

**REQUEST FOR BIDS**

Governor Mifflin School District requests sealed bids, at its administrative offices at 10 S. Waverly Street, Shillington, PA 19607 at or before 1:30pm local time, on Wednesday, April 17, 2019, when they will be publicly opened, for

**ART SUPPLIES BID**

in accordance with the General Conditions, Detailed Specifications, and other Contract Documents (as listed in the General Conditions), which interested persons may obtain by phoning (610) 775-1461 ext. 1107, between the hours of 7:30 a.m. and 3:30 p.m., weekdays, or by emailing Denise.Goodhart@gmsd.org

All bids must be marked on the outside envelope "**Supplies Bid**" and be addressed to Diane J. Richards, CFO, Governor Mifflin School District, 10 S. Waverly St, Shillington, PA 19607.

GOVERNOR MIFFLIN SCHOOL DISTRICT

Bidder: \_\_\_\_\_ Phone: \_\_\_\_\_

## GENERAL CONDITIONS

These General Conditions shall apply to and become part of the contract between Governor Mifflin School District and the Bidder (the "Contract").

Contract Documents: The documents that will form the Contract between the Governor Mifflin School District (hereinafter, either "Governor Mifflin School District" or the "School District") and the Bidder are entitled "Request for Bids," "General Conditions," "Non-Collusion Affidavit," "Bid Bond," "Acknowledgement--Receipt of Revisions/Addendums", "Bid Certification", "Bid Form", "Contract," "Bidder's Past History," and "Specifications or General Requirements." Defined terms in the General Conditions shall apply to all of the Contract Documents.

Bid Form: Each Bidder must submit its Bid on the "Bid Form" and must also submit therewith the Non- Collusion Affidavit, Acknowledgment--Receipt of Revisions/Addendum, Bidder's Past History, Bid Bond and the Bid Certification. The School District will notify the successful Bidder at the time when Bids are awarded. The successful Bidder shall be referred to herein as the "Supplier."

Bid Bond: Each Bidder must submit with this Bid a "Bid Bond" which shall be a Bid Bond or certified check payable to Governor Mifflin School District in the amount of at least ten percent (10%) of the Bid price. The Bid Bond or certified check shall be retained by the School District until the successful Bidder enters into the Contract with the School District in the attached form whereupon the Bid Bonds or certified checks shall be returned to the unsuccessful Bidders.

Permits: Supplier shall obtain all permits required by law and shall perform its obligations hereunder in accordance with the terms of the Contract Documents and to the satisfaction of the School District, and shall comply with all laws, rules and regulations of the U.S. Government and Commonwealth of Pennsylvania, and any department or agency thereof.

Intent of Specifications: The successful Bidder shall abide by the true intent of the Specifications and Contract Documents.

Nature of Agreement: The quantities listed on the detailed Specifications are merely estimates of the School District's needs, and are provided solely for bidding purposes so that bidder can provide a price. Those quantities that are listed on the detailed Specifications are strictly estimates, and the School District is not committing to purchase such estimated amounts, nor is the School District committing to purchase any minimum amount, and can purchase none if the School District so chooses. Furthermore, the School District may purchase a greater quantity than the quantity listed on the detailed Specifications, if the School District elects to do so, in its sole and absolute discretion. In the event that the School District elects to purchase a greater quantity than the quantity listed on the detailed Specifications, the price for such additional quantities shall be per the lesser of: (i) the "Unit Price" included on the Bid Form for each item requisitioned; or (ii) the lowest price previously quoted to or charged by the Bidder to the School District for like goods or services in like quantities under similar circumstances. The products, materials and equipment to be ordered by the School District shall be requisitioned on an as-needed basis. In the School District's sole and absolute discretion, upon written notice to the Supplier, the School District reserves the right to purchase additional supplies that are in conformance with the detailed Specifications for up to six (6) months immediately following the date of the bid opening upon the same terms and conditions set forth in this bid package and the Contract Documents.

Price: Supplier warrants that the prices stated on the Bid Form are the lowest net prices charged by Supplier to any other customer for like goods or services in like quantities under similar conditions. If Supplier quotes a lower price within thirty (30) days after delivery to the School District, Supplier shall promptly pay to the School District a rebate in the amount of the difference of such amounts within ten (10) days of making such lower quote.

Delivery Due: The successful Bidder will be required to make complete delivery of Bid items to the School District on or after JULY 1, 2019, but no later than AUGUST 14, 2019.

Standard of Quality: Goods are to be new merchandise, not previously used or recycled merchandise. When a manufacturer and/or brand name and/or catalog number is specified, it is understood that the Bidder is responsible to provide the specified manufacturer and/or brand name and/or catalog number, as applicable, unless stated in the Contract Documents. The Specifications are intended to indicate quantity to be purchased, the quality, style, and specific features of the items and in some or all cases, a specific manufacturer and model of the item. Governor Mifflin School District is the sole determiner as to the quality and performance of the goods supplied by Supplier.

When no manufacturer, brand name or catalog number is specified, Bidder may substitute substantially similar goods for those specified. When doing so, the substitute item shall indicate clearly the manufacturer and/or brand name and the catalog number of such substituted items and provide a catalog cut which provides a description of the item sufficient to permit the School District to properly evaluate the substitute. The catalog cut shall be marked in a manner to easily identify it with the item bid.

