

Revised RFP 2-26-2019



Woodland Hills School District
531 Jones Avenue
North Braddock, PA 15104
412-731-1300

Request for Proposal **Revised RFP 2-26-2019**

(See Changes in Red)

Proposal Requirements

Please submit proposals or responses via sealed packages to the following address:

Woodland Hills
Wall Mount Bid Proposal
ATTN: Steve Muiter
531 Jones Avenue
North Braddock, PA 15104

Woodland Hills School District will consider all proposals meeting our educational goals and specified products requested.

All proposals are due by Tuesday, March 05, 20 19 by 1:00 pm.

Proposals must show (where it is applicable) the part number, cost, and shipping costs in a detailed itemized list for all items and services associated for the full completion of this project. Proposals must be all-inclusive and represent the full and complete project.

Any **recurring costs** included in the proposal must be specifically identified and labeled as recurring costs; otherwise, all items or services will be considered non-recurring.

Proposals are specifically contingent upon full budget and project approval by the Woodland Hills School Board. Woodland Hills School District may choose to reject all or part of the proposal. ***This contingency clause must be included in the proposal.***
“Woodland Hills reserves the right to reject all bids.”

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Woodland Hills would like bids on the following product.

Flat Panel Adjustable Wall Mounts VESA Interface Brackets

Quantity: 47

(Must complete this section to qualify for selection)

Minimum requirements for Mounts:

Adjustable wall mount bracket by *Balance Box*, model: 400-90 or equivalent.

Adjustable Height Wall Mount for 75" monitor, which supports no less than 140 lbs.

Interface bracket to mount the flat screen to the Balancebox 400, model: BALD 481A21 or equivalent.

Freight

(Must complete this section to qualify for selection)

Cost to deliver/ship all devices to:

Dickson Intermediate
7301 Schoyer Avenue
Swissvale, PA 15218

WHSD will make its final selection from all proposals meeting the above requirements, and shall select the response that offers the best value for the District based on the following criteria:

- x Purchase price;
- x Reputation of the vendor and of the vendor's goods and services;
- x Quality of the vendor's goods or services;
- x Extent to which the goods or services meet the District's needs;
- x Vendor's past relationship with the District;
- x Length of and type of Warranty included
- x Flexibility to allow changes in order, installation, or product line.

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Proposals should comply with the District's General Provisions, as included below. Prospective Vendors are cautioned to read and understand the General Provisions set forth in this document prior to responding to the Request for Proposals. Any exceptions to or failure to follow these General Provisions unless otherwise directed within the specific bid documents, may be cause for a Proposal to be deemed non-responsive and disqualified by the District.

All bids will be opened in front of a selected Committee. The bid selected will then be presented to the Woodland Hills School Board for approval of the project and financial agreements. The WHSD school board will be conducting a meeting in late March.

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General Provisions

1. **VENDOR:** The term Vendor as used in these General Provisions shall include Successful Bidder.
2. **PROPOSAL:** The term Proposal as used in these, General Provisions is a general term referencing a Vendor's response to a solicitation issued by the District.
3. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other district officials from the date this solicitation is released until the award of a agreement by the Board of Trustees.
4. **BID/PROPOSAL SUBMISSION:** Proposals must be submitted utilizing the bid/proposal documents and must reach the Woodland Hills School District on or before the date and time specified in the bid/proposal. Late Proposals will be filed unopened.
5. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the Proposal. Failure to provide complete and accurate information may disqualify Vendor from consideration.
6. **SIGNATURES:** Proposals must be signed by an authorized individual that can bind their company or firm when submitting the Proposal. Failure to sign the Proposal will be considered as a mistake in documentation and the Proposal will be rejected as nonresponsive.
7. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal must be made in writing stating the conditions for withdrawal.
8. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand names must be indicated for each article and when omitted, district will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
9. **TAXES:** Woodland Hills is exempt from local, state, and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for the payment of taxes. The Vendor shall absorb the taxes entirely. The District will supply tax exemption information upon request.
10. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face includes the cost of any special tooling or special test equipment fabricated or required by Vendor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Vendor as such.
11. **AGREEMENT RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Vendor or between the District and the Vendor's employees. The District shall not be subject to any obligations or liabilities of the Vendor or his employees, incurred in the performance of the agreement unless otherwise authorized in writing. Neither the Vendor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.
12. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Vendor, its officers, agents or employees, in performance of agreement, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.
13. **APPLICABLE LAW:** This agreement shall be governed by the policies of the Woodland Hills School Board, laws of the State of Pennsylvania and the Uniform Commercial Code, as applicable. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Pennsylvania as effective and in force on the date of this agreement.
14. **GRATUITIES:** The District may, by written notice to the Vendor, cancel this agreement without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the District with a view toward securing a agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a agreement. In the event this agreement is cancelled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
15. **ASSIGNMENT-DELEGATION:** No right or interest in this agreement shall be assigned or delegation of any obligation made by the Vendor without the written permission of the District. Any attempted assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
16. **MODIFICATIONS:** This agreement may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
17. **INTERPRETATION OF EVIDENCE:** This agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
18. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination, UNLOADED, unless delivery terms are specified otherwise in proposal. All deliveries, unless specified otherwise in the agreement or order document, will be made to the campus or department specified, between the hours of 8:30 a.m. to 3:30 p.m., Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school building or district facility in the room or rooms designated, at no additional charge. The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts, and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth in any subsequent duly authorized purchase orders.
19. **FUND AVAILABILITY:** Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the District Board of Trustees or otherwise not made available to the District.

