. **Bids will be accepted until 1:30 pm on Tuesday, July 6, 2021.** The bids will be **opened at 3:30 PM on July 6, 2021 via Zoom**. Please see NPSD website, www.npenn.org/bidspec, for Zoom meeting details one hour prior to the bid opening
3. The bid should be submitted in a sealed envelope and clearly marked on the outside, **“21-22 Laptops”**.
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 1,200 Laptops and Docking Stations must be fully completed by **Thursday, December 23, 2021**, preferred by Thursday, September 30, 2021.
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.
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.

General Conditions for Bid

Bid Title: **21-22 Laptops**

Due Date: **Tuesday, July 6, 2021**

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 Laptops.
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.

General Conditions for Bid

Bid Title: **Laptops**

Due Date: **Tuesday, July 6, 2021**

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. **DEBARMENT AND SUSPENSION:** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Applicant certifies that the Applicant is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Applicant further agrees to immediately notify the School District during the term of the contract if the Applicant is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.
26. **PROCUREMENT OF RECOVERED MATERIALS:** For the School District's purchases utilizing Federal funds, the Applicant agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the School District may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
27. **BYRD ANTI-LOBBYING ACT:** Applicants who bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Applicant agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).
28. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTRACT 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.

General Conditions for Bid

Bid Title: **Laptops**

Due Date: **Tuesday, July 6, 2021**

29. **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.

30. **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 June 29, 2021. 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 Laptops

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

21-22 Laptops

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 bids for Laptops 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:
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.

North Penn School District
Lansdale, PA 19446

Bid Proposal Form Cont.

Laptop Equipment				
Model / Manufacturer	Specifications	Quantity	Unit Cost	Total Cost
TravelMate Spin P4 14" TMP414RN-51-5426 Part Number NX.VP4AA.001 NO SUBSTITUTIONS	<u>Display</u> 14 inch LCD touch screen <u>Processor</u> Intel Core i5, i5-1135G7, 2.40GHz, Quad Core <u>Graphics</u> Intel Xe Graphics <u>Memory</u> 8GB DDR4 SDRAM <u>Storage</u> 256 GB	1,200		
Tipp Lite USB C Docking Station 4K USB Hub HDMI VGA mDP Gbe & PD Charging Part Number U442-DOCK1	<ul style="list-style-type: none"> • Connects 2 displays at the same time. • Supports Ultra HD 4K resolutions up to 3840 x 2160 @ 30 Hz. • Joins a wired 10/100/1000 Gigabit Ethernet network when no Wi-Fi is available. • Provides 20V 5A (100W) power output. • USB-C, USB-A and memory card readers allow connection of flash drives and other peripherals. • 3-year limited warranty 	1,200		
TOTAL BID FOR LAPTOP EQUIPMENT				

ANTICIPATED BID AWARD WILL BE NO LATER THAN JULY 15, 2021, WITH PURCHASE ORDERS TO FOLLOW AFTER BOARD APPROVAL.

- **ALL LAPTOP EQUIPMENT MUST BE DELIVERED ON OR BEFORE THURSDAY, DECEMBER 17, 2021.**
- **IF DELIVERY DEADLINES CANNOT BE MET PLEASE NOTATE IN BID REPSONSE.**

PLEASE BID AS SPECIFIED. NO SUBSTITUTIONS WILL BE ACCEPTED.