

McKeesport Area School District
3590 O'Neil Blvd., McKeesport, PA 15132
Phone 412-664-3600 Fax 412-664-3952

INVITATION FOR BIDS

Full instructions to bidders, general conditions, specifications, form of proposal and all contract documents required may be obtained at the McKeesport Area School District administration building, in person or upon request, by mail.

Bids must be received in the McKeesport Area School District's Business Office, no later than **12:00 p.m., (noon) EST:**

On Friday, June 16th, 2023

All envelopes containing bids **MUST BE CLEARLY MARKED:**

**SEALED BID
FOR
CHROMEBOOK PURCHASE
DO NOT OPEN**

McKeesport Area School District

INSTRUCTION FOR BIDDERS

1. Sealed bids will be received up until 12:00 P.M., (noon), (prevailing time, EST on **Friday, June 16th, 2023** at McKeesport Area School District, 3590 O'Neil Blvd., McKeesport, PA 15132 in the Board Room.
3. All bids shall be submitted in a sealed envelope marked: **"SEALED BID FOR CHROMEBOOK PURCHASE DO NOT OPEN"**.
4. Bids must be typewritten or printed in ink and must be signed by the bidder on the enclosed form(s). **UNSIGNED BIDS WILL NOT BE CONSIDERED.**
5. Changes, alterations, or interlineations in the bid are not permitted.
6. **Bids shall show both unit pricing and total prices.** Should figures be irreconcilable, the unit price and the number of units shall govern any awards made on this basis.
7. Bidding documents are furnished in duplicate; one completed copy is to be forwarded to the McKeesport Area School District as indicated in the "Invitation to Bid" and the duplicate retained by the bidder.
8. McKeesport Area School District reserves the right to reject any or all bids, or any portion, thereof.
9. All questions with respect to bids must be submitted in writing by mail or email to:

Attn: Technology Coordinator or Approved Designee
McKeesport Area School District
3590 O'Neil Blvd., McKeesport, PA 15132
Bids@mckasd.net
10. Responses to bidding questions will be made up until 12:00 pm (Noon) on Monday June 12th, 2023. Questions submitted after this date and time will not receive responses.

McKeesport Area School District

BIDDER INFORMATION

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

CONTACT NAME: _____

Return a copy of the bid specs, completed bidder information sheet, Bid Forms 1, 2, 3, and 4, submission letter, signed proposal, signed and notarized non-collusion affidavit which is required with the submission of the bid to:

Technology Coordinator or their designee
McKeesport Area School District
3590 O'Neil Blvd.
McKeesport, PA 15132

Time Schedule

- | | |
|----------------|---|
| 5/25/23 | Bid Request available to potential Bidders |
| 6/2/23 | Substitutions Due no later than 12:00 Noon EST |
| 6/16/23 | Bids Due no later than 12:00 Noon EST |
| 6/29/23 | McKeesport ASD notifies successful Bidder in writing |

Bid Form 1

Chromebook Purchase

The equipment and materials proposed must be equal to or exceed the specifications of the equipment and materials requested in section 1.2 of the General Overview of this request for proposal.

Manufacturer and Model Number of proposed:

Chromebooks:

Google Chrome Education License:

Cases for Chromebooks:

*If more space than provided is needed, attach an additional sheet.

Total Project A Bid Price \$ _____
(to include all materials, equipment, delivery and warranty)

Total Alternate B Bid Price (Voluntary) \$ _____
(to include all materials, equipment, delivery and warranty)

Total Alternate C Bid Price (Voluntary) \$ _____
(to include all materials, equipment, delivery and warranty)

Exception Summary (Please list all exceptions in your Bid Price from the specifications listed in the Bid Package) – Attach an additional sheet.

Bid Form 2

Add/Delete Schedule

The unit pricing listed below may be used by McKeesport Area School District to add to proposed/installed configuration for up to ninety (90) days after completion date.

