



2 West Lafayette Street | Norristown PA 19401 | 610-755-9400 | www.mciu.org

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS

1. **Summary of Bid**

The Montgomery County Joint Purchasing Board (MCJPB) is soliciting Art, Copy Paper, Custodial, General, and Medical Equipment and Supply bids on behalf of those participating public schools, technical schools, and governmental entities.

2. **Term “Joint Purchasing Board”**

When the term “Montgomery County Joint Purchasing Board (MCJPB)” is used herein it shall be taken to mean the Intermediate Unit, school entities, municipal governments, and area vocational-technical schools in Montgomery County, Pennsylvania.

3. **Bid Preparation and Submission**

The Montgomery County Joint Purchasing Board bids must be submitted electronically at bids.mciu.org. The bidder must register on the website when first accessing the site. By submitting an electronic bid, the bidder agrees to conduct a legally binding transaction by electronic means, within the meaning of the ‘Electronic Transactions Act, 73 P.S. SS 2260.101 et seq.

All electronic bids must be completed no later than Wednesday, February 13, 2019 at 4:00 P.M.

From the moment any bids are received, the strict confidentiality of each and every bid will be maintained. The Montgomery County Joint Purchasing Board will not permit any access whatsoever to, or any tampering with, any and all bids by any person or entity other than by designated MCIU personnel required for the proper maintenance, confidentiality and protection of the bids, (but in no event shall any bid be opened or its contents printed, viewed or changed in any way or for any reason) prior to the designated bid opening time, when they shall be made accessible to only the designated representative(s) to open for public viewing.

4. **Documents required for Submission**

In addition to the electronic bid response on bids.mciu.org, the following hard copy documents must be received on or before Thursday, February 14, 2019 at 10:00 A.M.

- Bid Form
- Notarized & Signed Non-Collusion Affidavit
- Bid Bond, Certificated Check

The documents must be submitted in a sealed envelope clearly marked with “SEALED MCIU ONLINE BID” and submitted to:

Montgomery County Intermediate Unit #23
Attn: Jamie Jacobs, Cooperative Services Coordinator
2 West Lafayette Street

Norristown, PA 19401

Failure to receive these completed documents on or before the stated deadline may result in rejection of the electronic bid process. The documents are available upon access of the bid through bids.mciu.org.

5. Tax Exempt Status

The Montgomery County Joint Purchasing Board is a "MarketPlace" program of the public school entities of Montgomery County, subdivisions of the Commonwealth of Pennsylvania, and as such, exempt from the payment of Federal Excise and State Sales Tax and no such taxes should be included in the bid.

6. OSHA Requirements

In submitting a bid, bidder agrees to abide by all applicable State and Federal regulations and guarantees that all items subject to OSHA requirements will not violate those requirements.

7. Withdrawal of Bids

Prior to opening, bidders will be given permission to withdraw any bid after it has been received by the Montgomery County Joint Purchasing Board. With the exception of the provision for withdrawing bids for the forty-eight (48) hour period following the bid opening date, no plea of mistakes shall be made available to the bidder and no bid may be withdrawn before the expiration of the sixty (60) days from the date established for the opening of the bids. Bidders who violate this provision will be declared unsatisfactory for any future bidding.

8. Opening of Bids

Bids will be publicly opened on the date, at the location and commencing at the time stated in the advertisement of bids. Bidders or their authorized agents may be present. All bids shall strictly conform to these "General Conditions and Instructions". The right to reject any or all bids or parts thereof is reserved by the Montgomery County Joint Purchasing Board.

9. The bidder agrees that if awarded an order under these specifications, they will indemnify and save harmless the Montgomery County Joint Purchasing Board from all suits and actions of every nature brought against them or any of them growing out of any order or orders, written or verbal, entered into between the Montgomery County Joint Purchasing Board and the bidder.

10. It is agreed that the bidder will hold the price and permit the owner to order increased quantities of the same item as bid over and above those specified at the price included in the proposal as long as it is done prior to the date specified on the Bid Form.

11. The bidder shall, upon request, submit samples for any or all items on which a price is quoted, within five (5) days after such request is made by any individual entity of the Montgomery County Joint Purchasing Board. These samples shall be plainly marked with the name of the product, the name of the bidder, and the item number as shown on the proposal form. After the awards are made, the original bidder may remove the samples at their expense.