Bidders shall submit samples of the substitute items at the same place and time the Bid is due. Samples shall be of sufficient size and quantity for an adequate evaluation and may be altered or destroyed during testing and evaluation by the School District. If the Bidder wants the sample(s) returned, the Bidder shall state with the Bid that the sample will be retrieved by the Bidder. A sample shall become the property of the School District if not retrieved by the Bidder within thirty (30) days after delivery thereof.

Freight and Delivery: All goods delivered pursuant hereto shall be delivered F.O.B. (without charges for delivery to and placing on board a carrier at a specific point) to District Receiving, 600 Governor Drive, Shillington, PA 19607.

DELIVERIES SHALL BE MADE ONLY BETWEEN 7:00 A.M. AND 3:00 P.M., local prevailing time. Shipment shall be made only upon the receipt by Supplier of a written (or faxed, or emailed) written request signed by the School District. The requested supplies must be delivered to the School District by the date specified in the Contract Documents or as otherwise provided by the School District. Late deliveries will result in a one percent (1%) late fee for each day the delivery, or any portion thereof, is late, which late fee shall be applied to such delayed item's invoice, or any other invoice. The late fee provided herein shall not be the exclusive remedy of the School District upon a failure of Supplier to perform hereunder, and shall not interfere with or limit any other rights and remedies available to the School District upon a breach of the Contract Documents.

Delivery tickets and/or packing slips shall provide the following information: name of item, item number, quantity, Unit Price, invoice total and name of Bidder.

Failure to comply with these General Conditions, the detailed Specifications, or any other Contract Document is sufficient reason to refuse acceptance of any delivery, or portion thereof, with no liability accruing to the School District.

Upon acceptance as provided herein, providing the applicable invoices have been received by the School District, payment for such items will be made by the School District within thirty (30) days of such approval.

Reject Bids: The School District reserves the right to reject any or all Bids or parts of a Bid, to waive any informalities as received and to award the Bid in its entirety or to apportion such Bids into several smaller Bids in the School District's best interests.

Bid Withdrawal: Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974 73 P.S. Sec. 1601 et seq. Strict compliance with said Pennsylvania Bid Withdrawal Act is required to withdraw a Bid after Bid opening.

Competent Workers: No person shall be employed to do work under this Contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent and first class, within the meaning of the Educate America Act of 1994 or this provision, except those who are duly skilled in their respective branches of labor and who shall be paid not less than such rates of wages and for such hours' work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done. (24 P.S. §7-752)

Resident Laborers: Laborers and mechanics employed shall have been residents of the Commonwealth of Pennsylvania for at least ninety (90) days prior to their employment. Failure to keep and comply with this provision shall be sufficient legal reason to refuse payment of the Contract price to the Supplier. (24 P.S. §7-752)

Prohibited Discrimination: The provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955 (P.L. 744) (43 P.S., §951, et seq.) of the Commonwealth of Pennsylvania and Human Relations Contract Compliance, 16 Pa. Code 349.101, all of which may be amended from time to time, prohibit certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. Supplier shall agree to comply with the

provisions of this Pennsylvania Human Relations Act and the Human Relations Contract, which is made part of these General Conditions as if included herein at length. (24 P.S. §7-755).

Supplier's and Subcontractor's Insurance: Supplier shall not commence work under the Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the School District, nor shall Supplier allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved by the School District as provided herein. All of the Supplier's and subcontractors liability insurance providers must be licensed and authorized to conduct business in the Commonwealth of Pennsylvania. The insurance carriers of whom the Supplier and subcontractors have purchased insurance coverage are to have an A- or better rating plus a financial rating of VI or better with the "AM Best's Company Key Rating Guide" – latest edition.

- (a) Compensation and Employer's Liability Insurance: Supplier shall procure and shall maintain during the life of the Contract Worker's Compensation Insurance and Employer's Liability Insurance as statutorily required by the state and federal government for each accident, for all of his employees to be engaged in work on the Project, and in case of any such work sublet, Supplier shall require the subcontractor similarly to provide such Workmen's Compensation Insurance and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- (b) Supplier's Public Liability and Property Damage Insurance: Supplier shall procure and shall maintain during the life of the Contract Supplier's Public Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person and Supplier's Property Damage Insurance in an amount not less than \$1,000,000.
- (c) Supplier's Protective Liability and Property Damage Insurance: Supplier shall procure and shall maintain during the life of the Contract Supplier's Protective Liability Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, in an amount not less than \$1,000,000 on account of one accident, and Supplier's Protective Property Damage Insurance in an amount not less than \$1,000,000.
- (d) Supplier's Automobile Liability and Property Damage Insurance: Supplier shall procure and shall maintain during the life of the Contract Automobile Liability Insurance in amount not less than \$1,000,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident and Automobile Property Damage Insurance in an amount not less than \$1,000,000 which Liability and Property Damage Insurance shall include all hired automobiles and all non-owned automobiles used by Supplier.
- (e) Subcontractor's Public Liability and Property Damage Insurance, Protective Liability and Property Damage Insurance, and Automobile Liability and Property Damage Insurance: Supplier shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance, Subcontractor's Protective Liability and Property Damage Insurance and Sub-Supplier's Automobile Liability and Property Damage Insurance of the type specified in subparagraphs (b), (c), and (d) hereof, in amounts approved by the School District.
- (f) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b), (c), (d), and (e) hereof, shall provide adequate protection for Supplier and his subcontractors, respectively, against damage claims which may arise from operations under the Contract, whether such operations be by the insured or by anyone directly or indirectly employed by the insured and, also, against any of the following special hazards which may be encountered in the performance of this Contract: collapse and damage to underground utilities.
- (g) Proof of Carriage of Insurance: The Supplier shall procure, and shall keep in force for the duration of this Contract, a policy or policies of liability insurance, in the types and amounts described above, wherein the School District is named as an additional insured party, issued by a company which is satisfactory to the School District, covering all claims for personal injury, death, and property damage which arise out of or are in anyway related to any act done or omitted with respect to Supplier's performance of the Contract or in the course of such performance. Each such policy shall provide that no cancellation or material change thereof shall be effective until thirty (30) days after written notice of intent to cancel it has been given to the School District. Before performing any work for the School District hereunder, Bidder shall furnish the School District with a certificate of insurance from the insuring company, as evidence that such liability insurance has been obtained. In addition, all of the Supplier's insurance policies shall be primary and non-

