



Keystone Purchasing Network

Invitation For Bid (IFB)

#KPN-201202-01 – **Portable and Modular Buildings**

PART ONE: GENERAL TERMS AND CONDITIONS

Portable and Modular Buildings

KPN and its national membership that includes school districts, colleges and universities, public offices, public libraries and other tax-exempt nonprofit entities seek a source of portable and modular buildings for purchase or lease. Members are primarily interested in classroom configurations with some interest anticipated for office spaces, dormitories and other institutional purposes. It is KPN’s intent to award one contract but if it is in the best interest of members, it reserves the right to make multiple awards.

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ADDITIONAL DOCUMENTS TO DOWNLOAD

PART TWO: Specific Terms and Conditions and Specifications

PART THREE: Bid Forms

PART FOUR: Pricing Schedule Form

ADDENDA: Specification Documents

Format Note: Please note that bidders will be required to submit most of their response to this IFB on a flash drive or CD.

Keystone Purchasing Network

Invitation For Bid (IFB) #KPN-201201-01 – **Portable and Modular Buildings**

CALENDER OF BID ACTIVITIES

Date	Transaction
February 8, 2012	Bid published on http://customer.ionwave.net/kpn
February 8 – 24, 2012	Question/Information Period
February 27, 2012	Proposal Deadline
February 28, 2012	Bid Opening
March 21, 2012	CSIU Board Meeting/bid approval.
March 22, 2012	Notification of Award
March 22 – February 28, 2013	Term of Contract, with annual extensions through February 28, 2017.

KPN Bid Part I: General Bid Parameters, Terms and Conditions

I.A. **Issuer:** The Keystone Purchasing Network (KPN) is a not-for-profit national procurement cooperative created by the Central Susquehanna Intermediate Unit (CSIU), a regional educational service agency incorporated by Pennsylvania Legislative Act of 1971. KPN serves tax-exempt nonprofit educational institutions, political subdivisions and other not-for-profit organizations across the nation that seek quality products and services for the best possible price. KPN relieves its members of the burden of conducting individual, lengthy and costly bid awards.

Membership in KPN: Members must register with KPN and sign a member agreement. Only registered KPN members are eligible for vendor discounts available under KPN contracts. KPN members are school districts, nonpublic schools, technical high schools, charter schools, colleges and universities, preschool organizations, political subdivisions and other nonprofit agencies and organizations.

I.B. **Contact Information:**

Keystone Purchasing Network
90 Lawton Lane
Milton, PA 17847
Jeff Kimball, Cooperative Purchasing Services Director
(570) 523-1155, ext. 2130
Fax: (570) 524-5600
jkimball@csiu.org

I.C. **Time Line:** See page 2 of this document.

I.D. **Eligibility of Respondents:** Bidders must align with the following requirements in order to be eligible in the bid competition.

- I.D.1. The bidder must file a complete bid per the instructions in this IFB by the stated deadline.
- I.D.2. The bidder must be a North American-owned company, have a record of no less than five years doing business in the bid category, be licensed to do business as required by states wherein KPN purchasing members may be located, and demonstrate good standing through references and financial data requested in this IFB.
- I.D.3. The bidder must have a record of doing business with entities in a minimum of ten states. The bidder is required to attach certification and license information for the states in which it does business (see Form C.2, Part III, Bid Documents) and case studies of successful projects (see Form D, Part III, Bid Documents).
- I.D.4. The bidder must be able to offer KPN members “most favored agency” prices for quality products and services.
- I.D.5. The bidder must have access to a national distribution system. Furthermore, the respondent must be able to provide local installation, training and maintenance services if required.
- I.D.6. The bidder must be able to fulfill the reporting, invoicing, and general and specific standard terms and conditions required by KPN contract.
- I.D.7. The bidder must be able to deliver the products, services, warranties proposed in the bid within the contractual period stipulated for the bid.