12. Where the description of an item includes the name, number or model of a particular manufacturer or supplier, alternate bids equal in all respects are permitted unless specifically noted "No Substitute" or similar language. In this case, the bidder shall not include any item that is not an exact

match as to the item listed as "NO SUBSTITUTE". Where brand names and catalog numbers are specified they are included, only, to provide a reference to bidders and to establish a standard of quality desired.

13. Where the description of an item includes either size, color, weight, quantity or other specific information, if the item being bid is not an exact match **each difference** must be listed in the comment section.
14. If the vendor has a specific item number that must be supplied on the purchase order received from the Montgomery County Joint Purchasing entities, the item number must be listed under the comment section upon submission of the electronic bid.
15. Before any award is made the owner may require satisfactory evidence to show that the bidder is fully prepared in every way to deliver and service the equipment promptly and that they have been regularly engaged in such business.
16. The bidder's proposal, where requested in the specifications, shall include the cost of setting up and installing the equipment and shall, where requested, also set forth the cost of the equipment installed. All crates and packing materials shall be removed from the premises by the contractor when they have been awarded the contract for installing the equipment. All damage done to the Montgomery County Joint Purchasing Board member district's building or equipment shall be the responsibility of the bidder.
17. Expiration date on all products delivered must be no earlier than June 30, 2020.
18. The Montgomery County Joint Purchasing Board reserves the right to reject any and all bids containing "escalator" clauses.
19. A supplier may bid on any or all items.
20. The bidder shall insert the price per stated unit. Any conversions to arrive at the stated unit price are the responsibility of the bidder. Any prices quoted that do not conform to the stated unit price shall not be considered for acceptance.
21. The Montgomery County Joint Purchasing Board reserves the right to accept or reject any portion of any bid submitted and to waive any informalities, and to make the award in the best interest of the school entity.

22. Purchase Orders

The Montgomery County Joint Purchasing Board acts as a service provider for participating entities and has no authority to obligate participating entities in the awarding of bids, or in any of its other activities. A bid awarded by the Montgomery County Joint Purchasing Board constitutes a recommendation to the participating entities and those entities have sole responsibility and authority in deciding whether to accept or reject, in whole or in part, the Montgomery County Joint Purchasing Board's bid recommendation.

A purchase order issued by a participating entity of the Montgomery County Joint Purchasing Board Bids covering any or all items included in the bid shall constitute a contract binding upon the bidder and the entity that issued the purchase order.

Orders for the bid will be awarded within ninety (90) days after date established for opening of bids. All bids shall remain valid and acceptable for this length of time. This time may be extended by the mutual consent of the bidder and the Montgomery County Joint Purchasing Board. Orders for the January and March bid will be awarded 30 days prior to delivery. Individual school entities reserve the right to increase or decrease their quantities by ten (10) percent of the total quantity requested.

The Montgomery County Joint Purchasing Board reserves the right to award orders for one or for more than one item set forth in these specifications, or may award an order for all articles set forth in these specifications. The Montgomery County Joint Purchasing Board also reserves the right to accept or reject all or any portion of any or all bids submitted, to waive any irregularities or technicalities in any bids, and to make the award in the best interest of the Montgomery County Joint Purchasing Board.

The bid quantities are estimates only. Purchase orders will be issued by the individual school entities to the successful vendors. Individual school entities reserve the right to increase or decrease their quantities by ten (10) percent or not to participate in the award. Payments will be made by the participating school entities promptly upon completion of delivery and within 45 days, subject to the conditions of these specifications.

All pricing is good through October 31, 2019, if a purchase order received by the vendor before the October 31, 2019 dates, states a delivery after such date, the vendor at the time of receipt of the Purchase order must notify the entity if they cannot provide the item at the bid price.

23. Material Safety Data Sheets

As required by the U.S. Department of Labor, Occupational Safety & Health Administration Worker and Community Right to know Act 159 of 1984, a material safety data sheet ("MSDS") shall be supplied in the bid packet for all items bid, where applicable, and shall also be provided with individual shipment of goods.

24. Delivery

Delivery will be within sixty (60) days of the date of the purchase order received by from the participating school entity. If there are items on which delivery cannot be made by the required date, indicate on the bid form, the date on which such items will be delivered.

