

**NESHAMINY SCHOOL DISTRICT
PURCHASING DEPARTMENT
2001 OLD LINCOLN HIGHWAY
LANGHORNE, PENNSYLVANIA 19047**

**BID CONDITIONS AND SPECIFICATIONS
FOR TECHNOLOGY EDUCATION SUPPLIES FOR SY 2022/2023**

BID NO: 23-04

SUBMISSION DATE AND TIME: Thursday, April 21, 2022 at 10:00am.

DESTINATION FOR DELIVERY OF BIDS: ONLINE VIA ESMSOLUTIONS, WHICH CAN BE
FOUND AT WWW.ESMSOLUTIONS.COM

**NO RESPONSES WILL BE ACCEPTED EXCEPT ONLINE IN THE
ESMSOLUTIONS SYSTEM**

Any questions pertaining to the bid specifications may be directed to Mr. Joseph Rischow,
Purchasing Supervisor at (215) 809-6280, or jrischow@neshaminy.org

SPECIAL NOTE:

- A.** Vendors must preregister with ESMSolutions as a supplier (see
WWW.ESMSOLUTIONS.COM to register).

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2001 OLD LINCOLN HIGHWAY
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INSTRUCTIONS AND TERMS AND CONDITIONS FOR BIDDING

1. Bids will be opened electronically using ESMSolutions' application in the Purchasing Department at 2001 OLD LINCOLN HIGHWAY, Langhorne, Pennsylvania on the date and time specified in the bid.
Bids shall be provided to vendors through ESMSolutions' application. All information will be added and submitted by vendors directly through easyBid application. Alternative proposal methods will not be considered. No oral or telegraphic modifications will be considered. Any addenda issued during the time of the bidding shall be published as an addendum electronically and shall be made a part of the contract.
 2. It is mutually understood and agreed by and between the School District and the Bidder that the School District may make its award for one or more of the articles set forth in these specifications, or may make its award for all of the articles set forth in these specifications. The School District has the right to accept or reject all or any portion of any or all bids submitted, and to make the award in the best interest of the School District.
 3. The Bidder agrees, if awarded any portion of the contract, to furnish and deliver the said articles at such times, at such places, at such prices and in such quantities as herein specified, and that all of the articles shall be subject to the inspection and approval of the School District. In the event that any of the said articles shall be rejected as unsuitable or not in conformance with these specifications, such articles shall at once be removed and returned to the Bidder and other articles of proper quality as set forth in these specifications shall be furnished in place thereof. The School District will incur no costs in excess of the amount awarded to replace unwanted or unsuitable merchandise.
 4. In the event that the successful Bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in the specifications or to replace any which are rejected as stated in these instructions, then the School District 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 this contract reserving unto itself, nevertheless, all of the rights for damages which may be incurred by the School District.
 5. Where the invitation for bids describes or specifies a particular article, alternate bids covering articles equal in all respects are permitted, unless otherwise stated. Where an invitation specifies an article by name and the Bidder intends to furnish another article which the Bidder considers equal thereto, in every instance the name and grade of the equivalent must be clearly stated in the bid as an alternate Bid item and be clearly note in the "item's Response Notes" field. The naming of any manufacturer by the School District is for the purpose of clarification and identification and does not signify a preclusion of other manufacturers' products, but it is agreed that all articles shall be equal to those specified and shall, regardless of any trade or manufacturer's name, meet the specifications. **If the item is being bid as specified, Vendor must identify name of manufacturer and manufacturer's number on bid. Failure to do so will be interpreted as indication of non-conformance with the School District's specifications. If the Bidder is responding with an alternate item, then the bidder shall indicate alternate item within the" item's "Response Notes" and modify the Items "Description" to what is being quoted and must identify name of manufacturer and manufacturer's number on bid.**
- If requested by the School District, Bidders shall furnish samples of such substitutes no later than the time specified by the District and at the expense of the Bidder.
6. Unless otherwise specified, samples are to be in the possession of the District prior to the date of the bid opening in order to assure consideration. These samples shall be plainly marked with the bid #, line #, item# and the name of the product as well as that of the Bidder. After awards are made by the District, all samples will be returned to the unsuccessful Bidders at the expense of those Bidders should they choose to have their samples returned. In the case of successful Bidders, samples will be retained until final delivery of these items is completed.
 7. Bidder shall be responsible for notifying the School District of any price advantage to the District if the order quantity of any item(s) were to be increased to the next higher price break point for that item. Should such break point exist, such notice must be given at the time of bid submission.
 8. Vendor agrees to deliver as stated above such items of this bid as may be accepted by the School District, immediately upon receipt of Purchase Order or within thirty (30) days thereafter, or indicate exception. Items not delivered within the specified time are subject to cancellation by, and at no cost to, the District.
 9. It is understood that the Neshaminy School District is exempt from the payment of excise taxes. Should vendor desire to be exempt from such tax, vendor agrees to present to the District properly prepared Exemption Certificates for execution. Such certificates will be presented only for items furnished under this proposal, will list items and quantities delivered, and will state the names and addresses of manufacturers and suppliers of said items.