I.E. **Glossary of Terms**

Term	Definition
Bid	The competitive application for a contract award.
Bid Award	The competitive award of a contract to provide goods and services as per this IFB.
Bid Documents	Bid documents include the Advertisement for Bids, Instructions to Bidders, General Terms and Conditions of the Contract, Bid Specifications, Supplementary Conditions (if any), Plans (if applicable), Bid Response Form and Addenda (if any), Letter of Award.
Bid Proposal	The document submitted by the respondent in pursuit of the bid award, on which the selection panel will base its selection or rejection of the bid.
Bid Price	Monetary sum identified by bidder in bidder's proposal.
Bidder	Person or entity submitting a bid, a respondent to the bid. Once a bid has been awarded, the bidder becomes a supplier, also known by "contractor," "vendor" and "offeror."
Capitalized Terms	Capitalized terms used in the IFB and Contract and not otherwise defined herein are specific to and have meaning ascribed to them as documents specific to this bid.
Contract	The agreement binding the bid award and conditions flowing from it.
Contractor	(1) The successful bidder or, (2) In clauses in this IFB pertaining to construction and installation services, subsection I.J.16 et seq., "Contractor" is defined as the entity contracted by the member agency to provide such services.
Event of Default	The occurrence of a failure to meet contractual obligations set forth under general and specific terms.
KPN	Keystone Purchasing Network.
Member Agency	A school district, vocational technical school, nonpublic school, educational service agency, college or university, municipal division of local, county or state government, or other nonprofit organization registered as a KPN member and eligible for discounts that flow from KPN contracts.
Most Favored Agency Pricing	Lowest possible pricing schedule offered by supplier exclusively to KPN member agencies.
Remedies	Procedures and rights accorded the contractor pursuant to an event of default.
Supplier	The successful bidder becomes the supplier, a term that can be used interchangeably with vendor, provider, contractor or offeror.

I.F. **Grounds for Disqualification of Bid Proposals:** KPN has the authority to reject any and all bid proposals for any of the following reasons:

- I.F.1. Ineligibility of bidder (see § I.D. above).
- I.F.2. Incompleteness of bid proposal (see Part III for instructions for submitting a complete bid proposal).

- I.F.3. Lateness of bid proposal.
- I.F.4. Bid proposal sent to incorrect address.
- I.F.5. Falsification of information in bid proposal.
- I.G. **Rejection of Bid Proposals:** The KPN selection panel has the authority to preliminarily disqualify Bid Proposals for reasons set forth in § I.G. above, and to reject proposals on the basis of competitive selection as set forth in part I.D. above. All decisions made by the selection panel are final and appeals will not be granted.
- I.H. **Withdrawal of IFB:** KPN has the authority to withdraw the IFB at any time up to the award of a contract. Furthermore, KPN has the authority to reject all bid proposals.
- I.I. **Bid Evaluation:** KPN evaluates bid responses on technical (40% of weight) and pricing (60%) terms. The technical evaluation includes the completeness and quality of the response, evidence of manufacturer support, bidder's qualifications, past performance and marketing plan.
 - I.I.1. **Marketing Plan.** Bidders are required to submit a detailed marketing plan that includes information and promotional materials that can be used to market the contract to KPN members. Additionally bidders are surveyed about past and anticipated exhibiting activities at professional conferences, sales staff and proposed ways in which the company can participate in cooperative marketing activities with KPN. (See Form D, Part III, Bid Documents).
 - I.I.2. **Pricing.**
 - (a) For the term of this bid and any extensions, the supplier must offer the most favored agency pricing to KPN and its members.
 - (b) The proposed pricing bid schedule must show costs of building set-up, including charges for delivery, freight and installation.
 - (c) The proposed pricing schedule must have the 2% KPN administrative fee built into it. The fee may not be charged separately to purchasing members.
- I.J. **General Terms and Conditions:** The following General Terms and Conditions are incorporated in all contracts awarded through Invitations to Bid (IFB) and Requests For Proposal (RFP) conducted by the Central Susquehanna Intermediate Unit (CSIU) d/b/a the Keystone Purchasing Network (KPN) on behalf of its member agencies.
 - I.J.1. **Issuing Agency:** The KPN is a program initiative of the CSIU, 90 Lawton Lane, Milton, PA 17837. KPN is a cooperative purchasing program operating under Chapter 19, Intergovernmental Relations, of the Pennsylvania Commonwealth Procurement Code, 62 Pa.CS §§ 1901 et. seq., as the same may be amended from time to time (the "Act"), for those school districts assigned to the CSIU, as well as other organizations eligible to participate under the Act, whether such organizations are located inside or outside of the Commonwealth of Pennsylvania. Eligible member organizations under the Act include state purchasing agencies, agencies of the United States, political subdivisions, public authorities, tax-exempt nonprofit educational institutions, public libraries, tax-exempt nonprofit public health institutions and organizations, nonprofit fire companies, nonprofit rescue companies, nonprofit ambulance companies, and to the extent provided by law, any other entity that expends public funds for the procurement of supplies, services and construction. The CSIU is incorporated as a regional service agency by Act of the Pennsylvania Assembly of 1971. Membership in KPN is free for all eligible organizations.

