

Lebanon School District

1000 S. 8th St, Lebanon, PA 17042

Portable Open, Active Walk-through Detection Systems Equipment Bid.

Bid Summary

Lebanon School District is requesting bids for portable open, active walk-through detection systems, per the enclosed specifications. Bidders will be expected to meet all bid requirements, so please review all documents and instructions carefully.

SEPARATE BIDS are invited on a lump sum basis for the following work:

PROJECT NO. 1 – Metal Detectors

PROJECT NO. 2 – Door Open Indicator Addition to Legacy Alarm System

Vendors may bid on any or all items contained in the Specifications.

Bids must be received by 2:00 pm on Wednesday, May 8th, 2024, at which time they will be publicly opened and read. Both Paper and digital copies should be submitted.

Sealed bids shall be submitted to Kelly Herr, Business Manager, Lebanon School District, 1000 S. 8th St., Lebanon, PA 17042, AND must be clearly marked “Portable open, active walk-through detection systems Equipment Bid.”

Questions must be submitted in writing via email to Mr. Shawn Canady, Chief Information Officer, at scanady@lebanon.k12.pa.us by 2:00 pm on Wednesday, May 1, 2024. Written responses to those questions deemed appropriate will be posted on the district website by close of business on Friday, May 3, 2024.

Tentative plans call for the Lebanon School District Board of School Directors to take action to award a contract at its Board Meeting on **Monday, May 20, 2024**.

Lebanon School District

1000 S. 8th St, Lebanon, PA 17042

2022 – 2023 Classroom Audiovisual Equipment

I. GENERAL INFORMATION:

Lebanon School District (“District”) is requesting bids for Classroom Audiovisual Equipment, per the enclosed specifications. To assure that all bidders are being offered an equal opportunity to bid and that all bidders are bidding on equal materials and conditions, the following must be adhered to:

1. **Any brand/trade names or model numbers used within this document are for the purposes of describing and establishing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.**
2. Vendors may submit proposals for equivalent products. The model number and brand names used are to indicate a minimum of acceptable quality; and if not stated, **“or equal”** shall be implied. However, if a bidder bids an item other than what is specified, he/she/they shall so indicate, and the responsibility of providing a substituted item as an equal to that specified shall be the duty of the bidder and not the District. Proof of an item as being equal, to include the manufacturer’s name, model number, technical information and complete manufacturer specifications, shall accompany the bid and be indexed to the item(s) as contained in our specifications. When no reference or change is indicated on the Bid Submission Form, it is understood that the specific item(s) in the bid Specifications will be furnished.
3. Lebanon School District will be the sole arbitrator in the decision to determine if the submitted bid item(s) is/are equal to the specification requested.
4. Bidders shall bid in strict accordance with the specifications as set forth. Under no circumstances shall these specifications be altered. Any deviations of specifications may be considered sufficient cause for rejection of bid.
5. A vendor may bid on any or all items contained in the Specifications.
6. Lebanon School District is exempt from all federal, state, and local sales and excise taxes, therefore **the bid price shall be net of any taxes**. Exemption certificates, if required, will be furnished on forms provided by the bidder.
7. Bid items and/or services shall comply with all applicable Federal, State and Local laws and regulations.
8. Bids will be awarded within ninety (90) days after the 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 District.
9. The District will accept the bid of the lowest responsible bidder complying with all the requirements of the Specifications. The District reserves the right to accept or reject any or all bids or any part thereof and may waive any or all technicalities or informalities. The District may select one or more items from any bid, or may order more or less than the quantity specified at the unit price stated in the bid, as may best serve the interest of the District.

10. It is agreed the bidder will hold the price and permit the District to order increased quantities of the same item as bid over and above those specified at the price included in the bid as long as it is done prior to the time of completion stated in the Specifications.
11. Tentative plans call for the Lebanon School District Board of School Directors to take action to award a contract at its Board Meeting on Monday, May 20, 2024.