10. It is agreed that only those proposals received by the School District prior to the date and time stated in each proposal shall be considered by the District. The School District reserves the right to waive any irregularities in the best interest of the School District.
11. Vendor agrees to hold harmless the Neshaminy School District, herein named, their officers, employees or agents from any liability or performance of this contract which also includes claims for Worker's Compensation.
12. Vendor further agrees to comply with the laws, rules and regulations as may be applicable to the supplying of, delivery of, installation of, and other acts necessary in the fulfillment of this proposal.
13. Vendor agrees that the School District will make payment in full for any articles listed in, and subject to, this proposal, ordered in writing by the School District and so delivered and installed (if required), and to the satisfaction of the District for articles so delivered and accepted. Freight and Handling and all other transportation and insurance charges are to be included in the Bidder's Unit Prices. The School District will not honor requests for payment for said charges added to the contracted price(s). Three mailed copies of Vendor's invoice are required by the District for payment.
14. Vendor agrees that any articles delivered, accepted by, and paid for by the School District shall nevertheless be guaranteed for a period of at least one (1) year from the date of delivery. Bidder agrees to replace any article developing defects within such period. Material with Product expirations codes must have a shelf life that exceeds 18 months beyond the bid due date.
15. Bidder shall enclose with bid submission catalog cuts and descriptive data in order to permit thorough checking by School District personnel for each item and to determine specification compliance. Samples shall be supplied as requested or as indicated herein.
16. Bidder hereby agrees to fulfill all requirements with respect to the installation of items quoted on an installed basis and accepts responsibility for having visited the installation site and becoming familiar with all conditions which may affect such installation. Bidder further agrees to supply all materials, tools, equipment, transportation, labor, supervision and insurance which are required to complete the installation in a manner approved by the District.
17. All bidders must enter information as to probable time of delivery (if later than 30 days after receipt of orders) for items upon which bids are submitted. Orders placed as a result of bids will imply a contractual obligation of the Vendor to supply the items within the time specified by the bidder on the bid.
18. In the event that the Bidder's quotations are valid for less than 90 days - the extent of time allowed for acceptance of the bid by the School District will be clearly indicated on the bid.
19. The School District reserves the right to increase or decrease the quantity awarded for each item from that originally requested without affecting the unit price.
20. All cartons are to be clearly marked indicating the Purchase Order Number as it appears on the Purchase Order.
21. Bids shall show both unit and total prices. Should figures be in disagreement, the unit price shall govern. Prices are to be expressed in two (2) decimal places only. Any prices displaying more than two (2) decimal digits will not be recognized or rounded up by the Neshaminy School District.
22. Reservations - Any bidder who has demonstrated poor performance during either a current or previous agreement with the School District may be considered as an unqualified source and their proposal may be rejected. The School District reserves the right to exercise this option as is deemed proper and/or necessary.
23. **Piggyback Clause:** It is understood that the goods and services described in the specifications may be purchased by the District and by any other LEA (Local Educational Agency) and the bidder agrees to supply the goods and services to the other LEAs on the same terms and conditions as if they were supplied to the District. To the extent that the other LEAs purchase goods and services, then the other LEA and not the District shall be liable to the bidder.
24. The response to this Request for quote shall include:
 - a. Submitted online bids in the ESMSolutions system for those items for which you are submitting a bid.
 - b. SCANNED COPIES of the following documents electronically attached within the ESMSolutions online bids:
 1. Completed "Qualification Survey" form with a list of three references.
The contractor must be able to display experience providing similar product and services to other customers comparable to the product and services required by Neshaminy School District. A list of three references for similar products & service must be provided with bid.
25. The contract period will begin on the date of the Purchase Order and expire at the end of the business day on JUNE 30th, 2023. The prices offered are to remain firm for the duration of the contract period.

QUALIFICATION SURVEY
Proposal / Bid Response

For **Proposer Name** : _____

If you are providing a proposal and wish to become a qualified supplier, please respond to the below list of information and include a completed survey as a scanned electronic attachment to your bid response in the ESMSolutions' bidding system:

1. Name of Company: _____

Main Office location (City /State): _____

Numbers of Other Stocking locations: _____

(Attach list of stocking locations (City /State): check if attached: ()

2. Estimated Annual Sales/revenues (in dollars): _____

US Market Size of your industry in dollars: _____

Your estimated % Share of the US Market: _____

Your top three Competitors: _____

3. Local Representative:

Name:

Address – Line 1:

Address – Line 2:

Email:

Phone:

Fax:

4. List top 10 Manufacturers for which you are an authorized distributor:

i. _____

ii. _____

iii. _____

iv. _____

v. _____

vi. _____

vii. _____

viii. _____

ix. _____

x. _____

Submit any Additional mfr. on an attached list: check if attached: ().

5. Would you be willing to participate in a Reverse Auction for your products and services if you become a qualified supplier?

6. Do have an online ordering website for your products?

What is the URL?

Can its use be customized for specific customer pricing agreement?

Has the site been used in ESMSolutions' system as a dynamic link for ordering?

7. Would you accept payment via VISA credit card at the quoted prices?

8. Please provide references which we may contact of current or past school district customers:

School Districts (at least three):

Reference 1:

- School District
- Location
- Contact name
- Phone number

Reference 2:

- School District
- Location
- Contact name
- Phone number

Reference 3:

- School District
- Location
- Contact name
- Phone number