- I.J.2. **Contractor.** The “offeror,” “supplier” or “vendor” responding to a KPN issued IFB or RFP, who is awarded a KPN contract for discounted supplies, services and/or construction through the selection process becomes the “contractor” under the terms of the contract.
- I.J.3. **Purchasing Member.** KPN has issued the IFB or RFP for a program of supplies, services and/or construction on behalf of its membership. Its individual members will be the users of the contract, hereinafter “purchasing members.”
- I.J.4. **Administrative Fee.** The contractor agrees to pay KPN a 2% administrative fee based on total volume of sales generated by KPN purchasing members, or an alternative administrative fee structure appropriate to the commodity under solicitation as set forth in the IFB or RFP.
- I.J.5. **Reporting.** The contractor will file quarterly sales reports with KPN accompanied by the abovementioned administrative fee on reported sales, or as otherwise stipulated in the IFB or RFP or otherwise agreed upon and set forth in the contract as is appropriate to the commodity solicited in the IFB or RFP.
- Audits.** KPN has the right to authorize audits of all reports and purchases made under this bid.
- I.J.6. **Debt.** The contractor may not accrue debt against this contract or notice of award without the prior written consent of KPN. No subcontract shall be made with any other party for the furnishing of supplies, services and/or construction in accordance with the contract without the prior written consent of KPN.
- I.J.7. **Termination of Contract.** KPN may at any time, upon seven (7) days prior written notice, terminate the contract with just cause. In case of such termination for KPN’s convenience, the contractor is entitled to receive payment from the participating members for services performed and goods received prior to the date of termination.
- I.J.8. **Interpretation of Contract.** The contract shall be construed and interpreted, and its validity and the rights of the parties are determined in accordance with the laws of the Commonwealth of Pennsylvania, County of Snyder, in which the CSIU and the KPN are incorporated.
- I.J.9. **Compliance with Laws.** All applicable laws are deemed to be part of the General Terms and Conditions to the contract and specifications, and the contract is read and enforced as though they were included. The contractor must comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards in a member’s locale. The failure to specifically reference or include said matters in contract documents does not excuse the contractor from compliance with the same. Without limiting the foregoing, the supplier shall comply with the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970, Public Law 91-596, and Part 1910, Occupational Safety and Health Standards, Chapter XIII of Title 29 Code of Federal Regulations. Section XIII contains additional compliance for construction related services, which are deemed to be part of the General Terms and Conditions to the contract and specifications by reference.
- I.J.10. **Independent Contractor.** In performing services and providing products pursuant to the contract, the contractor is acting independently and not as an agent, servant, partner nor employee of KPN or its members. The contractor has control over the services and products it delivers under the contract, and is solely responsible for its own federal, state and local income taxes, salary, social security payments and any and all other payments incurred by the contractor in the performance of the contract, as well as adhere to all

necessary legal requirements governing employment. None of the benefits provided by KPN or its members to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance and unemployment insurance, are available to the contractor and/or any of the contractor's agents, servants, employees or subcontractors. The contractor has no authority under the contract to assume or create any such obligation or responsibility, expressed or implied, on behalf or in the name of KPN or its members, or to bind KPN or its members in any way whatsoever.