contributory with respect to any other valid and collectible insurance policies. Failure to furnish the correct type of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and the Supplier shall be deemed to be in default.

Reports, Records, and Data: Supplier and each of its subcontractors shall submit to the School District such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the School District may request concerning work performed or to be performed under this Contract.

Guarantee: Unless specified otherwise, Supplier shall guarantee that all goods received under the Contract shall be free from defects for a period of one (1) year from date of acceptance thereof, which shall be in addition to any guarantee provided by the respective manufacturers.

Prohibited Interests: No official of the School District who is authorized in such capacity and on behalf of the School District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving, the Contract or any portion thereof, shall become directly or indirectly interested personally in the Contract or in any part thereof and Supplier shall immediately notify School District to the extent it becomes aware or has reason to believe that any such official has become so involved. No officer, employee, attorney, engineer or inspector of or for the School District who is authorized in such capacity and in behalf of the School District to exercise any legislative, executive, supervisory or other similar functions in connection with the Contract shall become directly or indirectly interested personally (except in such professional capacity) in the Contract or in any part thereof. (18 P.S. §7503; 24 P.S. §§7-751(e), 7-751.1; 62 Pa.C.S.A. §4501 et. seq.)

Subcontracting:

- (a) Supplier may utilize the services of subcontractors.
- (b) Supplier shall not award any work to any subcontractor without prior written approval of the School District, which may be given or withheld in the School District's sole discretion. Supplier shall submit to the School District a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the School District may require.
- (c) Supplier shall be as fully responsible to the School District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Supplier.
- (d) Supplier shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind the subcontractors to Supplier by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give Supplier the same power as regards terminating any subcontract that the School District may exercise over Supplier under any provision of the Contract Documents.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the School District.

Assignments: Supplier shall not assign the whole or any part of the Contract or any moneys due or to become due thereunder without written consent of the School District. In case Supplier assigns all or any part of any moneys due or to become due under the Contract the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Supplier shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in the Contract.

Mutual Responsibility: If through acts of neglect on the part of the Supplier, any subcontractor shall suffer loss or damage, the Supplier agrees to settle with such other subcontractor by agreement or arbitration, if it will so settle. If such other subcontractor shall sue the School District on account of any damage alleged to have been so sustained, the School District shall notify the Supplier, who shall defend such proceedings at the Supplier's expense and, if any judgment against the School District arises therefrom, the Supplier shall pay or satisfy it and pay all costs incurred by the School District in connection therewith. In the event the School District incurs any legal fees, the Supplier will be liable for the same.

Termination For Cause: In the event of termination for cause, the School District, in addition to all other damages recoverable by law, may recover from the Supplier legal fees, professional fees, costs, expenses, including, but not

limited to, employee time attributable to said events, and the Supplier shall immediately pay the School District for the same. In the event the Supplier fails to adhere to this contractual provision or other requirements of the Contract, whether the subject provision is material or not, to the extent the School District incurs legal fees, professional fees, costs or expenses, of any kind, in the School District's attempts to enforce such provisions, the School District shall be entitled to assess and the Supplier shall be liable for the same to the School District. In such event, the School District may deduct such amounts from any application for payment, or other amounts invoiced by the Supplier.

Termination For Convenience: If the School District terminates the Supplier for convenience, the School District shall pay only so much of the contract price as is then due the Supplier for work performed or materials supplied in accordance with the Contract Documents in a manner satisfactory to the School District and nothing more.

Changes: The School District may at any time, by written order and without notice to the sureties, require the performance of such changes and alterations in the work as it may find necessary or desirable. The amount of compensation to be paid to the Supplier for any changes and alterations, as so ordered, shall be determined as follows:

- (a) By such applicable Unit Prices, if any, as are set forth in the Contract; or
- (b) If no such Unit Prices are so set forth then by a lump sum mutually agreed upon by the School District and the Supplier; or
- (c) If no such Unit Prices are so set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Supplier of the materials and of the wages of applicable labor required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved, plus 10% as compensation for all other items of profit and costs or expenses, including, but not limited to, administration, overhead, superintendents, insurance, materials used in temporary structures, allowances made by the Supplier to subcontractors, additional premiums upon the Contract bonds of the Supplier, if applicable, and the use of small tools.