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20. **WAIVER:** No claim or right arising out of a breach of this agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
21. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from this agreement shall lie in Allegheny County in the State of PA.
22. **RIGHT OF INSPECTION:** The District shall have the right to inspect the goods before accepting them.
23. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the District, payment terms shall be Net 45 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
24. **AUTHORIZED PURCHASE ORDER:** The successful Vendor shall not begin work/services or deliver merchandise without an authorized purchase order.
25. **DURATION OF SUBMISSION:** Offers must remain open for acceptance for a period of ninety (90) days subsequent to the opening of Proposals. No Proposal may be withdrawn during the period of firm offering.
26. **WARRANTY-PRICE:** The price to be paid by the District shall be that contained in the Vendor's bid which the Vendor warrants to be no higher than Vendor's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Vendor breaches this warranty, the prices of the items shall be reduced to the Vendor's current prices on orders by others, or in the alternative, the District may cancel this agreement without liability to District for breach at Vendor's actual expense. The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the District shall have the right in addition to any other right or rights to cancel this agreement without liability and to deduct from the agreement price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
27. **WARRANTY-PRODUCT:** Vendor shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the District. Vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.
28. **WARRANTY-SAFETY:** Vendor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Vendor's expense. In the event the Vendor fails to make the appropriate correction within reasonable time, correction made by the District will be at the Vendor's expense.
29. **WARRANTY-INFRINGEMENT:** As part of this agreement for sale Vendor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the District be liable to the Vendor for indemnification in the event that Vendor is sued on the grounds of infringement or the like. If Vendor is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this agreement. If the District does not receive notice and is subsequently held liable for the infringement or the like, the Vendor will hold the District harmless (if the Vendor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this agreement shall be null and void except that the District will pay the Vendor the reasonable cost of his search as to infringements).
30. **REJECTION/AWARD:** Woodland Hills reserves the right to reject any and/or all Proposals, to award agreements for individual items as may appear advantageous and to waive all formalities in bidding. Written notice of award mailed or otherwise furnished to the successful Vendor results in a binding agreement without further action by either party.
31. **TERMINATION:** The District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid/proposal solicitation upon thirty (30) days written notice; upon default by the Vendor, for delay or nonperformance by the Vendor or, if it is deemed in the best interest of the District, for convenience. Any notice delivered to either party shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to party's address appearing in the request or proposal documents (or as subsequently revised or changed). Any compensation due to Vendor will be limited to services performed and accepted by Woodland Hills up to the date of termination.
32. **COST OF PROPOSAL PREPERATION:** The company or firm shall be responsible for any cost incurred in the preparation of the Proposal and participation in the evaluation process. There is no expressed or implied obligation by Woodland Hills to reimburse any individual or firm for any costs incurred in preparing or submitting responses, for providing additional information when requested by Woodland Hills, or for participating in any selection demonstration/interviews, including discovery (pre-agreement negotiations) and agreement negotiations.
33. **AWARD OF RESPONDENT(S):** The Woodland Hills Board of Trustees reserves the right to accept or reject all or any part of any Proposal, waive minor formalities, and make the award to the company or firm that is deemed most advantageous to Woodland Hills. Furthermore, the Board of Trustees reserves the right to make an award to a single, multiple, or all respondents.
34. **AWARD CRITERIA:** All responses will be evaluated to determine the best value response. It is not the policy of Woodland Hills to award an agreement solely on the basis of low price. Specific evaluation criteria are further detailed in the proposal document.
35. **PAYMENT/PERFORMANCE BONDS:** Government Code 2253.021 requires a government entity to secure a Payment Bond if an agreement for services constituting a public work is \$25,000 or above. And, a Performance Bond is required if the agreement for services constituting a public work is over \$100,000. Cost of required bonding shall be submitted as a part of the original bid/proposal response.
36. As used in this document, the terms "bid" and "proposal" are used interchangeably and the use of one term shall include application to the other.