II. INSTRUCTIONS TO BIDDERS:

1. **Bids must be received by 2:00 pm on Wednesday, May 8th, 2024**, at which time they will be publicly opened and read. Sealed bids shall be submitted to Kelly Herr, Business Manager, Lebanon School District, 1000 S. 8th St., Lebanon, PA 17042, **AND must be clearly marked “Portable open, active walk-through detection systems Equipment Bid.”**
2. **Questions must be submitted in writing via email to Mr. Shawn Canady, Chief Information Officer, at scanady@lebanon.k12.pa.us by 2:00 pm on Wednesday, May 1, 2024.** Written responses to those questions deemed appropriate will be posted on the District website by close of business on Friday, May 3, 2024.
3. All bids shall be submitted on the enclosed District forms and must be typewritten or legibly written in ink and signed by an authorized company representative. Bids altered in any way will not be accepted (i.e. white out, erasures, etc.). **The sealed bid package must include:**
 - a. Bid Bond or Certified Check for 5% of the total bid price. The awarded vendor will replace the bid bond with a performance bond in the amount of 50% of the awarded contract.
 - b. Appendix A - Bid Cover Sheet
 - c. Appendix B - Non-Collusion Affidavit, completed and notarized
 - d. Bid Submission Sheets
 - e. Three (3) References
 - f. Two (2) signed copies (one original and one photocopy)
 - g. One (1) digital copy on a memory stick or CD
4. Bidder shall insert the price per stated unit and the total cost extension against each item in the Bid Submission Sheets hereto attached, which the bidder has proposed to furnish and deliver. **The unit price inserted must be net and are to be f.o.b. destination, including charges for inside delivery and placement – No Exceptions.** Prices bid shall also include all discounts. There are to be NO MINIMUM dollar amounts specified by the vendor before an order is to be generated. In the event of a discrepancy between the unit prices and the total cost extension, the unit price will govern. The total bid is to be the sum of the quantity times the unit price for each item.
5. Bid Submission Sheets should be printed on 11x17 (tabloid) paper for ease of reading.
6. The bidder must show a successful track record in the performance of like work or suppling of like product. Three (3) references including business name, address, phone number, contact person and scope of product or service provided are to be submitted with the bid package.
7. The bidder, upon request, shall submit samples for any or all items on which a price is quoted, within five (5) days after such request is made. 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 bid submission sheets. Samples may be

returned at the expense of the bidder. The District assumes no responsibility for any damage incurred in testing samples.

8. Before any award is made, the District may require satisfactory evidence to show that the bidder is fully prepared in every way to deliver and service the item(s) promptly and that they have been regularly engaged in such business.
9. **Delivery must be fully completed by June 12, 2023. If you cannot meet this delivery requirement, please indicate the expected delivery date in your bid.**

III. GENERAL CONDITIONS:

1. **A portion of this project is being funded through the Pennsylvania Commission on Crime and Delinquency (PCCD Grant) Accordingly, the terms listed in The Addendum for Contracts Using Federal Funds, hereto attached, are applicable.**
2. Unless otherwise requested on the Specifications, all items shall be guaranteed by the vendor against defects in workmanship and materials for a period of one (1) year from the date of final acceptance by the District or the manufacturer's stated warranty, whichever is longer. If applicable, installation shall also be guaranteed by the installer for a period of one (1) year from the date of installation or the installer's stated warranty, whichever is longer. During this period the vendor and/or installer shall agree to promptly remedy any defects due to imperfect workmanship or materials found not to comply with Specifications.
3. A purchase order issued by the District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the District.
4. All items listed on the purchase order(s) must be delivered as soon as possible. Delivery locations are to be as stipulated on the purchase order(s). Deliveries are to be made inside buildings within the District as detailed on the purchase order(s). Each carton and /or package shall be clearly marked, showing the purchase order number. Each building order shall be packaged separately.
5. Items shipped DIRECT FROM THE FACTORY must show Lebanon School District purchase order numbers on the cartons.
6. Invoices must be submitted covering each shipment. They should show Lebanon School District item numbers, the same as packing slips. No photocopy of a Bid or Purchase Order will be accepted in lieu of an itemized invoice.
7. The bidder agrees to repair any damage to the District's buildings and/or premises, caused in the delivery of bid items and/or services, and further agrees to remove any and all dirt and debris resulting from delivery.
8. The bidder agrees to hold the Board of School Directors, officers, members and employees of the District harmless and to indemnify them from any and all expenses incurred for all claims arising from the liability for bodily injury and property damage due the vendor's negligence.
9. The District reserves the right to cancel for cause, any contract awarded as a result of this Bid subject to notice of no less than fifteen (15) days. Examples of such cause would be, but are not limited to, delays in

delivery, improper billing or product substitution, or failure to perform as outlined in the bid Specifications. The contract may also be canceled with thirty (30) days notice if, at the sole discretion of the District, its interest would be better served by implementing modified or advanced technologies, or adopting more current state-of-the-art programs or procedures.