- I.J.11. **Binding Contract.** The contract shall be binding and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- I.J.12. **Waivers.** The waiver by a party to the contract of any term, covenant, obligation or condition herein shall be in written notice to the vendor by KPN or its participating members. It may not be deemed to be a waiver of any subsequent breach of the same or waiver of any other term, covenant, obligation or condition of the contract.
- I.J.13. **Invalidities.** The invalidity of any words, phrases, sentences, sections or subsections contained in the contract may not affect the enforceability of the remaining portions of the contract, or any part thereof, all of which are inserted conditionally on their validity in law. In the event any one or more of the words, phrases, sentences, sections or subsections are found to be invalid or unenforceable, the contract will be read as if such offending provisions had not been inserted, and if such invalidity is caused by the length of any period of time set forth in any part hereof, such period of time will be considered to be reduced or increased, as necessary, to a period that would cure such invalidity.
- I.J.14. **Member-Contractor Transactions:**
 - I.J.14.a. The contractor must designate by name and contact information a representative who serves as the facilitator and information resource for KPN members.
 - I.J.14.b. **Use of Contract.** The contract between KPN and the Contractor establishes a discounted program of supplies, services and/or construction and access for its members. Members access the program of supplies, services and/or construction on an as need basis and are under no obligation to use such contract. Eligible purchasing members will be provided with the KPN contract number to identify themselves as eligible for the discounts and program of supplies, services and/or construction. Contractors are provided with lists of KPN membership to confirm eligibility of users. Membership lists are only available upon the execution of a contract between KPN and the contractor.
 - I.J.14.c. A KPN member and the contractor may not enter into a separate, outside agreement for products and services provided through the KPN contract during the term of the contract, unless permission has been obtained from KPN in writing.
 - I.J.14.d. **Child Protection.** Purchasing members that are school districts, nonpublic schools, charter or public technology schools or any member providing direct pupil services or child care, reserve the right to reject any person they deem unfit to be permitted on their grounds in proximity to students. Upon written notice from the participating member or KPN, the contractor will have such persons who are performing services pursuant to the contract removed from the site immediately. The purchasing member's right to declare a person unfit is

not limited to the required exclusion of such persons through the provisions of federal and state laws legislated as child protective services.

I.J.14.e. **Purchase Orders, Contracts, Invoices and Payment.** KPN purchasing members will issue purchase orders to or otherwise enter into project contracts directly with the contractor. Invoices will be sent to the business office of the purchasing members, in duplicate. Separate invoices may be rendered for separate tasks, services or deliveries and be accompanied by signed receipts. Invoicing may not commence before the shipment of products. Prepaid shipments required by reason of prior history are disallowed. Purchasing members agree to pay the contractor the amount specified on the purchase order or contract after receipt, approval and acceptance of delivered items and services. Invoices will be paid by members within thirty (30) days after receipt of the invoice.

I.J.14.f. **Delivery.** Delivery of supplies, products and services, including construction, will be made as ordered and at the destination identified by the KPN member, unless otherwise specified or agreed to by both the member and the contractor. Deliveries are to be made during the hours of 8:00 a.m. and 4:00 p.m., weekdays, inclusive, except holidays, unless otherwise specified. Contractors must notify members forty-eight (48) hours prior notice of shipment. Failure to provide notification may result in the refusal of delivery and rejection of future bid consideration. Contractors are responsible for understanding local road and facilities conditions in order to make proper deliveries. Individual packages must be clearly marked with the purchase order number. All deliveries specified as “inside and installation” require the truck driver to unload the truck and carry products inside the building and set them up for use.

I.J.15. Insurance Requirements.

I.J.15.a. The contractor is required to purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the contractor’s employees, agents, servants or of any personnel so insurable, for claims of damages due to injury or destruction of tangible property, including loss of use resulting from there from, and from claims arising out of the performance of the contract or caused by negligent acts for which the supplier is legally liable. The supplier must maintain through the term of the KPN contract a minimum of \$1,000,000.00 of occurrence liability insurance (basic and umbrella coverage) covering the services contemplated by the contract.

I.J.15.b. The contractor is required to purchase and maintain until the termination of services purchases pursuant to the contract, automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.00.

I.J.15.c. As requested by KPN or its members, the contractor must provide a certificate of insurance evidencing all required coverage with at least a thirty (30) day notification period that must be given to KPN prior to any policy cancellation. All required insurance must be written on an occurrence basis and maintained with a carrier licensed to conduct business in the Commonwealth of Pennsylvania, having a minimum rating of Best A.