The School District reserves the right to accept or reject a proposal of the Supplier, to obtain quotations from other sources and to employ other parties to perform such work or parts thereof if the School District sees fit.

The Supplier shall proceed with changes, alterations or deviations after receiving written authorization from the School District therefor and such work shall be controlled by all the terms and provisions of the Contract.

Timing: Time is of the essence in the performance of the Contract Documents. If services are not completed, the proper good are not delivered, or goods are not delivered by the delivery date set forth herein or as otherwise required by the School District, the School District may terminate the Contract, purchase order, or any portion thereof, by written notice effective upon receipt by Supplier and obtain substitute services or goods elsewhere. Supplier shall promptly reimburse the School District for any loss or increased costs, including downtime or overtime costs, incurred by the School District as a result of obtaining such substitute goods or services.

Taxes: Supplier is solely responsible for the payment of any sales, use or other tax or duty levied or based on the price of any goods, work or services provided pursuant to the Contract Documents. If the School District pays any such tax or duty, Supplier shall promptly reimburse the School District therefor.

Invoice Disputes: The School District may dispute invoiced amounts and withhold the disputed amount while the parties try to resolve the dispute. Pending such dispute resolution, the parties shall continue to meet their other obligations under the Contract Documents. Payment of any fees by the School District shall not waive any rights, claims or remedies.

Limitation of Liability: Notwithstanding anything to the contrary, in no event shall the School District's cumulative liability to Supplier for all claims, liabilities, losses, damages, costs and expenses relating to the Contract Documents, or the goods or services provided thereunder, exceed the amount of the purchase price for any such goods or services that gave rise to such claims, liabilities, losses, damages, costs or expenses, less any amounts already paid by the School District for such goods or services. The School District shall not be liable to Supplier for any lost profit, loss of business, loss of goodwill, indirect, incidental, punitive or consequential damages under the Contract Documents or relating to the goods and services provided thereunder.

Indemnification: Supplier shall indemnify, defend and hold harmless the School District, and its affiliates, officers, directors, employees, agents, successors and assigns from and against any and all losses, obligations, liabilities, claims, suits, judgments, damages (whether incidental, consequential, or otherwise), penalties, fines, costs and

expenses (including, without limitation, reasonable attorney's fees) arising out of, or in connection with (a) the violation or alleged violation of any law, ordinance, regulation, or rights of third parties by reason of performance or nonperformance by Supplier under the Contract Documents; (b) breach of any term, condition, covenant, agreement, representation or warranty by Supplier; (c) any infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property relating to the use or design of any equipment, materials, goods or services furnished by Supplier under the Contract Documents or the processes or actions employed by or on behalf of Supplier; (d) injury or death to persons or any real or personal property damage, arising from or relating to the goods or services provided by Supplier under the Contract Documents or acts or omissions of Supplier or its officers, directors, employees, agents, contractors or subcontractors; or (e) claims arising from or relating to injuries to or death of Supplier's employees, including, but not limited to, claims based upon allegations of negligence of the School District. The indemnity provided in clause (e) is applicable to claims for which Supplier has or may have immunity under the Pennsylvania Workmen's Compensation Act, or other similar law, and Supplier agrees and acknowledges that by undertaking to indemnify the School District, Supplier is expressly undertaking indemnification liability by written contract pursuant to Section 303(b) of the Pennsylvania Workmen's Compensation Act, or any other similar law. Supplier's obligations under this section shall not be limited to its insurance coverage.

Materials, Services, and Facilities: It is understood that Supplier shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, and all other services and facilities of every nature, whatsoever necessary to execute, complete and deliver the goods within the specified time.

Notice: The term "Notice" as used throughout the Contract Documents shall mean written notice. Written notice shall be deemed to have been duly served when delivered personally to or at the last known business address of the person, firm or corporation for whom intended, or to his, their or its duly authorized agent, representative or officer, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm or corporation at his, their, or its last known business address and deposited in a United States Mail Box.

Supplier's Obligations: Supplier shall and will, in a good and workmanlike manner, do and perform all work and furnish all goods in accordance with the terms and conditions provided by the Contract, within the time herein specified, in accordance with the provisions of the Contract. Supplier shall observe, comply with and be subject to all terms, conditions, requirements and limitations of the Contract, and shall do, carry on and complete the obligations arising out of the Contract to the satisfaction of the School District.

Worker's Compensation Act: Supplier shall accept, insofar as the work covered by the Contract is concerned, the provisions of the Pennsylvania Workmen's Compensation Act, 77 P.S. §1 et seq., and any supplements or amendments thereof, including any which may hereafter be passed and shall insure his liability thereunder, or file with the Governor Mifflin School District, a certificate of exemption from insurance from the Bureau of Workmen's Compensation of the Department of Labor and Industry.