McKeesport Area School District recognizes these items as extra and additional to the Chromebook Purchase Project. McKeesport Area School District is under no obligation to approve any extra or additional projects outside of the Chromebook Purchase Project.

<u>Item</u>	<u>Cost</u>
-------------	-------------

Add/Delete Price

NO ADDITIONAL PROJECTS TO CONSIDER AT THIS TIME

Bid Form 3

"MAC" Hourly Rates

Not Applicable

Bid Form 4

Bidder's Account Management Team

Title	Name	# of Years w/ vendor	# of Years in industry
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

*Attach an additional sheet if more room is needed.

1.0 Scope of Work:

1.0.1 This project is for a successful bidder to provide Chromebooks as stated, throughout the District utilizing the bid documents provided. The Bidder will be responsible for all facets of the bid, acquiring permits if applicable, supplying material as per the specification provided.

1.1 Requirements

CHROMEBOOK PURCHASE SPECIFICATION

PART 1 - GENERAL

1.1 SCOPE

1.1.1 The work covered by this section of the specifications includes the furnishing of all equipment and materials, and performance of all operations in connection with the completion of the Chromebook Purchase Bid as herein specified.

1.1.2 Chromebook Purchase Equipment and Materials to include:

- A. New Chromebooks
- B. Google Chrome Education License
- C. Chromebook Cases

1.2 Specification of Equipment

McKeesport Area School District will only accept bids that standardize equipment across all District buildings.

1.2.0 Chromebook Purchase:

- A. Chromebooks proposed must be Dell Chromebook 3110 - 11.6" - Celeron N4500 - 4 GB RAM - 32 GB – Mfg. Part#: 939GH or an equivalent that meets or exceeds specifications of specified model.

Quantity: 1000

1.2.1 Google Chrome Education License:

- A. Google Chrome Education Licenses proposed must be Google - Part#: CROSSWDISEDUNEW or an equivalent that meets or exceeds specifications of specified model.

Quantity: 1000

1.2.2 Chromebook Cases

- A. Chromebook cases proposed must be Gumdrop Droptech clamshell cases. Mfg Part#: DT-DL3100CBCS-BLK_V3 or an equivalent that meets or exceeds specifications of specified model.

Quantity: 1000

1.2.3 The Bidder shall submit with this proposal at least three references of previous successful bid awards for Chromebook Purchases.

1.2.4 Winning Bidder must transfer any and all implied or written manufacturer warranties on equipment and materials used to McKeesport Area School District ownership.

1.2.5 The McKeesport Area School District reserves the right to disqualify any proposal submitted that includes equipment, materials or software listed in FCC document DA-21-309 as it relates to the Secure and Trusted Communications Networks Act of 2019.

1.3 MATERIALS PROVIDED BY MCKEESPORT AREA SCHOOL DISTRICT

1.3.0 McKeesport Area School District will provide the quantities needed for each component of the requested equipment, software, and licensing where applicable.

1.4 WARNINGS AND MISCELLANEOUS NOTES

1.4.0 McKeesport Area School District reserves the right to keep any and all extra material that was ordered as part of the Chromebook Purchase bid.

1.4.1 All bids shall EXCLUDE sales and excise taxes, as the District is exempt from paying such taxes. The District upon request will furnish exemption certificates.

1.5 RESERVATION OF RIGHTS

1.5.0 The intent of the Request for Proposal is to lead to the successful awarding of a final contract. In order to permit the District to undertake an analysis of diverse proposals, responding companies must respond to the terms of this Request for Proposal as they are set forth herein, and that response must be in the form of an offer that is firm for a period of ninety (90) days. The McKeesport Area School District School Board reserves the right to reject any and/or all offers. The McKeesport Area School District School Board reserves the right to waive informalities or non-compliance with submission procedures. The McKeesport Area School District School Board reserves the right to determine responsibility of the submitting party and its proposal.

McKeesport Area School District

Section 2: Quotation Instructions

1.0 Submission Letter

The Bidder is to submit a letter of submission with their Bid Packet. This letter is to be in Standard Business Form and be signed by an authorized individual. It must include all items listed below.