I.J.15.d. In compliance with the Act of General Assembly, Commonwealth of Pennsylvania, the contractor further covenants and agrees to accept, insofar as

the work covered by this contract in Pennsylvania is concerned, the provisions of the Workmen's Compensation Act of 1951, and any supplements or amendments thereto, which may have been or may hereafter be passed, or will file with the participating members a certificate from the Department of Labor and Industry.

I.J.16. Event of Default.

I.J.16.a. The following constitute an "Event of Default" under the contract:

- (1) The contractor fails to furnish and deliver products or services or any part thereof, or to replace any products or services which were rejected for inappropriateness and such failure continues for a period of five (5) working days following the date of notice from KPN.
- (2) The filing of a petition by or against the contractor for an adjudication as bankrupt or insolvent, or for the contractor's reorganization, or for the appointment of a receiver or trustee of the contractor's property; an assignment by the contractor for the benefit of creditors; taking possession of the property of the contractor by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the contractor; or the commencement of levy, execution or attachment proceedings against the contractor or a substantial portion of the contractor's assets.
- (3) The contractor discontinues the conduct of its business or fails to remain open and operating.
- (4) The contractor fails to perform any other covenant or condition of the contract within ten (10) working days after written notice from KPN to the contractor, unless such failure is of a nature which reasonably requires more than ten (10) working days to cure, in which event the contractor will have no more than thirty (30) working days to cure such failure, provided the contractor acts with due diligence to commence and pursue the cure.

I.J.16.b. Notwithstanding the above, KPN is not required to comply with the notice provisions hereof, and may immediately exercise its remedies if the contractor fails within a 24-hour period after receipt of written notice from KPN to commence and continue correction of such deficiencies where further delay would cause substantial disruption to the delivery schedule. KPN has the further right to correct such deficiencies without prior notice to the contractor in an emergency affecting safety of persons or property, and said action is necessary to prevent threatened damage, injury or loss. KPN's right in this regard does not relieve the contractor of its obligations and responsibilities under the contract documents and does not give rise to a duty on the part of KPN to exercise the right for the benefit of the contractor or any other person or entity.

I.J.17. Remedies.

I.J.17.a. In the event of default, KPN is authorized and empowered to purchase supplies and services in conformity with this contract from third party(ies), at the expense of the contractor if necessary, or to cancel the contract, reserving to itself all rights for damages which may be incurred by KPN and/or its participating members.

- I.J.17.b. The contractor is responsible for any reasonable attorney's fees incurred by KPN and/or member agencies pursuant to collection of any sum due hereunder or to enforce the provisions of the contract for the contractor's failure to keep and perform any term, covenant or condition in the contract. This provision does not extend a similar right to the contractor or to any other person or entity for payment of such costs or expenses.
- I.J.17.c. In the event of default, or of a threatened breach by the contractor of any of the agreements, conditions, covenants or terms hereof, KPN has the right of injunction to restrain the same, and the right to invoke any remedy by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided.
- I.J.17.d. The rights and remedies extended to KPN through the contract are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by KPN, is deemed to be the exclusion of any of the others.
- I.J.18. **Indemnification.** In addition to the insurance requirements included as part of a contract issued by KPN, the contractor further covenants and agrees to assume all liability for, and agrees to, indemnify, defend and hold the KPN, the CSIU and member agencies, and their directors, officers, agents, workers, servants and employees harmless from and against any and all claims, demands, losses, charges, causes of action, suits, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) whatsoever, with respect to injury or death of any person or persons (including injury to corporations, partnerships or other business entities) whatsoever, or damage to property of any kind by whosoever owned, arising out of (directly or indirectly) or caused or claimed to have been caused, in whole or in part, but the acts or omissions of the contractor, or the contractor's directors, officers, agents, workers, servants or employees, in the performance of this contract, or with respect to the non-fulfillment or non-performance of any agreement, covenant or condition on the part of the contractor under the contract, event of default or other breach of the contract by the contractor.
- I.J.19. **Claims and Disputes.**
- I.J.19.a. Claims, disputes or other matters in question between the parties to the contract arising out of or relating to the contract or breach thereof will be exclusively litigated in the Court of Common Pleas of Snyder County and may not be subject to arbitration, except for compulsory arbitration as provided by the applicable Rules of Civil Procedure. Pending resolution of any claim, dispute or other matter, if requested by KPN or the participating member(s), the contractor will proceed diligently with the performance of the contract so as to avoid delay in the provision of specified supplies, materials and services.
- I.J.19.b. The parties desire and intend that any disputes arising between them with respect to or in connection with the contract be subject to expeditious resolution in a court trial by jury. Therefore the parties each hereby waive the right to a trial by jury of any cause of action, claim, counter claim or cross compliant in any action, proceeding or other hearing brought by either party against the other on any matter whatsoever arising out of, or in any way connected with, the contract.
- I.J.19.c. All parties hereto hereby submit themselves to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania, in and for the County of Snyder, specifically waive their right to sue in any other court which might otherwise