Observance of Laws: Supplier at all times shall observe and comply with all federal and state laws and local ordinances and regulations in any manner affecting or relating to the Contract Documents and all such orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having jurisdiction or authority over or relating to the Contract Documents, and shall indemnify, defend and hold harmless the School District and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order or decree, whether by itself or its employees. The Pennsylvania laws that Supplier should particularly review for applicability to this Bid, include, without limitation:

- (a) "Public Works Suppliers' Bond Law of 1967," 8 P.S. §165-1 et seq., for particulars relating to performance and payment bonds.
- (b) "Pennsylvania Prevailing Wage Act," 43 P.S. §165-1 et seq., where the project cost is in excess of twenty-five thousand dollars (\$25,000). This regulation and the general Pennsylvania prevailing minimum wage rates. (Act 422 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653) as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term therefor in the locality in which public work is performed, are made part of the Contract Documents.
- (c) PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S. 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

thereunder. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. These acts and laws provide clarifications and penalties.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

- (d) "Withdrawal of Bids," 73 P.S. §1601 et seq., where a Supplier desires to withdraw a bid.
- (e) "Anti-Bid Rigging Act," 73 P.S. §1611 et seq., for standards to be observed by Suppliers in preparing their respective bids.
- (f) "Award and Execution of Public Contracts," 62 Pa.C.S.A. §3902 et seq., governing the procedure for the award and execution of public contracts.
- (g) "Motor Vehicle Procurement Act," 62 Pa.C.S.A. §3731 et seq., where motor vehicles are to be supplied as part of a public contract.

Criminal History and Clearance: Pursuant to § 1-111 of the Pennsylvania Public School Code of 1949, Act 34 of March 10, 1949, P.L. 30, No. 14, as amended by H.B. 185, Session of 2006 (24 P.S. Section 1-111, et seq.) (the "Clearance Act"), the Supplier shall submit for any prospective employees of public and private schools, intermediate units and area vocational-technical schools, including, but not limited to, teachers, substitutes, janitors, cafeteria workers, independent contractors and their employees, except those employees and independent contractors and their employees who have no direct contact with children, are required, prior to commencing work under the Contract, to furnish certain information, as set forth in the Public School Code.

The Supplier shall submit, on a prescribed form, a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the Pennsylvania State Police central repository contains no such information relating to any employee working on the School District site prior to such employee performing work on the School District site or prior to receiving written approval from the School District that the appropriate procedures for employing applicants on a provisional basis have been satisfied. The Supplier shall submit the original statement from the Pennsylvania State Police for each prospective employee working on the School District site. To obtain this document, contact the nearest Pennsylvania State Police barracks. Supplier shall submit the original of the required document if awarded the Bid before commencing work under the Contract.

The Supplier and any of their employees who are on the School District site shall submit, prior to employment, a copy of their Federal Criminal History record from the Federal Bureau of Investigation ("FBI") in the manner prescribed by the Pennsylvania Department of Education. The Federal Criminal History record shall not be more than one (1) year old at the time of employment. To obtain such a report, contact the nearest FBI Field Office.

The Supplier shall refuse to employ as an independent contractor or employee on a public or private school, intermediate unit or area vocational-technical school any prospective employee whose Federal Criminal History record information indicates that such prospective employee has been convicted within five (5) years immediately preceding the date of the report of any of the following offenses:

- (1) An offense under one (1) or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:
  - Chapter 25 (relating to criminal homicide).
  - Section 2702 (relating to aggravated assault).
  - Former section 2709(b) (relating to stalking).
  - Section 2709.1 (relating to stalking).
  - Section 2901 (relating to kidnapping).
  - Section 2902 (relating to unlawful restraint).

- Section 3121 (relating to rape).
- Section 3122.1 (relating to statutory sexual assault).
- Section 3123 (relating to involuntary deviate sexual intercourse).
- Section 3124.1 (relating to sexual assault).
- Section 3125 (relating to aggravated indecent assault).
- Section 3126 (relating to indecent assault).
- Section 3127 (relating to indecent exposure).
- Section 4302 (relating to incest).
- Section 4303 (relating to concealing death of child).
- Section 4304 (relating to endangering welfare of children).
- Section 4305 (relating to dealing in infant children).
- A felony offense under Section 5902(b) (relating to prostitution and related offenses).
- Section 5903(c) or (d) (relating to obscene and other sexual materials and performances).
- Section 6301 (relating to corruption of minors).
- Section 6312 (relating to sexual abuse of children).

(2) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act."

(3) An out-of-State or Federal offense similar in nature to those crimes listed in Paragraphs (A) and (B) of the Clearance Act.

The requirements of the Clearance Act shall not apply to employees of public and private schools, intermediate units and area vocational-technical schools who meet all of the following requirements: (a) the employees are under twenty-one (21) years of age; (b) the employees are employed for ninety (90) days or fewer; and (c) the employees are part of a job development and/or job training program funded in whole or in part by public or private sources. Notwithstanding the above, once employment of a person who meets these conditions extends beyond ninety (90) days, all requirements of the Clearance Act and the Public School Code shall take effect immediately.