1. A statement indicating that the Bidder is a corporation or other legal entity and that Bidder has been in business no less than ten (10) years. And if requested, Bidder is to supply a copy of its most recent annual report. Also include a copy of Bidders corporate tree (for escalation purposes).
2. Any or all Bidders must sign a no lien clause.
3. A statement that the Bidder understands all requirements/specifications set forth in the Request for Bid and that Bidders proposed system meets these requirements/specifications except where noted in the Exception Summary.
4. Bidder is to attach a written Manufacturer's Guarantee for replacement equipment and materials for the proposed equipment for a duration no less than the Manufactures warranty period.

2.0 Exception Summary

The Bidder shall list **ALL** exceptions from its mandated requirements in the Request for Bid. Please properly identify exception (page, section). McKeesport Area School District assumes that all criteria and conditions not specifically stated in the Exception Summary are in compliance with the Request for Bid specifications and are included in the Total Bid Price.

3.0 Manufacturers Literature

Bidders are to include all manufacturers' literature that is pertinent to the Bidders proposed system.

4.0 Bidders Standard Business Forms

Required items include Bidders List of Equipment, Sales Contract, and Guarantee Statement/Contract.

5.0 Bid Forms

Bidder is to use Bid Forms that have been attached. Please type required information in spaces provided. Bid Forms include are:

1. Chromebook Purchase Quotation
2. Add/Delete Schedule
3. Moves, Adds and Changes Hourly Rates
4. Bidder's Account Team

6.0 Alternate Bid

Bidder may prepare more than one solution. Each solution must be a complete bid and identified as an "alternate bid". If Bidder provides multiple solutions, specify priority of each solution.

McKeesport Area School District

CONDITIONS OF BID PROPOSAL

1.0. GENERAL CONDITIONS

1. **Local Conditions:** Generally, deliveries shall be made to McKeesport Area School District, 3590 O'Neil Blvd., McKeesport PA, 15132, Monday through Friday, between the hours of 8:00 a.m. and 2:00 p.m. All bidders shall acquaint themselves with local conditions. A notification of 48 hours shall be given the McKeesport Area School District prior to any delivery. Final delivery destination may be altered by the McKeesport Area School District to the building of installation.
2. **Invoicing:** Request for payment shall be mailed to: McKeesport Area School District, 3590 O'Neil Blvd., McKeesport, PA 15132 ATTN: Business Manager or their designee **and** an electronic copy of the invoice emailed to Joyce Hammer at jhammer@mckasd.net with the subject "Chromebook Purchase Invoice". Request for payment must contain the purchase order numbers issued for the purchasing of awarded items.
3. Payment will be made within forty-five (45) days after the completion of project and receipt of request for payment pending board approval of monthly bill payments.
 - A. Invoice payment will be made to the bidder/vendor no later than sixty (60) days after the latest of the following dates: (i) date on which the McKeesport Area School District's Business Manager or designee receives a proper invoice; or (ii) date on which the McKeesport Area School District accepts the goods.
 - B. Payments are considered made by the McKeesport Area School District as of the date of the payment check.
 - C. Interest and/or interest penalty, if applicable, shall be at a rate of one half percent (.5%) per month.
4. If any bidder finds discrepancies or is in doubt as to the true meaning of any part of the plans, specifications or other contract documents, he/she shall, at once, submit to the McKeesport Area School District, ATTN: Business Manager or their designee, a written "request for information" within a twenty-four (24) hour period and shall be responsible for its prompt delivery.

1.1.

1. The Advertisement for Bids, Information to Bidders, the Specifications for Services Rendered, as well as the Proposal, Agreement and Bonds, shall be collectively known and designated as the "Contract Documents" and together shall form the Contract.
2. No bidder may withdraw his/her bid for a period of ninety (90) days after the date set for opening thereof.

