

BIG SPRING SCHOOL DISTRICT

45 Mount Rock Road

Newville, PA 17241

INVITATION TO BID

Big Spring School District, Newville, Cumberland County Pennsylvania is accepting bids for the procurement of CyberData 011396 InformaCast Enabled Speakers with Talk-Back. Bids will be received until **Monday, April 27, 2026 at 10:30 a.m.** prevailing time.

Bids shall be submitted in sealed envelopes marked "**BSSD CyberData IP Speaker Project**".

The bids will be publicly opened and read on **Monday, April 27, 2026 at 10:30 a.m.** in the Big Spring School District Administration Building, 45 Mount Rock Road, Newville, PA 17241.

No bidder may withdraw their bid for a period of ninety (90) days after the date of the actual opening of bids.

Big Spring School District reserves the right to reject any or all bids, and to accept or reject any parts thereof, or items therein, and to waive any defects or irregularities in bids and bid securities, and to make the award that is determined to be in the best interest of the District.

Specifications and other bidding documents may be obtained from the Big Spring School District Technology Department by emailing the following: RKrepps@bigspring.k12.pa.us.

Big Spring School District

By: Cristy Lentz

Business Manager

BIG SPRING SCHOOL DISTRICT
45 Mount Rock Road
Newville, PA 17241

GENERAL INFORMATION AND BID REQUIREMENTS

1. Submission of Bids – Bids are due at the Big Spring School District Administration Building, 45 Mount Rock Road, Newville, PA 17241 by **Monday, April 27, 2026 at 10:30 a.m.**, prevailing time, bids will be publicly opened and read at the Big Spring School District Administration Building on Monday, April 27, 2026 at 10:30 a.m. Bids are to be submitted in a sealed envelope marked to the care of Mrs. Cristy Lentz. The envelope shall carry the bid identified as – **“BSSD CyberData IP Speaker Project”**.
2. Selection or Rejection of Proposals – The Big Spring School District reserves the right to reject any or all bids, and to accept or reject any parts thereof, or items therein, and to waive any informalities in connection there with at its discretion, and to make the award that is determined to be in the best interest of the District.
3. Billing - Bills shall be submitted in duplicate to the Big Spring School District, 45 Mount Rock Road, Newville, PA 17241. No cash allowances for any purpose are included in the specifications of this project. Cash allowances are prohibited.
4. No vendor may withdraw their proposal for a period of ninety (90) days after the date set for the opening thereof.
5. No rights shall accrue to any person submitting a proposal until it has been accepted and the contract or purchase order awarded and such contract or purchase order is executed in writing.
6. The successful bidder shall not assign the performance of the contract, nor any portion thereof to others without the express consent, in writing, from the Big Spring School District Board of School Directors.
7. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.
8. Default - In the event any property or service to be furnished by the vendor under a contract or purchase order should for any reason not conform to the specifications contained therein and to the sample submitted by the vendor with the proposal, the Big Spring School District Board of School Directors may reject such property or service. In such event, upon receipt of specific instructions from the Business Manager, the vendor shall immediately remove any rejected property without expense to the Big Spring School District and replace it with such property as conforms to the specifications and samples and/or provide additional or alternative property as conforms to the specifications and samples.

Should the vendor default in the performance of the foregoing paragraph, the School District may procure such property or services from other sources in any manner provided by law and shall have the absolute right to cancel the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the School District; to deduct from any monies due to the vendor or that may thereafter come due to the vendor, the difference between the contract price and the actual cost of the property or services to be replaced or substituted. The price paid by the Big Spring School District in such event shall be the prevailing market price at the time the substitute purchase is made or in the event that it is necessary to seek bids for such property or service, the amount of the successful proposal.
9. Entries on the bid form must be typewritten or legibly handwritten in ink. Changes, alterations, or interlineations in the proposal are not permitted.

10. Proposal figures shall include all charges including but not limited to: any freight charges. They shall also include all discounts.
11. Contractor's Evidence of Responsibility – Contractors may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the items offered satisfactorily and expeditiously and that they are authorized dealers and can provide necessary services and warranties for items they propose to furnish.
12. Compliance with Proposal Requirements - Any inability to comply with the conditions and specifications as outlined must be clearly stated in your proposal.
13. Award-Contract: The Invitation to Bid, the Bidder's submission documents, and Purchase Order or Contract and its attachments, either attached hereto or included by reference when received by the successful contractor shall constitute (1) a binding contract on the terms set forth therein and (2) the entire contract, and is to be interpreted, construed and given effect all respects according to the laws of the Commonwealth of Pennsylvania.
14. Rights and Remedies - The rights and remedies of the Big Spring School District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
15. Standard of Quality – The bidder must not substitute any alternatives to the products specified. A bid containing an alternative, which does not meet the specifications, may be declared non-responsive.
16. Delivery – Delivery should be fully completed by June 30, 2026. If you feel you cannot meet this delivery requirement, please indicate in your bid the expected delivery date.

Acceptance of delivery of materials or equipment to the site shall not constitute final acceptance by the School 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.

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Newville, PA 17241

ADDITIONAL GENERAL BID REQUIREMENTS

1. Bidding Documents

Bidders shall promptly notify the School District of any ambiguities, inconsistencies, discrepancies, errors or omissions in the Specifications. Such notification must be made in writing no later than seven (7) days prior to the last day for receipt of bids. Any interpretation, correction, or change of the specifications, or other bidding documents will be made only by the School District by written addendum to all bidders. Interpretations, corrections, or changes made in any other form shall not be binding.