Notwithstanding the above, the School District may employ applicants on a provisional basis for a single period not to exceed ninety (90) days, except during a lawful strike proceeding under the provisions of the act of July 23, 1970 (P.L. 563, No. 195), known as the "Public Employee Relations Act (43 P.S. Section 1101.201, et seq.)," provided that all of the following conditions are met: (a) the applicant has applied for the information required under the Clearance Act, where applicable, and the applicant provides a copy of the appropriate completed request forms to the School District; (b) the School District has no knowledge of information pertaining to the applicant which would disqualify him or her from employment pursuant to Paragraphs (1), (2) and (3) as noted above; (c) the applicant swears or affirms in writing that he or she is not disqualified from employment pursuant to Paragraphs (1), (2) and (3) as noted above; (d) if the information obtained pursuant to the Clearance Act reveals that the applicant is disqualified from employment pursuant to Paragraphs (1), (2) and (3) as noted above, the applicant shall be suspended and subject to termination proceedings as provided for by law; and (e) the School District requires that the applicant not be permitted to work alone with children and that the applicant work in the immediate vicinity of a permanent employee who has all necessary certifications required by the Public School Code.

Prior to commencing the work under the Contract, Supplier shall submit for any employee or independent contractor who would be working on the School District site, pursuant to any work contemplated in the Contract, an official clearance statement obtained from the Pennsylvania Department of Public Welfare, pursuant to Act 151 of December

16, 1994 (P.L. 1292), Subchapter C.2. of the Child Protective Services Law, as amended from time to time. Supplier shall not allow any prospective employee or independent contractor on the job site prior to providing the School District with the above-referenced clearance statement for prospective employees or independent contractors.

Jurisdiction; Venue: Any suit, action or other proceeding seeking to enforce, or in any way relating to, any provision of the Contract Documents shall be brought only in the Court of Common Pleas of Berks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. Supplier irrevocably consents and submits to the jurisdiction and venue of such courts and irrevocably waives any objection which it may have to the laying of the venue of any suit, action or proceeding brought in such courts and any claim that such suit, action or proceeding brought in such courts has been brought in an inconvenient forum or that such courts lack jurisdiction.

Severability: If any provision of these General Conditions or the Contract Documents, or any portion thereof, is held invalid or unenforceable by any court of competent jurisdiction, the other remaining provisions will remain in full force and effect. Any provision of these General Conditions or any Contract Document held invalid or unenforceable only in part will remain in full force and effect to the extent not held invalid or unenforceable.

Waiver: Neither the failure nor any delay by the School District in exercising any right, power or privilege under these General Conditions, or the Contract Documents, will operate as a waiver of any such right, power or privilege, and no partial exercise of any such right, power or privilege will preclude further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

Governing Law: The Contract Documents and transactions contemplated thereby shall be governed by, and construed in accordance with, the domestic internal laws of the Commonwealth of Pennsylvania, without regard to its principles pertaining to the conflict of laws.

Confidentiality: The School District, or third parties on the School District's behalf, may disclose to Supplier, certain confidential or proprietary information ("the School District Confidential Information"). For a period of five (5) years after termination or expiration of the Contract Documents, Supplier shall not disclose and shall, to the extent within its control, prevent the disclosure by others of the School District Confidential Information to any third party without the prior written consent of the School District. Supplier agrees not to use, or make copies of, the School District Confidential Information except as required for the performance of its obligations under the Contract Documents, and agrees to limit access to the School District Confidential Information to its own employees, agents and consultants strictly on a "need to know" basis; provided, however, that such agents and consultants have executed an agreement with Supplier with confidentiality provisions at least as restrictive as those contained herein. Upon expiration or termination of the Contract Documents, or if requested by the School District, Supplier shall, to the extent possible, promptly return all of the School District Confidential Information. Supplier acknowledges that the disclosure of the School District Confidential Information of the other may give rise to irreparable injury which may be inadequately compensable in damages. To the extent Supplier breaches, or the School District could reasonably believe Supplier may breach, its confidentiality obligations stated herein, Supplier consents to the School District obtaining injunctive relief to prevent, or otherwise limit the damages of, any such breach or threatened breach and waives any requirement for the School District to post any bonds or collateral in connection therewith.

Acceptance of Goods. The School District's payment of the purchase price, or any part thereof, does not constitute acceptance of the goods or services. Goods and services are subject to inspection and rejection by the School District within a reasonable time following receipt by the School District. Risk of loss does not pass to the School District until acceptance of the goods or services. To the extent practicable, defective or nonconforming goods will be returned to Supplier, at Supplier's sole cost and expense, and the risk of loss with respect to such defective or nonconforming goods shall never pass to the School District and shall remain with Supplier.

Warranties. Supplier warrants that all goods, work or services furnished pursuant to the Contract Documents shall, as appropriate: (a) be new and free from defects; (b) conform to all designs, plans and Specifications; (c) be performed in a good, professional and workmanlike manner; (d) be merchantable, safe, fit and appropriate for the School District's particular purpose and use; and (e) be delivered free and clear of any claims, liens or encumbrances whatsoever.

Waiver of Consequential and Incidental Damages: The Supplier waives claims against the School District for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to:

- (a) Consequential damages incurred by the Supplier for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.

- (b) Incidental damages incurred by the Supplier including, but not limited to, costs resulting from stopping performance under the Contract, removing and transporting the Supplier's property (e.g., the Supplier's equipment, supplies and materials) from the project site, and storing the Supplier's property (e.g., the Supplier's equipment, supplies and materials) at an alternate location.

This waiver is applicable, without limitation, to all consequential and/or incidental damages, due to either the Supplier and/or the School District's termination of the Contract.