3. The McKeesport Area School District reserves the right to waive any formalities or reject any and all bids or portions thereof. McKeesport Area School District is referred to as the owner.
4. No rights shall accrue to any person submitting a bid or proposal until such bid has been accepted, contract awarded and the contract and/or purchase order finalized and completely executed in writing by the duly authorized officer(s) at McKeesport Area School District.
6. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.
7. Bidders must sign the contract, if any, as prescribed by the forms. When a bidder is a corporation, documents must be signed by a president, vice president, secretary or assistant secretary, or their official designee. If signed by one person, a copy of the authority of such person must accompany the proposal.

1.2.

1. The award (if any), and/or work authorization shall be issued by McKeesport Area School District within forty-five (45) days of the bid opening date.

It is a condition of this transaction that in the event McKeesport Area School District shall have accepted and paid for any materials but shall discover, upon inspection at a later date, that the shipment does not conform to the specifications and/or other quality standards, the bidder agrees to replace any or all of the quantity that does not meet the specifications and conform to the standards of the sample without extra charge to McKeesport Area School District.

2. The bidder agrees, if awarded the contract, to furnish and deliver the specified products at such times, at such places and in such quantities as herein specified, and that all of the products shall be subject to inspection and approval. In the event that any of the said products shall be rejected as unsuitable or not in conformity with these specifications, a replacement shall be furnished in place, thereof, at the expense of the successful bidder.
3. Bid figures shall include all charges including shipping and delivery at the destination called for in the specifications. McKeesport Area School District will furnish tax exemption certificates in cases where federal excise and state taxes would otherwise be collectible, if needed, upon request.

Delivery of quantities will be required to destinations within the District to be determined after a successful award. All deliveries must be shipped prepaid, and bids shall include all costs.

4. In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof, or perform any labor, as provided in these specification or to replace any work, installation or articles which are rejected as stated in the preceding paragraphs, McKeesport Area School District is authorized and empowered to purchase articles in conformity, or remove nonconforming installations and reinstall, with such party or parties in such quantities and in such a manner as it shall select at the expense of the successful bidder or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by McKeesport Area School District.
5. The bidder agrees that if awarded the contract, he/she will not assign, transfer, sublet or contract out any or all portions of the project unless specific permission to do so is requested in writing by the bidder and granted in writing by McKeesport Area School District.
6. Execution of the Contract by the Bidder is a representation that the Bidder has visited the site, become familiar with all existing site conditions, site access, physical characteristics of the site and other relevant local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Bidder acknowledges and agrees that they have thoroughly reviewed and inspected the Contract Documents, that they have had the opportunity to seek, and has sought, clarification or explanation of any perceived ambiguity, discrepancy, error or omission in the Contract Documents, and that the Contract Documents are adequate and sufficient to provide for the completion of the Work, and include all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes, and professional standards.
7. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Bidder. The Contract Documents shall be construed to require all Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with all applicable laws, codes and professional standards.
8. It shall be the obligation of the Bidder to notify the Owner of any discrepancy between the Contract Documents and applicable codes and regulations of which the Bidder has knowledge or should be reasonably able to determine. The Bidder shall not violate any requirements of applicable laws, codes and ordinances, or of any recorded covenants of which the Bidder has knowledge. If the Bidder observes that portions of the Contract Documents are at variance with applicable laws, statues, ordinances, building codes, rules or regulations, the Bidder promptly shall notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification.