Copy Paper Deliveries are to be made as stipulated on the purchase order. If inside delivery should be requested, a rate structure should be provided to that district so that all such costs are known prior to delivery. If a school entity should request multiple drop points for each delivery, please specify the charge (if any) for this service on a separate sheet.

Unless instructions are to the contrary, all deliveries shall be tailgate delivery and made between the hours of 9:00 a.m. and 3:00 p.m. on Monday through Thursday, excluding holidays, unless otherwise specified by then individual school entity. Each carton and/or package shall be clearly marked, showing the purchase order number. Each order shall be packed separately.

Prices quoted for Art, General, Custodial and Medical Supplies must include delivery charges. Additional fuel or other charges may not be added to invoices.

25. Shipping

The bidder agrees, if awarded an order, to furnish and deliver the said articles at such time, to such place, and in such quantities as herein specified, and that all of the articles shall be subject to inspection and approval. Acceptance of delivery of materials and/or equipment to the site shall not constitute final acceptance. In the event that any of the articles shall be rejected as damaged, unsuitable, or not in conformance with these specifications, such articles shall be removed immediately and other articles of proper quality as set forth in these specifications shall be furnished in place thereof, all at the expense of the successful bidder.

Merchandise shipped in filling an order shall be the same kind and quality as specified and/or shall conform to samples submitted. Any goods of inferior quality shipped in fulfillment of an order will be returned at the expense of the vendor, including the cost of packing and delivery to the freight station.

All prices stated shall be net prices and include delivery to the door of the building specified. Prices quoted shall also include all discounts. There are to be no minimum dollar amounts specified by the vendor before an order is to be generated.

26. Payment

Invoices shall be sent to the business office of the school entity being supplied. Separate invoices shall be rendered for each delivery, and each invoice must be accompanied by a copy of the delivery ticket signed by the school custodian or other authorized school entity representative. The individual participating school entities and agencies will issue payment within forty-five (45) days of the completion of delivery and receipt of invoice covering these delivered items.

27. Failure to Furnish

In the event the successful bidder shall neglect or refuse to furnish and deliver any articles or any part thereof, or to replace any articles which are rejected as stated in the preceding paragraph, then the Montgomery County Joint Purchasing Board is authorized and empowered to purchase articles in conformity with this order from such party or parties, and in such manner as it shall select at the expense of the successful bidder, or to cancel the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the Montgomery County Joint Purchasing Board.

28. ACT 34 OF 1985 PENNSYLVANIA PUBLIC SCHOOL CODE OF 1949, AS AMENDED

Under certain conditions of Act 34, independent contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of "Federal Criminal Record Information" from the FBI is required in addition to the Pennsylvania State Police Report. The determination whether the provisions of this Act are applicable to this project will be made by the Montgomery County Joint Purchasing Board.

Contractors who comply with conditions of Act 34 shall be required to do the following:

- Present the original document/s - Report of Criminal History Record Information from the Pennsylvania State Police; Report of Federal Criminal History Record Information from the Federal Bureau of Investigation to the Superintendent or the Superintendent's designee prior

to the beginning of work in the Entity. The Entity will retain a copy of the background check information and will note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy will be retained in the Montgomery County Joint Purchasing Board records with the original being returned to the contractor.

- If any new employees are added to the work force during the course of the work, such employee/s must follow this same procedure described above prior to any work at the Montgomery County Joint Purchasing Board.
- All costs for the Criminal History Information check/s will be borne by the prospective independent contractor.
- The Montgomery County Joint Purchasing Board will notify the contractor in writing if the decision not to employ the contractor or the contractor's employee/s is based in whole or in part on criminal history record information.
- The Montgomery County Joint Purchasing Board will follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Record Information obtained pursuant to the Act.

29. Equal Opportunity Employer

The Montgomery County Intermediate Unit is an equal opportunity employment, educational, and service organization.

30. Non-Discrimination

Bidder shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex."

31. Non-Collusion Affidavit

Included is a Non-Collusion Affidavit with instructions for the proper execution of the Affidavit.

32. Bid Security Deposit

As bid security, all bids must be accompanied by a bid bond or certified check and made payable to the Montgomery County Intermediate Unit in an amount not less than five percent (5%) of the total bid price. With the exception of the bid security accompanying the lowest proposal, all bonds and checks will be returned within ninety (90) days following the award of bids. Checks accompanying lowest proposals will be returned when the product is received or the work is accepted.