Interpretations:

- (a) Where required hereunder to effectuate the intent of the Contract Documents, masculine shall mean neuter or feminine and the singular shall mean the plural.
- (b) The captions and headings of various paragraphs in the Contract Documents are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- (c) The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract Documents.
- (d) The parties hereto acknowledge that all of them have participated in the drafting of the Contract Documents and the parties hereto expressly waive the defense of contra proferentum, i.e., that the Contract Documents or any portion of the Contract Documents may be construed against any party as the drafter thereof.

**NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE BID, PLEASE HAVE A REPRESENTATIVE PRESENT AT BID OPENING. QUESTIONS AND LOW BID INFORMATION WILL BE AVAILABLE DURING BID OPENING. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR GOVERNOR MIFFLIN SCHOOL DISTRICT. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF SCHOOL DIRECTORS OF THE GOVERNOR MIFFLIN SCHOOL DISTRICT AT ITS REGULARLY SCHEDULED MEETING.**

**Changes, alterations or interlineations in the Bid are not permitted.**

**CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the GOVERNOR MIFFLIN SCHOOL DISTRICT (hereinafter, the "School District"), and \_\_\_\_\_ (hereinafter, the "Bidder"),

1) A Corporation known as \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_.

OR

2) A Partnership known as \_\_\_\_\_ consisting of the following partners \_\_\_\_\_.

OR

3) An individual \_\_\_\_\_ trading as \_\_\_\_\_ whose address is \_\_\_\_\_ City of \_\_\_\_\_.

WITNESSETH, that the parties hereto for the consideration stated, intending to be legally bound hereby, mutually agree as follows:

1. Bidder agrees to furnish \_\_\_\_\_ in strict accordance with the Specifications, General Conditions and other Contract Documents attached hereto and referred to herein, all of which are made a part hereof, including, but not limited to, all conditions, instructions, requirements, and statements contained therein.

2. Provided the Specifications, General Conditions and other Contract Documents have been completely met, the School District will thereafter pay Bidder the sum of \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ cents (\$\_\_\_\_\_).

3. The General Conditions and the other Contract Documents (as that term is defined in the General Conditions) are hereby incorporated by reference herein as if herein stated in their entirety, and the parties hereto agree to be bound thereby, including, but not limited to, to the provision in the General Conditions allowing the School District to purchase a greater quantity than the quantity listed on the detailed Specifications if the School District elects to do so, in its sole and absolute discretion.

BIDDER \_\_\_\_\_

GOVERNOR MIFFLIN SCHOOL DISTRICT

\_\_\_\_\_  
Signature      President

\_\_\_\_\_

\_\_\_\_\_  
Signature  
(SEAL)

Attest: \_\_\_\_\_  
Secretary

**NOTE: Acceptance of this proposal by the Governor Mifflin School District's Board of Directors will convert this proposal into a binding contract.**

**BID FORM**

**Governor Mifflin School District – 2019-2020  
ART SUPPLIES BID**

A. Total Bid Amount: \$ \_\_\_\_\_

Written Bid Amount: \_\_\_\_\_

Company Name: \_\_\_\_\_

Bidder Name: \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

Bidder Telephone Number \_\_\_\_\_

Delivery must occur on or after July 1, 2019, but no later than August 14, 2019.

**B. BID BOND**

The following bid security accompanies this bid:

Type: \_\_\_\_\_

Amount: 10% of Total Bid

The following indicates any discrepancies between this Bid and the School District's general Specifications such as shipping terms, minimum amount of orders, etc.

Person(s) to be contacted should clarification of any part of your bid be necessary:

\_\_\_\_\_

Name	Telephone
------	-----------

BIDDER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURES: \_\_\_\_\_

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Principal"), as Principal, and \_\_\_\_\_ a company  
authorized to transact business in the Commonwealth of Pennsylvania, and having its principal office at \_\_\_\_\_

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto  
Governor Mifflin School District (hereinafter called the "Obligee"), as Obligee, in the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for payment of which we bind ourselves, and  
each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents, on this  
day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, said Principal is herewith submitting to the Obligee a Proposal to perform \_\_\_\_\_ Work for  
the Obligee's \_\_\_\_\_  
(Name of Project and Location Municipality, County and State)

pursuant to Specifications and other Contract Documents incorporated into the Obligee's Contract Documents by reference; and it  
is a condition of the Obligee's receipt and consideration of said Bid that such shall be accompanied by Bid Security to be held by  
the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall upon the Obligee's delivery to the Principal of seven (7)  
days notice of intention to accept the Principal's Bid and to make a formal award of Contract enter into such Contract and shall  
furnish insurance certificates in all respects as required by the Contract Documents, then this obligation shall be void, but  
otherwise it shall remain in full force. In the event of the failure to enter into such Contract or furnish such certificates of insurance  
within the time specified, the Principal and Surety shall pay to the Obligee the difference between the amount of the Principal's  
accepted Bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, legal and  
other expenses incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder  
shall not exceed the amount of this Bid Bond together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bid Bond the day and year  
aforementioned.