9. The Bidder at all times shall observe, comply with, and post as required all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work or applying to employees on the project, as well as all orders or decrees which may be promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the Work, materials, employees, or Contract. The Bidder shall hold harmless and indemnify the Owner and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Bidder or its employees.
10. The Bidder shall secure and pay for the building permit and any and all other Government permits, licenses or fees necessary for the complete performance of the Work.
11. The Bidder shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Bidder which are legally enacted when bids are received or negotiations are concluded, whether or not yet effective or merely scheduled to go into effect. The Bidder agrees to assign and transfer to the Owner all its rights to sales and use tax which may be refunded as a result of a claim for refund for materials purchased in connection with this contract. The Bidder further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment. The Owner or its representative shall be afforded access to the entirety of the Bidder's records relating to this contract that may be reasonably necessary to the Owner's pursuit of sales and use tax refunds, and for such purpose, the Bidder shall preserve all such records for a period of three years after the date of final payment.
12. Unless otherwise provided in the Contract Documents, the Bidder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.
13. If the Bidder fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing may order the Bidder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Bidder or any other person or entity.
14. If the Bidder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within twenty-four (24) hours after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, commence and continue to carry out or correct deficiencies in the Work. In such case, the Contract Sum shall be adjusted for all costs incurred by the Owner in the correction of such deficiencies. If payments then or thereafter due the Bidder are not sufficient to cover such amounts, the Bidder shall pay the difference to the Owner. The

right of the Owner to correct the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Bidder or any other person or entity.

15. The Bidder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after completion and whether or not fabricated, installed or completed. The Bidder shall bear costs of correcting such rejected Work, including additional testing and inspection services and expenses made necessary thereby.
16. The Bidder shall be responsible to the Owner for acts and omissions of the Bidder's employees and other persons performing portions of the Work under a contract with the Bidder.
17. The Bidder shall enforce strict discipline and good order among the Bidder's employees and other persons carrying out the Contract. The Bidder shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
18. To the fullest extent permitted by law, the Bidder shall indemnify, defend and hold harmless the Owner, and its officers, directors, employees and agents, from and against claims, damages, losses and expenses, including but not limited to, attorney's fees and defense costs, arising out of or resulting from performance of the Work, to the extent caused in whole or in part by the acts or omissions of the Bidder, anyone directly or indirectly employed by the Bidder or anyone else for whose acts of omissions the Bidder may be liable. The Bidder agrees to and does hereby assume on behalf of the Owner, and its officers, directors, employees and agents, the defense of any action at law or in equity which may be brought against such indemnities by reason of claims for which indemnity is owed hereunder, and will pay on behalf of such indemnities, upon their demand, the amount of any judgment that may be entered against such indemnities in any such action.
19. The Bidder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Bidder agrees to increase manpower, increase work hours and to increase equipment necessary to maintain the projected progress schedule.
20. The Contract shall be governed by the law of the place where the Project is located.
21. The Bidder and Owner mutually agree that the Contract Documents are not to be presumptively construed or applied in favor of or against either party hereto.
22. The Owner and Bidder respectfully bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless

remain legally responsible for all obligations under the Contract.

23. Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
24. No action or failure to act by the Owner shall constitute a waiver of a right or duty afforded it under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

PART TWO: INSTRUCTION TO BIDDERS

2.1 BID CONDITIONS

- 2.2 No bid will be recorded unless the Bid Reply Form is completed and signed by the bidder.
- 2.3 All bids will be effective for ninety (90) calendar days from the date of the bid opening and no bid may be withdrawn during that period except as permitted by law.
- 2.4 It is understood that quantities indicated in the specifications are estimates of our needs and that these quantities may be increased or decreased by the Owner at the time orders are placed.
- 2.5 It is understood that the bidder agrees to deliver specified quantities prepaid, F.O.B., to each of our 4 school buildings. Each item must have the shipping prices included in the unit price.
The Owner will not be responsible for payment of collected shipping charges nor any shipping charges not included in the bid. Deviation from this condition will not be acceptable.
- 2.6 It is understood that the bidder agrees to furnish according to specifications all items for which a quotation is offered. The Owner will consider all items offered as "or equal" when offered at the same or lower price, but reserves the right to determine which is strictly "or equal" taking into consideration that which appears to best serve the purpose of the Owner. If a substitution is intended for any item, the bidder must clearly indicate his offering including the manufacturer and product number in the body of specifications and submit details. Any substitution for specified materials must follow the guidelines stipulated in Sections 1 – General Overview, of this project manual.
- 2.7 The Owner does not obligate itself to accept the lowest of, or any bids, and particularly reserves the right to accept or reject any or all bids and to waive any informalities in the bidding process.
- 2.8 It is understood that the "unit price for additions" on the form of bid, shall prevail over the extended price and that the price per unit shall be the unit specifically indicated by the Owner. In the case of a price discrepancy, the indicated price, when multiplied by the number of units desired, shall be the acceptable bid price.

