

January 17, 2023

**To Suppliers:**

You are requested to bid **GENERAL SUPPLIES** for delivery to the Palisades School District, Kintnersville, Bucks County, Pennsylvania. The bid procedure, delivery, quantity, specifications and other pertinent information is shown on the enclosed sheets. Please show the unit price and extended price for each item as well as total amount of bid. We ask that you only bid on items that you can deliver within 45 days of the date of the purchase order.

Bids are to be submitted in sealed envelopes marked **BID GENERAL SUPPLIES** to the attention of the Business Manager, Palisades District Office, 39 Thomas Free Drive, Kintnersville, Pennsylvania, 18930, no later than Wednesday, March 15, 2023, at 2:00 p.m. at which time they will be opened.

**NOTE:** Any questions concerning bidding documents or the specifications shall be directed to Jan Alpaugh at 610 847-5131 ext. 5000. You may also request an electronic version of the item list.

**PALISADES SCHOOL DISTRICT**  
**GENERAL INSTRUCTIONS AND CONDITIONS**  
**FOR BIDDING**

**TERMS AND CONDITIONS**

The singular as used herein shall include the plural; the masculine shall include the feminine and neuter; "articles" as used herein shall include supplies, materials and equipment and all incidental work and labor if the same is contemplated in these specifications. Where the term "District Board" or Board is used, it shall be taken to mean the members of the Palisades School Board or its authorized representative. The term "furnish" shall mean to furnish at the destination herein called for.

**BID PREPARATION**

Bids will be received by the Board of School Directors of the Palisades School District, Kintnersville, Pennsylvania, at the office of the Business Manager until the day and hour set forth in the invitation to bid.

Each bidder shall familiarize himself with the instructions, specifications, and other contract documents and will be held responsible for full compliance with all requirements.

One complete set of the bid proposal are furnished. One complete set shall be completed and returned as the bid. Only bids submitted on the form included will be considered. Changes and/or alterations to the forms or its contents are not permitted. All bids must be typed or printed in ink, signed by a duly authorized representative of the bidder and submitted in a sealed envelope plainly marked: BID FOR: GENERAL SUPPLIES. Different types of bid sheets shall be submitted in separate envelopes.

**BID ACCEPTANCE/REJECTION**

The Board of School Directors reserves the right to accept or reject any or all bids or any portion thereof and to waive any informalities permitted by law.

**BID WITHDRAWAL**

Bids must remain firm for a period of one year (365) days from the date of bid opening after which they may be withdrawn at the option of the bidder.

**PRODUCT ACCEPTANCE/REJECTION**

The bidder agrees, if awarded the contract, to furnish and deliver the said articles at such time, at such places, and in such quantities as herein specified, and that all articles shall be subject to the inspection and approval of the said Board. All equipment and materials shall be supplied in accordance with the catalog numbers when specified. The materials and equipment specifications contained in the current manufacturer catalog or catalogs become part of the specifications for the materials and equipment to the same extent as if it had been written in full.

### SAMPLES

Samples are required when specifically requested on the bid form and when alternates are offered. When submission of samples of alternates would prove to be impractical because of size, weight, value, and the like, catalog cuts will be accepted in lieu of actual samples. All samples and catalog cuts must be clearly identified, cross-referenced with the bid item number and be received at or before the bid opening. The inability of the School District to immediately identify and evaluate an item because of the lack of samples or catalog cuts will be cause for rejection of that item.

Samples provided shall be removed at bidder's expense within thirty (30) days after bids are awarded after which they will be considered abandoned property. The School District shall not be responsible for any samples damaged or destroyed in the examination process.

### SPECIFICATIONS

Each bidder agrees and guarantees that the items offered conform to the specifications listed and that the final determination of whether or not they do rests solely with the Board of School Directors.

### PRICES

Bidder must list both unit and total prices. Prices are not to be fractional. Should any discrepancy exist between the unit and total price, the unit price shall prevail. Prices must be based on the unit as listed on the bid form. **Bidder must not specify minimum quantities for any products.**

**Bid unit and total prices include all discounts and all charges including handling and delivery F.O.B. to the school building specified.**

The School District is exempt from federal excise and state sales taxes. Exemption certificates will be furnished, with the purchase order, upon request.