(Individual Principal) \_\_\_\_\_ (SEAL)  
(Signature of Individual)

Trading and doing business as:

Witness:

\_\_\_\_\_  
\_\_\_\_\_

(Partnership Principal)

(Name of Partnership)

Witness:

\_\_\_\_\_

BY: \_\_\_\_\_(SEAL)

\_\_\_\_\_

BY: \_\_\_\_\_(SEAL)

(Corporation Principal)

(Name of Corporation)

ATTEST:

\_\_\_\_\_

(Secretary)

BY: \_\_\_\_\_

(President)

(CORPORATE SEAL)

or (if appropriate)

Witness:

\_\_\_\_\_

\*BY \_\_\_\_\_

Authorized Representative

\*Attach appropriate proof, dated as of the same date as the Bid Bond, evidencing authority to execute on behalf of the corporation.

(Corporation Surety)

(Name of Corporation)

Witness or Attest:

\_\_\_\_\_

\*\*BY: \_\_\_\_\_

Attorney in Fact

(CORPORATE SEAL)

\*\*Attach an appropriate power of attorney, dated as of the same date as the Bid Bond, evidencing the authority of the Attorney-In-Fact to act on behalf of the Corporation Surety.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bid Bond the day and year aforementioned.

**Governor Mifflin School District – 2019-2020**  
**ART SUPPLIES BID**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the  
Corporation named as PRINCIPAL, in the within Bid Bond; that  
who signed the said Bid Bond on behalf of the Principal was then \_\_\_\_\_ of said  
corporation; that I know the signee's signature, and the signature thereto is genuine; and that said Bid Bond is duly  
signed, sealed and attested for on behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
(Affix Corporate Seal)  
(Assistant Secretary)

**Governor Mifflin School District – 2019-2020**  
**ART SUPPLIES BID**

**NON-COLLUSION AFFIDAVIT**  
GOVERNOR MIFFLIN SCHOOL DISTRICT

Commonwealth of Pennsylvania

:S.S.

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of My Company),

the Bidder that submitted that attached Bid and that I am authorized to make this affidavit on behalf of my company, its owners, directors, and officers. I am the person responsible in my company for the 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 by the Bidder, any of its sureties, agents, representatives, owners, employees, or parties in interest with any other contractors, bidders, potential bidders or any other sureties, agents, representatives, owners, employees or parties in interest of any other contractors, bidders or potential bidders. The price(s) quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its sureties, agents, representatives, owners, employees, or parties in interest, including this affidavit.

(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 company or person who is a bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder, and they will not be disclosed before opening bid.

(3) No attempt has been made or will be made to induce any company or person to refrain from bidding on this Contract, or to submit a Bid higher than this Bid, or to submit any collusive or intentionally high or non-competitive Bid or other form of complementary Bid.

(4) The Bid of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any bidder, potential bidder or a surety, agent, representative, owner, employee or party in interest of any other contractor, bidder or potential bidder to submit a complementary or other non-competitive Bid.

(5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and  
(Name of My Company)

employees are not currently under investigation by any governmental agency and have not in the last four (4) 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  
(Name of My Company)

**Governor Mifflin School District – 2019-2020**  
**ART SUPPLIES BID**

the above representations are material and important, and will be relied on by the Governor Mifflin School District in awarding the Contract(s) for \_\_\_\_\_ which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Governor Mifflin School District of true facts relating to the submission of Bids for this Contract.

\_\_\_\_\_  
(Name and Position in Company)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Governor Mifflin School District – 2019-2020**  
**ART SUPPLIES BID**

**ACKNOWLEDGEMENT - RECEIPT OF REVISIONS/ADDENDUMS**

I (We) hereby acknowledge receipt of the following revisions and/or addendums to the Specifications and other Contract Documents:

<u>REVISION/ADDENDUM NUMBER</u>	<u>DATE RECEIVED</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder \_\_\_\_\_ Phone \_\_\_\_\_



**Governor Mifflin School District – 2019-2020**  
**ART SUPPLIES BID**

**BID CERTIFICATION**

**BID**

**of**

---

(Name of Bidder)

---

(Business Address of Bidder)

---

(Date)

Gentlemen:

This is a Bid to provide ART SUPPLIES. This Bid is due at or before 1:30 p.m., local time, on Wednesday, 04/17/19. Bids must be submitted on the Bid Form prepared by the School District.

The undersigned, having examined carefully the Contract Documents agrees to furnish:

**ART SUPPLIES**

Bids shall be placed in a sealed envelope plainly marked ART SUPPLIES BID.

1. If sent via regular first class mail, the bid envelope should be addressed to the Governor Mifflin School District, Attention: Business Office, 10 S. Waverly Street, Shillington, PA 19607.
2. If delivered via courier service (i.e., Federal Express, UPS, etc.) the bid envelope should be addressed to the Governor Mifflin School District, Attention: Business Office, 10 S. Waverly Street, Shillington, PA 19607

Bidder \_\_\_\_\_ Phone \_\_\_\_\_



**Governor Mifflin School District – 2019-2020**  
**ART SUPPLIES BID**

(CORPORATION BIDDER)

(Corporate Seal)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
(Date)

By \_\_\_\_\_  
(President, Vice-President or  
Authorized Representative\*)

Attest:

\_\_\_\_\_  
(Secretary, Asst. Sec.)

Business Address \_\_\_\_\_  
\_\_\_\_\_

\*Attach appropriate proof evidencing authority to execute in behalf of the corporation.

Bidder: \_\_\_\_\_ Phone: \_\_\_\_\_