- 2.9 In accordance with the Worker and Community Right to Know Act, all items containing hazardous substances and mixtures, as determined by the Department of Labor and Industry, must be labeled as such and accompanied by the appropriate MATERIAL SAFETY DATA SHEETS (M.S.D.S.). Suppliers may mail the M.S.D.S. sheets at the time of material shipment.
- 2.10 Owner will not discriminate in its educational programs, activities or employment practices, based on race, color, national origin, sex, disability, age, religion, ancestry, union membership or any other legally protected classification. Announcement of this policy is in accordance with state and federal laws, including Title IX of the Educational Amendments of 1972, and Sections 503 and 504 of the Rehabilitation Act of 1973.

Employees and participants who have an inquiry or complaint of harassment or discrimination, or need information about accommodations for persons with disabilities, should contact: **Mr. Charley Kiss, Business Affairs/Title IX Coordinator @ 412-664-3600 x.3680**, McKeesport Area School District.

2.11 **GUARANTEE**

Bidder will provide and honor all WARRANTIES and GUARANTEES as stated in these Contract Documents.

2.12 **QUALITY ASSURANCE**

Bidder / Installer Qualification

Bidder shall list at least three (3) Chromebook Purchasing projects of equal or larger size that have been completed within the last three (3) years. These applications shall be documented and available for site visitation if deemed necessary.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

2.13 ENVELOPES

Sealed envelopes containing bids shall be clearly marked “**SEALED BID FOR CHROMEBOOK PURCHASE- DO NOT OPEN**” and shall be sent or delivered to the address listed on the “Form of Bid” as prepared and included in these bid specifications.

2.14 BID AWARD

All bids are due to the Technology Coordinator or designee of McKeesport Area School District, 3590 O’Neil Blvd., McKeesport, Pa., 15132; Attention: Technology Coordinator or their designee by **12:00 P.M. (Noon) EST, Friday, June 16th, 2023**

This project is scheduled to be officially awarded at the regular School Board meeting on **Wednesday, June 28th, 2023** pending Board approval.

2.15 QUESTIONS

Questions regarding this bid **must be submitted in writing** by email or fax to:

McKeesport Area School District
Attn: Technology Coordinator or their designee
3590 O’Neil Blvd.
McKeesport, Pa. 15132
Fax: (412-664-3952)
bids@mckasd.net

2.16 DISCREPANCIES AND ADDENDA

Should a Bidder find any discrepancies in the specifications, or should be in doubt as to their meaning, he shall notify the Owner’s representative at once. The Owner representative will then send a written **Addendum** to all bidders concerned. Oral instructions or decisions, unless confirmed by addenda, will **NOT** be considered valid, legal or binding.

No extras will be authorized because of the failure of the Bidder to include work called for in the addenda, in his bid.

2.17 COMPETENCY OF THE BIDDER

To enable the Owner to evaluate the competency and financial responsibility of a Bidder, the low bidder shall, when requested by the Owner, furnish the following information that shall be sworn to under oath by him or a properly authorized representative of the Bidder.

1. The address and description of the Bidder’s place of business.
2. The name and/or Articles of co-partnership or incorporation.
3. Itemized list of equipment available for use on this project.

4. A list of projects completed similar in nature during the previous twelve (12) months, including the contract value and names of the Owners involved.
5. A statement regarding any past, pending or pending litigation with an Owner.
6. Such additional information as may be requested that will satisfy the Owner that the Bidder is adequately prepared in the technical experience, or otherwise to fulfill the Contract.
7. Sufficient documents to ensure that the Bidder is in compliance with current Fair Employment Practice requirements of the Owner.