2. Bidding Procedure and Form of Bids

Proposals must be submitted on the Bid Forms included with the bidding documents. All blanks on the Bid Form shall be filled in for each item or group of items on which a bid is submitted. Changes, alterations, or interlineations in the bid are not permitted. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

Proposals shall be for a stipulated base sum covering the furnishing of all materials as called for in the Specifications.

The Bid Form shall include the legal name of the bidder and a statement specifying whether the bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall give the state of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.

Proposals shall be delivered, sealed in an opaque envelope, to the Big Spring School District, Administration Building, 45 Mount Rock Road, Newville, PA 17241 at **or before 10:30 a.m., prevailing time, April 27, 2026**. The envelope shall be marked "**BSSD CyberData IP Speaker Project**" and include the name and address of the bidder. If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope marked that a sealed bid is enclosed. The bidder assumes full responsibility for timely delivery of the proposal. Bids received after the time and date specified for receipt of bids will be returned unopened.

No bid may be withdrawn for a period of ninety (90) days after the date of the actual bid opening.

3. Acceptance or Rejection of Bids

The School District reserves the right, in its discretion, to reject any or all bids and to accept or reject any part of any bid and to waive any defects or irregularities in the bids.

The contract shall be awarded within approximately sixty (60) days of the actual bid opening, except as otherwise provided by law. The School District shall notify the successful bidder of its intent to award. Upon receipt of such Notice of Intent to Award, the successful bidder shall have fifteen (15) days to furnish the School District with acceptable performance and payment bonds and insurance certificates (where applicable).

Contracts shall be accepted, awarded and executed only after approval by the School Board, by execution of a Standard Form of Agreement signed by a representative of the School District and the successful bidder, upon furnishing of the required bonds, insurance certificates, clearances, and other required documents by the successful bidder in satisfactory form as specified herein. Any prior notification of Intent to Award a contract shall not operate as an acceptance. The Contract shall be comprised of the Invitation to Bid, the Plans and Specifications, the Instructions to Bidders, the completed Bid Form, and the Standard Form of Agreement between the School District and Bidder.

4. Sales Tax

All of the items specified should be bid on a cost basis that is "Tax Exempt." No charge will be allowed for federal, state, or municipal sales or excise taxes, for which the school district is exempt by law. The bid price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.

5. Invoicing

Invoices must be completely itemized and cover each shipment. No photocopy of a Bid or Purchase Order will be accepted in lieu of an itemized invoice.

6. Discrimination Prohibited

According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:

- That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor, shall, by reason of race, creed or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;
- That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed or color;
- That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of this contract; and,
- That this contract may be canceled or terminated by the School District, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of the contract.

7. Human Relations Act

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act, as amended, that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

8. Competent Workers

According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first-class workmen and mechanics. No workmen shall be regarded as competent first-class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where this work is being done.

9. Standard of Quality

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal," they shall be subject to equals only as approved by the architect, engineer and/or School District.

10. Compliance with Policy/Law

Contractor 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 any and all submission documents are subject to disclosure as defined in the Pennsylvania Right-to-Know Law. Additionally, if the vendor is in possession of documents requested that are not in the District's possession, the District shall notify vendor of the request and vendor 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.

11. Debarment and Suspension

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Revised March 2018 74 exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor agrees that such provision applies to any Eligible Entity purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60- 1.3 and the Awarded Vendor agrees that it shall comply with such provision.

13. Jurisdiction/Venue

If a dispute arises, the parties are to make a good faith effort to resolve the dispute without litigation. If litigation is initiated by either party, the parties acknowledge and agree that such litigation must be initiated in the Court of Common Pleas of Cumberland County (or if applicable in the United States District Court for the Middle District of Pennsylvania), which is the exclusive venue, and which Court has jurisdiction for all matters related to this Agreement. Further, the parties acknowledge and agree that this Agreement was mutually negotiated, drafted, and executed and that the Invitation to Bid and any subsequent Agreement shall be subject to and interpreted under the laws of the Commonwealth of Pennsylvania.

NON-COLLUSION AFFIDAVIT

State of _____ : Contract/Bid No. _____

County of _____ :

I state that I am _____ of _____
(Title) (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.

- (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 intentional high or non-competitive 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
(Name of my firm)
and employees are not currently under investigation by any governmental agency and have not in the past four (4) 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
(Name of my firm)

above representations are material and important, and will be relied on by BIG SPRING 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 BIG SPRING SCHOOL DISTRICT of the true facts relating to the submission of bids for this contract.

Sworn to and subscribed before me

this _____ day of _____,

in the year _____.

(Name and Company Position)

(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 Anti Bid 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 the 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 “complimentary 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.

BID FORM

Item #1 - Base Bid: BSSD CyberData IP Speaker Project

<u>ITEM</u>	<u>Quantity</u>	<u>Base Bid</u>
Cyberdata 011396 InformaCast® Enabled Speaker with Talk-Back Part Number: 011396	115	\$

Item #2 - Additive Option (Additional Quantity): BSSD CyberData IP Speaker Project

<u>ITEM</u>	<u>Quantity</u>	<u>Base Bid</u>
Cyberdata 011396 InformaCast® Enabled Speaker with Talk-Back Part Number: 011396	100	\$

Signed (Name and Title)

Company Name

Address

Telephone Number

Fax Number

Date

An authorized official of the Bidder's Company must sign this Bid Form. Deliver this in a sealed envelope marked:

"BSSD CyberData IP Speaker Project"

Bids should be addressed to Cristy Lentz, Business Manager, Big Spring School District, Administration Building, 45 Mount Rock Road, Newville, PA 17241.