

**THE PENNSBURY SCHOOL DISTRICT
134 YARDLEY AVENUE
FALLSINGTON, PA 19054**

BID#2122-012

June 29th, 2021

Gentlemen:

The Pennsbury School District is seeking bids on the enclosed specifications for:

Generator and ATS Repairs, Maintenance, Parts & Supplies – District Wide - Bid #2122-012

Your attention is directed to the General Bid Requirements, which are attached, governing the submission of your proposal.

Sealed bids are to be submitted to Mr. Steve Waterson, Purchasing Agent, 134 Yardley Avenue, P.O. Box 338, Fallsington, PA 19054, on or before 2:00 p.m. on **Thursday, July 22, 2021**, and will be publicly opened at that time at the Administration Building at the same address. Bids should be plainly marked as **Generator and ATS Repairs, Maintenance, Parts & Supplies – District Wide - Bid #2122-012** on the envelope.

ANY BID HAND DELIVERED TO THE ADMINISTRATION BUILDING MUST BE DELIVERED DURING BUSINESS HOURS. THE PENNSBURY SCHOOL DISTRICT IS NOT RESPONSIBLE FOR BIDS HAND DELIVERED AFTER BUSINESS HOURS.

Please direct all questions concerning the request for bids to **Mr. Brian Russell**, Supervisor of Maintenance, at (215) 428-4152.

All bids are to be firm for a period of sixty (60) days from the opening on **July 22, 2021**.

Sincerely,



TIMOTHY HOLMAN
Director of Facilities

Gentlemen:

This letter is to notify you that all vendors providing services to the Pennsbury School District having unsupervised direct contact with children must comply with **Act 34, Act 114 and Act 151.**

All Criminal History Background Checks and appropriate forms must be on file with the Pennsbury School District prior to performing such services. All forms **must** be current (within the last 12 months).

Sincerely,

A handwritten signature in blue ink, appearing to read 'THH', with a long horizontal flourish extending to the right.

TIMOTHY HOLMAN
Director of Facilities

SPECIFICATIONS - BID #2122-012

**Generator and ATS Repairs, Maintenance, Parts & Supplies
District Wide**

LOCATION: Pennsbury School District
134 Yardley Avenue
Fallsington, Pa 19054

SUPPLY: Generator and ATS Repairs, Maintenance, Parts & Supplies, as per the attached specifications.

SITE VISIT: Site visit is optional and not required to bid. To schedule a site visit, please call Brian Russell, Maintenance Supervisor, at (215) 428-4152.

GENERATOR AND ATS REPAIRS, MAINTENANCE, PARTS & SUPPLIES – DISTRICT WIDE

Scope

Provide all materials, labor and equipment necessary to complete the work needed throughout the district.

Specifications

The Pennsbury School Board solicits sealed bids for Generator and ATS Repairs, Maintenance, Parts and Supplies for the 2021/22, 2022/23, and 2023/24 school years in accordance with the following conditions and specifications:

1. Sealed bids for furnishing supplies and repairs to the Pennsbury School District shall be in the hands of Mr. Steve Waterson, Purchasing Agent, Administration Building, 134 Yardley Ave., Fallsington, PA 19054 on or before 2:00 PM, Thursday, July 22, 2021 and plainly marked on the envelope "Generator and ATS Repairs, Maintenance, Parts and Supplies **Bid #2122-012.**"
2. Bids will be opened on Thursday, July 22, 2021 at the Pennsbury School District Administration Building, 134 Yardley Ave., Fallsington, PA 19054 beginning at 2:00 PM.
3. Any and all work assigned under this bid shall be performed by competent work persons in an efficient, effective manner consistent with sound business practices and any and all applicable federal, state, and local laws and regulations.
4. Work assigned under this bid shall be at the district's discretion, typically consisting of one or more small dollar projects, all of which shall individually be less than prevailing wage and below the district's current bid threshold.
5. No work on a specific project shall begin without a duly authorized District purchase order signed by the district's purchasing agent.
6. Failure to respond could result in you not receiving any Pennsbury School District business for said repairs for the next three years.
7. If needed, the District reserves the right to make awards to additional vendors throughout the three-year period by securing further bids or quotes.
8. The district expects to continue to bid larger construction and major maintenance projects with detailed specifications.
9. No bid bond will be required as the District expects to make awards to multiple vendors with annual volumes determined by need.
10. Bidders shall enter, in the appropriate column on the bid form, the cost or discount offered for each category the bidder can supply. If discount is to be based on the manufacturer, please attach a separate list of manufacturers and percentage discount from list price.