2.18 **DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of their bid or bids:

1. Evidence of collusion among the bidders.
2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.
3. Lack of experience as shown by past work, and judged from the standpoint of workmanship and performance history.
4. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

2.19 **PAYMENT**

Invoicing: Request for payment shall be mailed to McKeesport Area School District, 3590 O'Neil Blvd., McKeesport, Pa. 15132 Attn: Business Manager or their designee, as well as an electronic copy of the invoice sent to Joyce Hammer at jhammer@mckasd.net with the subject "CHROMEBOOK PURCHASE Invoice". Request for payment must contain the purchase order numbers issued for the purchasing of awarded items.

The Bidder's application for payment shall be presented to the Owner between the first (1st) and the fifth (5th) day of each calendar month. Applications received prior to the first (1st) day of the month or subsequent to the fifth (5th) day of the month shall be deemed to have been received by the Owner as of the fifth (5th) day of the following calendar month. Payments are due and payable thirty (30) days from the date of receipt of the application. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate prevailing from the time at the Pennsylvania Local Government Investment Trust (PLGIT).

The Bidder shall submit one invoice for the materials and mobilization, after the Owner's representative has verified in writing, that all materials and equipment are on site and conform to the requirements set forth in this project manual. This invoice shall not exceed sixty (60%) percent of the total value of the contract.

Additional invoices will be submitted on a monthly basis and will be considered a request for “progress payments”. Progress payments will not be released until the Owner’s representative has approved and verified the amount of work completed is commiserating with the payment request.

A fifteen (15%) percent retainer will be held until all punch list items are completed; provided, however, that the Owner shall be entitled to withhold up to one and one-half (1 ½) times such amount as is required to complete or correct any remaining, uncompleted or non-conforming work.

- A. Invoice payment will be made to the bidder/vendor no later than sixty (60) days after the latest of the following dates: (1) date on which the McKeesport Area School District Business Manager or designee receives a proper invoice: or (2) date on which McKeesport Area School District accepts the goods.
- B. Payments are considered made by McKeesport Area School District as of the date of the payment check.
- C. Interest and/or interest penalty, if applicable, shall be at a rate of one half (0.5%) percent per month.
- D. All invoicing and payments are subject to and governed by “Pennsylvania’s Political Subdivision Procurement Interest Payment Act, Act 138 of 1994, as amended.

2.20 PROHIBITION ON CASH ALLOWANCES

No cash allowances for any purposes are included in the specifications of this project.

3.1 SUBSTITUTION OF MATERIALS

Standard of Quality: The various materials and products specified in the specification by name or description are given to establish a standard of quality and cost for bid purposes. It is not the intent to limit the bidder, the bid or evaluation of the bid to any one material or product specified, but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words “(or equal), which are alternatives of the quality necessary to meet the specifications”. A bid containing an alternative that does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder the bidder will be required to replace any alternatives that do not meet the specifications.

A bidder intending to furnish a substitute in place of the item(s) specified will be required to submit to the District Technology Coordinator by 12:00 PM **Friday, June 2nd, 2023** with all information requested under Section (3.2).

NOTE: Substitutions submitted for approval after this period will not be considered or approved to the submitting bidder

Bidders Specifying Alternatives must supply the Owner with the following:

1. A sample of the equipment that they intend to furnish under the bid.
2. Consideration will be given only to equipment that have approval prior to the scheduled Bid Opening Date.

Note: Notification of approval of any substitution shall be made only through issuance of a written addendum.

3. The Owner reserves the right to be the final authority on the acceptance or rejection of any proposed substitute materials.
4. During the course of work, the Owner's Representative will be permitted to secure samples of any equipment being used from the job site to check for approved use.

McKeesport Area School District

FORM OF PROPOSAL

McKeesport Area School District
3590 O'Neil Blvd.
McKeesport, PA 15132

Ladies and Gentlemen:

We, the undersigned, herewith propose and agree to furnish the McKeesport Area School District all of the items and services at the net price set forth on the Bidder Information Sheet.

