



**QUAKERTOWN COMMUNITY
SCHOOL DISTRICT**

100 COMMERCE DR

QUAKERTOWN PA 18951

Request for Proposals (RFP)

Kiln Preventative Maintenance

**All proposals Must Be Returned in a Sealed Envelope Clearly
Marked:**

Kiln Preventative Maintenance

This RFP issued on March 6, 2024

Submission of Proposals Due on April 5, 2024

I. Introduction :

The Quakertown Community School District (“District”) is soliciting proposals for Kiln Preventative Maintenance Services as more fully set out in The Scope of Services and specifications sections of this Request for Proposal (“RFP”).

II. The RFP shall consist of the following

1. Request for Proposal as herein described
2. Exhibit A – Terms of Contract
3. Exhibit B - Price Proposal for Kiln Preventative Maintenance

The above listed documents must be read in their entirety as they define the scope of services, the rights and obligations of the parties and other terms and conditions of the RFP.

III. Timeline and other Requirements for Submission of Proposal in response to RFP

No later than 1:00 p.m. on Friday, April 5, 2024 all written questions about the RFP should be electronically sent to the following:

Rob Christine, Director of Facilities, rchristine@qcsd.org

Each Applicant submitting a Proposal in response to this RFP must deliver a hard copy to:

Quakertown Community School District
Attn: Rob Christine
311 S. 9th Street
Quakertown PA 18951

No later than 1:00 p.m April 5, 2024. Telephone, electronic or fax proposals are not considered legal documents; therefore, original signed documentation must be submitted for consideration. **Proposals received after 1:00 p.m. on April 5, 2024, will also not be considered.** The Quakertown Community School District is not liable for any costs incurred by those submitting Proposals or for lateness of receipt due to mail delays.

Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of the proposal will remain confidential during the negotiation process.

Opening Proposals: All proposals will be opened at the exact hour and date specified in the deadline. Confidential information contained in proposals shall not generally be open for public inspection, but QCSD’s records are subject to the Pennsylvania Office of Open Records Right to Know Law requirements.

Submittal of Proposals:

Proposals are to be submitted in a sealed envelope bearing the name of the vendor and plainly marked with the bid category and due date.

Proposal Checklist –

Completed Proposal Package

§ Anti Discrimination Clause

§ Non-Collusion Affidavit

§ Public School Code Criminal Offences Agreement

§ Price Proposal

Reservation of Rights: The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the District and the right to waive any and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the RFP. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

IV. Definitions of Words and Phrases

Words and phrases shall be construed according to the rules of grammar and according to their common and approved usage. Any technical words and phrases and such others as have acquired a peculiar and appropriate meaning or are defined in this Section IV of the RFP, shall be construed according to such peculiar and appropriate meaning or definition.

1. **Applicant** – A person or group of persons who provide professional development services
2. **Quakertown Community School District/Quakertown Community School Board** – School District or District or School Board or Board.
3. **Contract or Agreement** – shall consist of a document substantially containing the terms and conditions as set forth on Exhibit A attached hereto and any modifications mutually agreed upon between the District and the Applicant and an agreed upon price as set forth in Exhibit B and C.
4. **Proposal** – the response by the Applicant to the RFP.
5. **Components of Proposal-** Applicant's comprehensive plan, staffing proposal, references, and price proposal.
6. **Services-** Professional development services as set forth in Exhibit A.

V. Purpose of Proposal

The Quakertown Community School District seeks qualified vendor to perform preventative maintenance on the kilns in our various buildings as noted.

VI. Scope of Work and Qualifications-

- Includes one service visit per year to be completed during 24/25 school year
- Vacuum interior of kiln
- Confirm that all strapping bands are firmly tightened
- Confirm proper operation of the thermocouple
- Confirm proper operation of all elements
- Inspect/clean tube assembly and sensing rod
- Confirm proper operation of exhaust fan in applicable
- Models of equipment are as follows:
 - Pfaff: Amaco Electric Kiln Model: HF101SF, 208v
 - Trum: Skutt Automatic Kiln Model: KM1027, 208v
 - Richland: Skutt Automatic Kiln Model: KM1027, 240v
 - Neidig: Skutt Automatic Kiln Model KM1027, 208v
 - Strayer: Skutt Kiln Model: KMT1227, 240 volts
 - HS: Skutt Automatic Kiln Model KM-14F, 208v

VII. Components of Proposal

The Proposal submitted shall address and include the following components:

A. Applicant's Comprehensive Plan for Performing the Service(s)

Include a comprehensive description of your experience as it relates to performing duties

B. References

Include a list of references with names and other contact information in the event the District elects to communicate with your references. Include at least three (3) institutional references who currently utilize your services.

C. Price Proposal

The applicant shall submit a Price Proposal pursuant to the attached Request for Proposal attached hereto and identified as Exhibit "B."