have jurisdiction and agree to accept service of any court process, order or other document by certified mail in lieu of personal service.

I.J.19.d. The contractor waives claims against KPN, the CSIU and the participating members for consequential damages arising out of or relating to this contract, including, but not limited to, damages incurred by the supplier for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from this contract.

I.J.20. **Construction or Related Services.** The following items pertain to and only to construction, construction related services, portable and modular buildings, and commercial floor covering contemplated by a KPN contract. The awarded contractor agrees that in performance of the services required under a KPN contract to abide by all federal, state, local and Commonwealth of Pennsylvania Department of Education laws where this contract is utilized, and regulations that may apply to renovations under this bid, including but not limited to those listed below. It is the responsibility of the contractor to determine the applicability and requirements of any such laws and to abide by them. Additionally, the contractor has the sole responsibility for the compliance with other matters in conjunction with the services to be performed hereunder.

I.J.20.a. **Performance and Labor Material Payment Bonds.** The contractor must provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, before award of the contract (Sections 756 and 757 of the Commonwealth of Pennsylvania Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.

I.J.20.b. **Discrimination Prohibited.** According to 62 PA CSA 3701, the contractor agrees that:

- (1) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor will by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (2) No contractor or subcontractor or any person on their behalf may in any matter discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
- (3) The contract may be canceled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of that portion of the contracts.

I.J.20.c. **Human Relations Act.** The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (PL 744) (43 PS §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 agrees to comply with the provisions of this Act as amended that are made part of this specification. (CF: 16 PA Code 49 §101).

I.J.20.d. **Competent Workmen Act.** Section 7-752 of the Commonwealth of Pennsylvania Public School Code of 1949 requires that when the total estimated cost of a project is \$25,000 or less, no person may be employed to do

work under such a contract except competent first class workmen and mechanics. No workmen are 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 are to be paid not less than such rates of wages and for such hours of work as are established and current rates of wages paid for such hours by employers of organized labor in performance of similar work in the district where work is being done.

I.J.20.e. **Pennsylvania “Prevailing Wage” Rates.** For projects for which the total estimated cost is greater than \$25,000, paid for in whole or in part out of funds of a public body, except for maintenance work or work performed under a rehabilitation program or manpower training program, “Prevailing Wages” must be specified. Further information on the implementation of the act, definition of maintenance work and prevailing wage rates is available from the Pennsylvania Department of Labor and Industry, (800) 932-0665 or (717) 787-4763. When applicable, the federal Davis-Bacon Wage Rates schedule for federally assisted projects applies. This regulation and the general Pennsylvania prevailing wage rates (Act 442 of 1961, PL 987, as amended) as determined by the Secretary of Labor and Industry, which must be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which the public work is performed, are made part of this specification.

- (1) The general prevailing minimum wage rates, including contributions for employee benefits, as determined by the Secretary of Labor and Industry (hereinafter “Secretary”), are to be paid to the workmen, employed in the performance of the contract.
- (2) The contractor will pay no less than the wage rates as determined by the Secretary and will comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act 442), as amended August 9, 1963 (Act 342), and the regulations issued pursuant thereto, to assure the full and proper payment of said rates.
- (3) These contract provisions apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.
- (4) The contractor must insert in each of the subcontracts all of the stipulations contained in these required provisions.
- (5) No workmen may be employed on the work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary, the procedure set forth in the regulations will be followed.
- (6) All workmen employed or working on the work are to be paid unconditionally regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this contract, the act or the regulations prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen of the work.