33. Specification Sheet

Bidders whose equipment does not conform to the specifications as listed must indicate the exception on the specification sheet. (If additional space is needed, attach a separate explanation.)

Vendors bidding on equipment other than that specified must also submit complete specifications, along with their bid and be prepared to demonstrate said equipment, if requested.

34. Authority

The Montgomery County Joint Purchasing Board acts as a service provider for participating entities and has no authority to obligate participating entities in the awarding of bids, or in any of its other activities. A bid awarded by the Montgomery County Joint Purchasing Board constitutes a recommendation to the participating entities and those entities have sole responsibility and authority in deciding whether to accept or reject, in whole or in part, the Montgomery County Joint Purchasing Board's bid award.

35. SPECIAL NOTE

No Substitute - If an item is marked "No Substitute" it will be strictly enforced. If a vendor makes a notation next to one of these items, and does not intend to provide that specific item, they will have full responsibility to either deliver the specified product or pay 100% of the associated cost of a school entity returning that item.

Quantity Sizes - The vendor is fully responsible to quote prices based on a specified quantity noted on an item, i.e., 20/case. If a quantity size is wrong, the vendor quoting must make note of the accurate quantity size their price is based upon.

If a vendor does not specify that its price is based on a different quantity allotment than what was requested at the time of bid proposal they will be held accountable to deliver at the price and quantity they were granted the bid award.

BID FORM FOR SPECIFICATIONS

Montgomery County Intermediate
2 West Lafayette Street
Norristown, PA 19401

We, the undersigned, herewith propose and agree to furnish to the Montgomery County School Entities Joint Purchasing Board any one or all of the items or services that we have priced, at the prices set opposite each item.

The proposal is subject to all the terms of these specifications and we hereby agree to enter into a written contract to furnish such items, item, or services as may be awarded to us, and to furnish security as these specifications require. Prices will be good through **JULY 1, 2019** thru **OCTOBER 31, 2020**, unless otherwise noted.

We understand that the Montgomery County Joint Purchasing Board acts as a whole to reserve the right to reject any or all bids not deemed satisfactory or to select single items from any bid.

The undersigned bidder certifies to having read the "General Conditions and Instructions" and offers to furnish the article(s) and/or service as specified to the School Entity participating in exact accordance with these specifications and conditions at the prices stated.

INDIVIDUAL: _____ (Seal)
Name of Individual trading as (Trade Name)

PARTNERSHIP: _____ (Seal)
Names of Partnership trading as (Name of Partnership)

CORPORATION: _____ (Seal)

Name of Corporation _____

Mailing Address _____

Telephone # _____ Fax # _____ Email _____

Print Name _____ Signature _____

Federal Tax I.D. # _____ State Tax I.D. # _____

Title of Responsible Officer _____ Date _____

***SPECIAL NOTE REGARDING DELIVERY/PRICE RELATIONSHIP** – Price for the shipping of the initial orders should be included in the price of the product (including shipping to additional locations within the entity). However, if a school entity requests that the supplies be shipped to such locations two (2) times per year. Example: One shipment in July an additional shipment in January. The bidder must supply the school entity with a rate structure (to be noted below) if there is to be a charge for additional deliveries.

All prices submitted by bidder are to be based on one delivery per year to each participating school entity. Since some participants will not be able to meet this delivery requirement, bidder must supply the school entity with a rate structure (to be noted below) if there is to be a charge for additional deliveries.

Additional charges will be calculated when bid awards are determined.

DELIVERY FEE SCHEDULE

1. Additional charge (if any) per delivery if more than one annual drop-off is requested _____

2. Additional charge (if any) if multiple drop points per delivery are requested _____

3. Discount (if any) if only one delivery and one drop point are requested _____

NON-COLLUSION AFFIDAVIT

State of _____: Contract/Bid Title _____: County of _____:

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for 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 with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. _____, its affiliates, subsidiaries, officers, directors and employees are not
(Name of my firm)

currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the above representations
(Name of my firm)

are material and important, and will be relied on by the Montgomery County Joint Purchasing Board in awarding the contact(s) 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 Montgomery County Intermediate Unit of the true facts relating to the submission of bids for this contract.

Name _____ Company Position _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2019

Notary Public

My Commission Expires:

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.