D. Anti-Discrimination Certification

ANTI-DISCRIMINATION CLAUSE

1. In accordance with the provisions of the Pennsylvania School Code, the Contractor agrees:
 - a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason or race, creed, color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;
 - b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;
 - c. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,
 - d. That this contract may be canceled or terminated by the Quakertown Community School District and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

Initial_____

E. Non-Collusion Affidavit

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 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/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 "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 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.**

NON-COLLUSION AFFIDAVIT

Bid Name _____

State of _____

County of _____

I state that I am _____
of _____
(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 the 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 the 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 an 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,
(Name of Firm)

Officers, directors and employees are not currently under investigation 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
(Name of Firm)

Above representations are material and important, and will be relied on by the **Quakertown Community School District** when recommending for award the items 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 the **Quakertown Community School District** of the true facts relating to the submission of bids for this contract.

Print Name of Authorized Person & Company Position

Signature of Authorized Person

Sworn to and subscribed before me This _____ day of _____, 20____.

Notary Public My commission expires _____

E. Public School Code Criminal Offences Agreement

PUBLIC SCHOOL CODE CRIMINAL OFFENSES AGREEMENT

1. This agreement is part of the agreement between the undersigned businessperson or entity and Quakertown Community School District, for the sale of goods or the provision of services as an independent vendor or contractor.
2. The undersigned understands that vendors and independent contractors and their employees and their subcontractors' employees hired after that date shall comply with Section 111 of the Public School Code, Act 34, Act 114, Act 151, 168 or similar legislation in the future, which provides, among other things, that a RESPONSE FOR CRIMINAL HISTORY RECORD CHECK, PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE and FBI FINGERPRINTING REPORT, ARREST/CONVICTION REPORTING AND DISCLOSURE RELEASE must be obtained for each employee who could come into contact with school children, showing that such employees have not been arrested/convicted of certain crimes. A copy of the law is available upon request.
 - a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall comply upon request with requirements of Section 1-111(e) regarding reporting of arrest/conviction of offense as described therein;
 - b. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall comply upon request with requirements of Act 168 sexual misconduct/abuse disclosure releases for offenses as described therein;
3. The undersigned agrees to submit a copy for Quakertown Community School District's records of the Response for Criminal History Record Check, Pennsylvania Child Abuse History Clearance, and FBI Fingerprint Report for all its employees and its subcontractors' employees, if any, who will have direct contact with children, and further agrees to produce the originals of each of the above for the Quakertown Community School District's review prior to employment of any such individual.
4. It is agreed that Quakertown Community School District has no right of direct control over the hiring, retention, screening or assignment of employees, agents, or officers of the undersigned, and further that the undersigned is responsible for compliance with this law. In addition, should any official or employee of the school be subject to any claim, proceedings, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of the undersigned, or its officers, agents or employees, to comply with said law, then the undersigned, as part of the consideration of doing business with the Local Education Agencies represented by the Quakertown Community School District, hereby agrees to indemnify and hold harmless all such persons for all losses, including costs of counsel and all expenses incident thereto.
5. It is agreed that the foregoing obligation applies to employees and subcontractors of the undersigned who are assigned to this project at its beginning and to employees and subcontractors who are added at a later date, as well as any other person that the undersigned shall cause to perform any work or provide any service as part of the contract referred to above.

Dated: _____ 20 ____

By: _____ (Seal)

(Corporate Seal, If applicable)

(Proprietor, Authorized Officer or Partner)

Witness or Attest:

Business Name and Address of

Vendor/Independent Contractor

VII. Evaluation Process:

The Applicant's Proposal will be reviewed initially by the District's Selection Review Committee to determine responsiveness to the RFP. Non-responsive submissions may be rejected without evaluation.

The Review Committee will screen all proposals and thereafter, in their discretion, may select one or more Applicant(s) for an interview. The Applicant(s) selected for an interview must be available for interview at the District's request.

The Proposals will be evaluated by a committee (the Selection Review Committee) chaired by the Director of Facilities. The evaluation will be based upon the information provided by the Applicant in its Proposal that addresses the provisions of this RFP, the interview (if one is conducted), references, and any necessary verification of information submitted in the Proposal or at the interview (if one is conducted).

VIII. Basis of Award:

The District will not base its selection solely on the lowest responsible bid as would be the case if the School Code applied and public bidding was required. Therefore, the District is under no obligation to accept and make an award based on the lowest responsible Price Proposal. The District may also reject any or all Proposals for any reason and/or terminate the selection process at any time.

The District will award a Contract for Services to the Applicant whose Proposal is determined to be the most advantageous to the District based on the provisions of this RFP. All factors including price will be considered. Upon receipt of the Proposals the District will negotiate with one or more Applicants the terms and conditions of a final Contract; and thereafter, will recommend the selected Applicant to the Board for approval and award of the Contract. A signed Contract substantially in the form as set forth in Exhibit A and the Price Proposal set forth in Exhibit B shall constitute the Contract between the District and the Applicant.