This proposal is subject to all terms of the contract documents which include the Invitation for Bids, Instructions to Bidders, Bid Advertisement, Bid Information Sheet, Form of Proposal, Non-Collusion Affidavits, Conditions of Bid or Proposal, Special Conditions, if any, and the Specifications for the Articles desired; and we hereby agree to enter into a written contract to furnish such item, items or services as may be awarded to us and to furnish such security as these specifications require.

We understand that the McKeesport Area School District reserves the right to reject any and/or all bids or any portion thereof, not deemed satisfactory or to select single items for bid.

Two copies of this form were furnished to us; one we retained for our files and the other is being returned to you containing our bid.

The undersigned bidder certifies to having read the Invitation for Bids, Instructions to Bidders, Bid Information sheet of Proposal, Form of Proposal, Bid Advertisement, Non-Collusion Affidavit, Conditions of Bid or Proposal Special Conditions, if any, and Specifications and has familiarized itself with all laws referred to, and offers to furnish article(s) and/or service(s) as specified to the McKeesport Area School District in exact accordance with these specifications and conditions at the prices stated on the attached forms.

If Bidder is an individual:
Sign Here _____

If Bidder is an individual:
Sign Here _____

If Bidder is an individual trading under a fictitious name, or is a partnership:
Sign Here _____
Title

If Bidder is a Corporation fill in corporate name, sign and affirm seal:
Sign Here _____
President/Vice President

Attest _____
Secretary or Asst. Secretary

McKeesport Area School District

FORM OF PROPOSAL

McKeesport Area School District
3590 O'Neil Blvd.
McKeesport, PA 15132

Ladies and Gentlemen:

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If Bidder is an individual:
Sign Here _____

If Bidder is an individual:
Sign Here _____

If Bidder is an individual,
trading under a fictitious
name, or is a partnership:
Sign Here _____
Title

If Bidder is a Corporation
fill in corporate name, sign
and affirm seal:
Sign Here _____
President/Vice President

Attest _____
Secretary or Asst. Secretary

McKeesport Area School District

NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant of the and according to the Pennsylvania Antibiid-Rigging Act, 73 P.S. ss 1611 et seq., 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 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 other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In 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 "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 bids of any other firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of completion.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

McKeesport Area School District

NON-COLLUSION AFFIDAVIT

Contact/Bid No. _____

State of : _____ :
County of: _____ : s.s.

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 price(s) and the amount of this bid.

I state that:

1. The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Bidder, 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 noncompetitive bid or other form of complementary or other noncompetitive bid.
4. _____, its affiliates subsidiaries, officers, *Name of my Firm* directors and employees are not currently under investigation by any governmental agency and has 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
Name of my Firm

that the above representations are material and important, and will be relied upon by McKeesport Area School District in awarding the contract(s) for which this bid is being submitted. I understand, and my firm understands that any misstatement in this affidavit is, and shall be treated, as fraudulent concealment from McKeesport Area School District of the true facts relating to the submission of bids for this contract.

Signature _____

Name and Company Position

McKeesport Area School District

NON-COLLUSION AFFIDAVIT

Contact/Bid No. _____

State of : _____ :
County of: _____ : s.s.

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 price(s) and the amount of this bid.

I state that:

1. The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Bidder, 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 noncompetitive bid or other form of complementary or other noncompetitive bid.
4. _____, its affiliates subsidiaries, officers, *Name of my Firm* directors and employees are not currently under investigation by any governmental agency and has 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:

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that the above representations are material and important, and will be relied upon by McKeesport Area School District in awarding the contract(s) for which this bid is being submitted. I understand, and my firm understands that any misstatement in this affidavit is, and shall be treated, as fraudulent concealment from McKeesport Area School District of the true facts relating to the submission of bids for this contract.

Signature _____

Name and Company Position