### DELIVERIES

Unless otherwise indicated, supply items will be delivered to the School District Warehouse, located at 20 School Drive, Kintnersville, Pa. 18930 (Nockamixon Township) during the normal working hours of 6:00 a.m. to noon, Monday through Friday - except holidays.

All shipping containers must be plainly marked with the names of the shipper and consignee, and the purchase order number. A packing list must accompany each delivery.

The bidder agrees to repair any damages to the School Building or premises thereof, caused in the delivery of articles listed in this proposal and further agree to remove any or all dirt or debris resulting from delivery and installation.

### **TIME OF COMPLETION**

All Contracts shall be completed within forty-five (45) days after receipt of contract (Purchase Order) unless otherwise agreed to, in writing, by the School District or unless otherwise stated herein.

The District reserves the right to cancel orders not completed within the above stated time frame.

### **INVOICING**

Separate invoices must be submitted for each delivery and must be completely itemized. Invoices must be in duplicate and show the purchase order number.

### **PAYMENT**

Except as otherwise stated herein, and except for unresolved discrepancies, invoices received prior to the last day of each month will be processed for payment and submitted to the Board of School Directors for acceptance at the next regularly scheduled meeting (3<sup>rd</sup> Wednesday). Payments will be issued immediately following Board approval.

### **BID TABULATIONS**

Bid tabulations will be provided upon request at a fee of \$10.00 per bid. Payment must accompany request.

### **AWARDS**

The bidder agrees that the Board of School Directors may make its award for one, more than one, or for all of the articles set forth in these specifications. The Board also reserves the right to make the award which is, in its opinion, in the best interest of the School District and to waive any defects in the bid which it deems as not material.

The bidder agrees that the obligations of the bidder are not assignable, nor capable of being fulfilled by anyone other than the bidder unless written permission is received from the Board of School Directors.

The bidder does hereby agree that, if awarded the contract under these specifications, he will indemnify and save harmless the Palisades School Board, its members, the secretary and his staff, from suits and actions of every nature and description brought against them or any of them growing out of any contract or contracts, written or verbal, entered into between the Palisades School Board and the successful bidder in accordance with these specifications, this agreement of indemnification shall automatically become effective.

All conditions set forth in the bid proposal become an integral part of the contract awarded.

Neither acceptance of delivery nor payment of invoice shall be construed as acceptance of product.

In the event that any of the said articles should be rejected as unsuitable or not in conformity with these specifications, such articles shall at once be removed 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.

#### DEFAULT/RECOURSE

In the event that the successful bidder shall neglect or refuse to furnish, deliver and assemble in place the said articles or any part thereof, as provided in these specifications or to replace any which are rejected as stated under PRODUCT ACCEPTANCE/REJECTION, the Board is authorized and empowered to purchase articles in conformity with this contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel reserving to itself, nevertheless, all rights for damages which may be incurred by the Board.

#### PRODUCT GUARANTEE

The bidder agrees that any article delivered, accepted and paid for by the Board shall, nevertheless, be guaranteed for a period of at least one (1) year from date of delivery. Bidder agrees to replace any article developing defects within such period.

#### EVIDENCE OF RESPONSIBILITY

Upon request, bidders must be able to furnish information, in writing that they maintain a permanent place of business; have adequate equipment, finances, and personnel; and are authorized dealers capable of providing the necessary services and warranties for the items they propose to furnish.

#### ALTERNATES

Where the invitation for bids describes or specifies a particular article, alternate bids covering articles equal in all respects are permitted, unless otherwise stated. We agree that the naming of any manufacturer is for the purpose of establishing a standard of quality, clarification and identification and does not signify a preclusion of other manufacturers, but it is agreed that all articles shall be equal in our estimation to those specified, and shall, regardless of any "Trade Name" or use of manufacturer's name, meet the specifications listed.

Where the invitation to bid specifies an article by name and the bidder intends to furnish another article which he considers equal thereto in every such instance, the name and grade of the equivalent must be specified in the bid, otherwise no substitutions will be allowed.

**CONCURRENCE**

The undersigned bidder hereby certifies to having read all instructions and conditions as set forth herein and agrees to comply with same, without exception.

TOTAL BID AMOUNT \_\_\_\_\_

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

BY ORDER OF: BOARD OF SCHOOL DIRECTORS