10. If the Lebanon School Board does not allocate funds needed to make payments beyond the District's then-current fiscal period, the District shall not be required to make such payments, and the purchase order shall be considered terminated.
11. 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 specified, and that all of the articles shall be subject to the inspection and approval of the District. Acceptance of delivery of materials or equipment to the site shall not constitute final acceptance by the District. In the event that any articles are rejected as damaged, 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.
12. In the event that the successful bidder should neglect or refuse to furnish or deliver any articles or any part thereof, or to replace any articles which are rejected as stated in the preceding paragraph, then the District 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 District.
13. The District is an equal opportunity employer.
14. 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, sex, handicap or disability.
15. Bidder shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Bidder, the District shall notify Bidder of the request and Bidder shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

Lebanon School District
1000 S. 8th St, Lebanon, PA 17042

2023 – 2024 Portable Open, Active Walk-through Detection Systems and Door Alarm Equipment

Appendix A: Bid Cover Sheet

Name of Company _____

Address _____

Contact Person _____

Telephone Number _____

E-mail Address _____

Web Site Address _____

FIRST, the undersigned has carefully examined all bid documents and specifications for classroom audiovisual equipment and agree to furnish and perform the specified services for the Lebanon School District.

SECOND, the quoted prices are listed as firm for a period of ninety (90) days after the due date of this Bid.

THIRD, the undersigned agrees that **delivery must be fully completed by June 15, 2024.**

FOURTH, the company agrees to furnish the bid items for the amount quoted in the attached Bid Submission Sheets. The initials below confirm the submission of the following bid(s):

Initials	Submitted Bid Submission	Description
	Spreadsheets	
	PROJECT NO. 1	Portable open, active walk-through detection systems Equipment Bid
	PROJECT NO. 2	Door Open Indicator Addition to Legacy Alarm System

FIFTH, the company agrees to the terms as stated in the ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS.

_____ Years company has been in business of distributing bid items herein.

Signature _____

Date

Printed Name _____

Title _____

Lebanon School District

1000 S. 8th St, Lebanon, PA 17042

2023 – 2024 Portable Open, Active Walk-through Detection Systems and Door Alarm Equipment

Appendix B: Non-Collusion Affidavit

Instructions:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antidid-Rigging Act, 73 P.S. 1611 et sec., 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 statement 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 associated 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 non-competitive 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 may result in disqualification of the bid.

NON-COLUSION AFFIDAVIT

State of _____ : Contract/Bid Title: _____

County of _____

I _____ state that I am _____ of _____
(name) (Title) (Name of 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 under investigation
(Name of firm)

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
(Name of firm)

representations are material and important and will be relied on by **Lebanon School District** in awarding the contract(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 **Lebanon School District** of the true facts relating to the submission of bids for this contract.

(Signature, Name & Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2____

(Notary Public)

My Commission Expires: _____

Lebanon School District
1000 S. 8th St, Lebanon, PA 17042

2023 – 2024 Portable Open, Active Walk-through Detection Systems and Door Alarm Equipment Bid

Appendix C: Newspaper Advertisement

The Lebanon School District will receive sealed bids for **Portable open, active walk-through detection systems Equipment Bid, and Door Open Alarms to integrate with our current system.**

The bids, addressed to Kelly Herr, Business Manager will be received at the Lebanon School District, 1000 South Eighth Street, Lebanon until **2:00 PM** local time, **Wednesday, May 8th, 2024**, at which time they will be publicly opened and read.

All information concerning specifications may be obtained from the Business Office and or District Website.

The Lebanon School District reserves the right to reject any and all bids and to make the award in the best interest of the School District.

Kathryn Minnich
School Board Secretary

To be published in and provide proof of publication:

**Lebanon Daily New: on, 4/21/24, 4/28/24, 5/5/24,
Lancaster Newspapers: on, 4/21/24, 4/28/24, 5/5/24,**

Lebanon School District
1000 S. 8th St, Lebanon, PA 17042

2022 – 2023 Classroom Audiovisual Equipment

BID SPECIFICATIONS

Please refer to the enclosed bid sheets for desired equipment specifications.

Timeline for Completion: Delivery must be fully completed by June 15, 2024.

Specifications:

PROJECT NO. 1 – Portable open, active walk-through detection systems Equipment Bid. Specifications based on CEIA OpenGate Detector which the district currently owns. Alternative manufacturer submissions must be willing to conduct an onsite demonstration.