11. All prices are to include inside delivery to the school or schools as specified when contracts are awarded. Freight, delivery, and any other costs and fees must be included in all pricing submitted in the bid.
12. Bidders shall state, in the appropriate place on the bid form, what discount, if any, is offered for prompt payment of bills; and if such cash discount is offered it shall also be stated within what period of time the discount will be allowed.
13. Bidders shall indicate on the appropriate place on the bid form if procurement (VISA) cards or ACH payments are accepted.
14. Bidders will supply contact information for five references.
15. Delivery:
 - a. Supplies may be delivered or picked up at the Districts discretion. Deliveries are to be made only during the hours of 7:30 a.m. to 3:00 p.m. daily, Monday through Friday, except on holidays when schools are closed.
 - b. Discounted price shall include delivery cost or note any exception on the bid sheet.
 - c. No surcharge for fuel will be accepted.
16. Successful bidders shall provide the district a current and satisfactory certificate of insurance naming the district as an additional insured before starting any work.
17. Pennsbury School Board reserves the right to waive any or all the technicalities in this bid.
18. The Pennsbury School Board reserves the right to accept or reject any or all bids and to determine for itself what purchases are necessary in a given school year from the awarded contracts. The nature of this bid is such the district may or may not need the on call services of your firm.
19. The District anticipates awarding one or more contracts and reserves the right to award multiple such contracts to ensure appropriate coverage across a broad spectrum of parts and services.
20. Failure to complete and return the enclosed Non-Collusion affidavit with your bid will result in disqualification.
21. Bidder agrees to adhere to Anti-Discrimination Clause included within the contents of this bid.
22. Piggybacking - It is understood that the goods and services described in the specifications may be purchased by the District and any other local municipal bodies as set forth in the specifications and bidder agrees to supply the goods and services to the local municipal bodies on the same terms and conditions as if they were to be supplied to the District. To the extent that the local municipal bodies purchase goods or services, then the local municipal bodies, and not the District, shall be liable to the bidder.
23. If there are any questions concerning item description, quantity or other aspects of these specifications, please call Brian Russell at (215) 428-4152.

Ladies & Gentlemen:

We propose to furnish Generator and ATS Repairs, Maintenance, Parts & Supplies to the Pennsbury School District during the 2021/22, 2022/23 and 2023/24 school years according to your specifications of July 22, 2021 at the following discounts.

Please state your discount as any one of the three types below:

Parts and Supplies	% Discount off of Manufacturer's List Price	% Discount off of Catalog Price	% Discount off of Shelf Price
Building Materials & Hardware			
Electrical Parts/Supplies			
Generator Repair Parts			
Motor Parts/Supplies			
Automatic Transfer Switch Repair Parts			
Fuel Treatment Supplies			
All other categories of parts/supplies not included above:			

Please state rates as indicated:

Maintenance/Repairs	Hourly Peak Rate	Hourly Off-Peak Rate	Discount on Materials	Service Call Fee
Generator Maintenance/Repair				
Automatic Transfer Switch Maintenance/Repair				
Fuel Treatment Maintenance/Repair				
Electrical Repairs				
Electrical Repairs/Motors				
All other categories of repair services not included above – please specify:				

Addendum(s) Received: ___ No ___ Yes (1 2 3)

Minimum order, if any, required for free delivery _____

Items excluded from discount: _____

Are prices adjusted on a periodic bases? If so, how often? _____

Do you accept purchase orders? YES or NO

Are procurement cards (VISA) accepted for payment? YES or NO

Are ACH Payments accepted? YES or NO

Contact information for three references is enclosed _____

___ % Discount if Paid Within ___ Days.

The Non-Collusion Affidavit is signed and attached _____

For W-9 is attached _____

Bidder Proposal or Reference # _____

Special Instructions/exceptions: _____

Authorized Signature

Vendor

Print Name

Address

Date

Phone

Email

Fax

REFERENCES

Company:

Address:

City, State, Zip:

Phone

Email:

Company:

Address:

City, State, Zip:

Phone

Email:

Company:

Address:

City, State, Zip:

Phone

Email:

Company:

Address:

City, State, Zip:

Phone

Email:

AGREEMENT BY VENDOR OR INDEPENDENT CONTRACTOR
OF THE PENNSBURY SCHOOL DISTRICT TO COMPLY
WITH ACT §111 OF THE PUBLIC SCHOOL LAWS

1. This agreement is part of the agreement between the undersigned business person or entity and the Pennsbury School District, dated _____, for the sale of goods or the provision of services as an independent vendor or contractor in the nature of: _____, **Bid #2122-012.**

2. The undersigned understands that after January 1, 1986 independent contractors and their employees hired after that date must comply with §111 of the School Code, which provides, among other things, that a **CRIMINAL HISTORY INFORMATION RECORD SEARCH** must be obtained for each employee who could come into contact with school children, showing that such employees have not been convicted of certain crimes. A copy of the law is available upon request.

3. It is agreed that the Pennsbury School District has no right of direct control over the hiring, retention, screening or assignment of employees, agents or officers of the undersigned, and further that the undersigned is responsible for compliance with this law. In addition, should any official or employee of the school be subject to any claim, proceedings, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of the undersigned, or its officers, agents or employees, to comply with said law, then the undersigned, as part of the consideration of doing business with the School District, hereby agrees to indemnify and hold harmless the District and all District employees for all losses, including costs of counsel and all expenses incident thereto.

Dated: _____ 20 _____

By: _____ (Seal)
(Proprietor, Authorized Officer or Partner)

(Corporate Seal,
if applicable)

Witness or Attest:

Business Name and Address of
Vendor/Independent Contractor

ANTI-DISCRIMINATION CLAUSE
(Section 755, Pennsylvania School Code)

1. In accordance with the provisions of the Pennsylvania School Code, the contractor agrees:
 - a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;
 - b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;
 - c. That there may 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 was discriminated against or intimidated, in violation of the provisions of the contract; and,
 - d. 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 or conditions of this portion of the contract.

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 (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)

SEAL

(Notary Public)

My commission expires _____