

**PENNSBURY SCHOOL DISTRICT
134 YARDLEY AVE.
FALLSINGTON, PA 19054**

REQUEST FOR BID

Cafeteria ID and Scanning Equipment

BID#2425-056

OPENING DATE:

Monday, July 8th, 2024 AT 2:00 PM

**PENNSBURY SCHOOL DISTRICT
134 YARDLEY AVENUE
FALLSINGTON, PA 19054
REQUEST FOR BID**

BID NAME: Cafeteria ID & Scanning Equipment
BID NUMBER: 2425-056

OPENING DATE: July 8th, 2024 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 SPREADSHEET"
- 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:

IS AN OWNER _____ OFFICER _____ AGENT _____

TITLE: _____

AND THAT HE/SHE IS FULLY AUTHORIZED TO SUBMIT SUCH PROPOSAL ON THEIR BEHALF.

COMPANY NAME: _____

ADDRESS: _____

DATE: _____

TELEPHONE NUMBER: _____ FAX NUMBER _____

SIGNATURE (written in ink): _____

SIGNATURE (printed): _____

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
(Name) (Title)

(Name of Firm)

and that I am authorized to sign 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. _____ (name of firm) its affiliates, 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 19054
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**. All bids/proposal correspondence, pricing, etc., must be typewritten or hand written in ink.
3. Awarded bids/proposals will remain in effect **through the duration of time needed to acquire all equipment**. 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:
 - a. 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, gender discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
 - b. 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.
 - c. 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.
 - d. 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. The contractor shall agree to comply with the 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 this 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 prevail.
21. The prices in your bid/proposal shall be NET prices and must include ALL shipping, handling and delivery costs. 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:
- 27.

**PENNSBURY SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
134 YARDLEY AVENUE
FALLSINGTON, PA 19054
ATTN: ACCOUNTS PAYABLE**

**BID#2425-056
PENNSBURY SCHOOL DISTRICT
BID CERTIFICATION & SUMMARY**

BID IDENTIFICATION: Cafeteria ID & Scanning Equipment
BID OPENING DATE: Monday, July 8th, 2024 2:00 P.M.
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
 ADMINISTRATION BUILDING
 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)

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 1986 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or 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 U.S.C. 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.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]