- Weapons Detection System designed for faster screening of people with their backpacks, purses, bags, etc. for the detection of a large variety/number of Metal Threat
- does not require any mechanical or electrical connection between the two pillars that define the passageway.
- Acoustic and optical signals, located at the top of the pillars, provide real-time status and alarm indications.
- Portable and Easy to position.
- Arch Free Structure
- Top cap to allow arm visibility.
- power supply options include either lithium-ion batteries and/or standard wall outlet (110v).
- Detection Targets – Weapons.
- Easy to relocate and set up at multiple locations.
- Detection and signaling parameters can be easily set via App, designed for smartphones or tablets, and based on Android or iOS operating systems.

Current Bid is for 2 units and accessories (funded) with the option of buying 10 additional units and accessories at quoted price if approved for additional grant funding.

Project No. – 2 Upgrade District Door Monitoring.

Qty	Description
	System must function with districts existing DMP Alarm system managed by Vector Security/
As needed to complete work	Upgrade existing DMP alarm controls to the latest version.
As needed to complete work	Install relay outputs from the alarm panels to inputs on the DSX access system for each building.
As needed to complete work	Program door prop alarms to annunciate on WinDSX software and setup email notifications.
As needed to complete work	Provide Virtual Keypad PC login and smartphone app for remote alarm system control and real-time notifications of system events.
As needed to complete work	Provide labor for cabling, programming & testing.
5	XR550DNLG alarm control
26	DMP 716 4 output expansion module
12	DSX 1042 intelligent input module
4	DSX 1040E large enclosure
As needed to complete work	Alarm cable & wire management
As needed to complete work	Programming and testing

ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS

The following provisions are required when Lebanon School District (“District”) spends federal funds for any contract. **Accordingly, except where stated not applicable, the following terms apply to the Classroom Audiovisual Equipment Contract (“Contract”) because it is expected the Successful Bidder (“Vendor”) will be paid with such funds.**

(A) Vendor Violation or Breach of Contract Terms

In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance of the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

(B) District Termination for Cause and for Convenience

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the District shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination.

(C) Equal Employment Opportunity

For a federally assisted construction contract, Vendor must comply with Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, Title 41 CFR Part 60.

The District has determined that the Contract is not a federally assisted construction contract.

(D) Prevailing Wage Requirement for Construction Contracts

Prime construction contracts for more than \$2,000 must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor

regulations. Such contracts must also include a provision for compliance with the Copeland “Anti-Kickback Act,” 40 USC 3145, as supplemented by Department of Labor regulations.

The District has determined that the Contract is not a prime construction contract.

(E) Contract Work Hours and Safety Standards

For construction contracts of more than \$100,000, Vendor must comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701-3708, including requirements for payment of overtime and maintenance of safe working conditions.

The District has determined that this requirement is not applicable to the Contract.

(F) Rights to Inventions Made Under Agreement

Certain research contracts funded by federal grants are required to include provisions relating to inventions made by non-profit organizations and small business firms.

The District has determined that this requirement is not applicable to the Contract.

(G) Clean Air Act and Federal Water Pollution Control Act

For contracts of more than \$150,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251- 1387.

The District has determined that this requirement is applicable to the Contract.

(H) Debarment and Suspension

Vendor certifies that it is not listed on the governmentwide exclusions in SAM, and is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority.

(I) Byrd Anti-Lobbying Amendment

For contracts of more than \$100,000, Vendor certifies that it is in compliance with all provisions of the Burd Anti-Lobbying Amendment 31 U.S.C. 1352 and that it has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award. The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award.

The District has determined that this requirement is applicable to the Contract.

(J) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

In accordance with 2 CFR Part 200, and specifically § 200.321, Vendor is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when

possible: placing qualified small and minority businesses and women's business enterprises on solicitation lists and assuring they are solicited whenever they are potential sources; dividing total requirements into smaller tasks or quantities to maximize participation; by small and minority businesses, and women's business enterprises; establish delivery schedules, to encourage participation; use the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and require any subcontractor to take affirmative steps.

(K) Domestic Preferences

Vendor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

(L) Procurement of Recovered Materials

For contracts of more than \$10,000, Vendor must comply with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

The District has determined that these requirements are applicable to the contract.

(M) Bonding Requirements

For construction contracts, the minimum requirements for bonding are as follows:

- a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.
- b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.
- c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

The District has determined that these requirements are not applicable to the contract.

For all other contracts, the minimum requirements for bonding are as follows:

- a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.
- b) The awarded vendor will replace the bid bond with a performance bond in the amount of 50% of the awarded contract.

The District has determined that these requirements are applicable to the contract.

(N) General Compliance and Cooperation

Vendor shall make a good faith effort to provide District such information and to satisfy District requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.