Protests shall be filed with the District and shall be resolved following applicable law. A protest must be in writing and must be filed with the District. A protest of solicitation must be received at the District before the proposal opening date. A protest of a proposed award or of an actual award must be filed within 10 days after the protester knows or should have known the basis of the objection.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

Exhibit "A"
Terms and Conditions of Contract for Services

General Description of the Kiln PM Vendor Responsibilities

- Vacuum interior of kiln
- Confirm that all strapping bands are firmly tightened
- Confirm proper operation of the thermocouple
- Confirm proper operation of all elements
- Inspect/clean tube assembly and sensing rod
- Confirm proper operation of exhaust fan in applicable
- Models of equipment are as follows:
 - Pfaff: Amaco Electric Kiln Model: HF101SF, 208v
 - Trum: Skutt Automatic Kiln Model: KM1027, 208v
 - Richland: Skutt Automatic Kiln Model: KM1027, 240v
 - Neidig: Skutt Automatic Kiln Model KM1027, 208v
 - Strayer: Skutt Kiln Model: KMT1227, 240 volts
 - HS: Skutt Automatic Kiln Model KM-14F, 208v

Personnel and Qualifications

A. N/A

Additional Services

Any additional services not covered by this Contract shall be subject to negotiation and agreed upon through an amendment to this Contract.

Term and Termination of Contract

1. Initial Term

The contract shall be for a 12 month period: July 1, 2024- June 30, 2025.

2. Termination

The Contract shall automatically terminate at the end of the Initial Term.

The Applicant may terminate this Agreement in the event of a breach of any material term, condition, covenant, warranty or representation set forth herein by the District that remains uncured sixty (60) days after written notice of such breach.

Insurance and Indemnification

1. Insurance

The Applicant shall maintain Workers Compensation, Professional Liability, Employers Liability and comprehensive Commercial General Liability Insurance (including bodily injury, personal injury, products liability, contractual liability, completed operations and property damage) with a minimum of \$1,000,000 per occurrence and \$3,000,000 in the aggregate while providing the Services hereunder.

The Applicant shall provide School District with a certificate of insurance evidencing such coverage, naming School District as an additional insured, prior to commencement of services. The certificate of insurance must contain a provision whereby no modification, non-renewal, termination, or cancellation of such insurance shall become effective except upon at least thirty (30) days' prior written notice to the School District. The requirements of this Paragraph shall remain in effect during the term of this Agreement. The original certificate shall be submitted to the person and address listed below:

Quakertown Community School District
Brian King - Finance Director
100 Commerce Dr
Quakertown PA 18951

2. Indemnification

The Applicant shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages and expenses, including, but not limited to attorneys' fees and defense costs, arising out of or resulting from the negligent acts or omissions of the Applicant and its employees and other agents.

The District shall indemnify, defend and hold harmless the Applicant and other officers, directors, agents and employees from and against claims, damages and expenses, including, but not limited to attorneys' fees and defense costs, arising out of or resulting from the negligent acts of the District, its agents or its employees, but only to the extent that the District shall be statutorily responsible for such claims, damages and expenses.

Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act.

Compliance with Laws

The parties recognize that this Agreement is subject to, and agree to comply with, all federal, state and local statutes, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8 (HIPAA), and the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. Section 1232g (FERPA), to the extent applicable.

Each party agrees not to discriminate in the performance of this Agreement because of race, religious creed, ancestry, age, sex, marital status, sexual orientation, national origin or disability in violation of any federal, state or local law or regulation.

Successors and Assigns

Subject to the provisions regarding assignment, the Contract shall be binding on the heirs, executors, administrators, representatives, successors, and assigns of the respective parties.

Miscellaneous

1. Independent Contractor Status

Each Consultant shall at all times remain an employee of the Applicant and shall in no way be deemed to be an employee of the District. In the performance of the services, duties and obligations required of each party under this Agreement, it is mutually understood and agreed that each party shall at all times be acting as an independent contractor and that Applicant and its employees shall not be, for any purposes, employees, agents or joint ventures with the District. Nothing contained in this Agreement shall create a partnership or joint venture between the District and the Applicant for the Services provided.

2. Notice

All notices required to be given under this Agreement shall be given by personal delivery, via nationally-recognized overnight courier or by certified mail or registered mail, return receipt requested addressed as follows (or, with respect to either party, to such other address as communicated by such party to the other pursuant to this notice procedure):

To District:

Quakertown Community School District
Attn: Rob Christine
311 S. 9th Street
Quakertown, PA 18951

To Applicant:

(Fill in Position or Name and address)

Assignment

This Agreement may not be assigned by the Applicant without the written consent of the District.

Entire Agreement and Amendment

The Contract shall (including all Exhibits attached thereto) constitute the entire agreement between the parties and shall supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

Governing Law

The Contract shall be construed and all of the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Pennsylvania in the Court of Common Pleas of Bucks County.

Exhibit "B"

2024-2025 Proposal Form

The respondent, by signing this proposal form, acknowledges that he/she has carefully examined the proposal specifications and documents; and further acknowledges he/she understands and is able to render the scope of activity and services outlined in the proposal.

Name of Company: _____ **Date:** _____

Services:

Contract Amount

Kiln Preventative Maintenance

\$ _____

Address: _____

State + Zip Code: _____

Phone Number: _____

Authorized Agent: _____ **Title:** _____

Yrs in Business: _____

Number of Employees: _____

Experience in Public Schools: _____ Years.

I hereby certify that the information contained in this proposal is correct and accurate to my personal knowledge.

Agent's

Signature: _____ **Date:** _____