- (7) The contractor and each subcontractor must post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
- (a) Name of project.
 - (b) Name of public body of which it is constructed.
 - (c) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - (d) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - (e) A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or the regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the project. Any workmen paid less than the rate specified in the contract have a civil right of action for the difference between the wage paid and wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- (8) The contractor and all subcontractors must keep an accurate record showing the name, craft and/or classification, number of hours worked per day, the actual hourly rate of wage paid (including employee benefits) to each worker employed in connection with the work and such record must include any deductions from each worker. The record must be preserved for two (2) years from the date of payment and is open at all reasonable hours to the inspection of the owner and the Secretary or the Secretary's authorized representative.
- (9) Apprentices are limited to such numbers as in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the rules and regulations issued pursuant thereto will be employed on the work. Any workers using the tools of a craft who do not qualify as apprentices within the provisions of this submission must be paid the rate predetermined for journeymen in that particular craft and/or classification.
- (10) Wages will be paid without deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits, which the Secretary has determined to be included in the prevailing minimum wage rate must pay the monetary equivalent thereof to the worker.
- (11) Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result will be deemed a

violation of the Act and the regulations, regardless of the average hourly earnings resulting there from.

- (12) Each contract and each subcontractor must file a statement each week and a final statement at the conclusion of the work on the contract with the owner, under oath, and in form satisfactory to the Secretary, prescribed by the regulations, or if any wages remain unpaid, to the amount of wages due and owing to each worker respectively.
- (13) The provision of the Act and the regulations are incorporated by reference in the contract.

I.J.20.f. **Standard of Quality.** The various materials and products identified in the specifications by name or description are stated to establish a standard of quality and of cost for bid or proposal purposes.

I.J.20.f.(1) **Named Products:** Items identified by the manufacturer's name. The Specification may also include make, model number or other designation shown or listed in the manufacturer's product literature current at the time of the bid. KPN reserves the right to require that a single manufacturer or source be provided and that no comparable products (alternates) or substitutions may be accepted.

I.J.20.f.(2) **Comparable (Alternate) Products:** Where the specification states a named product followed by "or equal," an alternate or comparable product may be bid; however, the burden is on the bidder to provide evidence that a proposed alternate meets or exceeds the KPN specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the bid, the bidder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the Specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. In addition, the bidder must provide a list of similar installations for three (3) projects completed within the past three (3) years where the alternate products have been used. Include the project name and location and names, addresses, telephone numbers and email addresses of the project architect and Owner for each of the three (3) projects referenced. KPN reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

I.J.20.f.(3) **Substitutions for Cause:** A contractor (awarded bidder) may only propose substitutions pursuant to a purchase order submitted by a purchasing KPN member in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. The contractor must notify both KPN and the purchasing member of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented

by subcontractors as necessary without disruption to the project. The purchasing member must approve all substitutions.

I.J.20.f.(4) Substitutions for Convenience: Bidders may not propose substitutions for convenience.

- I.J.20.g. **Provisions for the Use of Steel and Steel Products Made in the United States.** In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein will be used or supplied in the performance of the contract or any subcontracts thereunder in accordance with Act 161 of 1982, and cast iron projects must also be included and produced in the United States. Act 141 of 1984 further defines “steel products” to include machinery and equipment. The act also provides clarifications and penalties.
- I.J.20.h. **Prohibition on Cash Allowances.** Cash allowances are prohibited.
- I.J.20.i. **Time(s) of Completion of the Project.** Completion dates for projects must be stated in terms of actual date(s) or the number of calendar working days after notice to proceed with the work not to exceed one hundred eighty (180) calendar days unless otherwise agreed upon by member.
- I.J.20.j. **Owner’s Compliance in Retaining Payments.** Unless a member stipulates otherwise, payment retentions and progress payments are as follows: Ten percent (10%) of all contract payments are retained by the member as insurance of proper performance of the prime contractor. The prime contractor agrees to identify the amount of the invoices sent to the member agencies, then report usage of the contract and sales volume to KPN. When fifty percent (50%) of the work is completed, as determined by the member agency, one – half (1/2) of the amount retained will be paid to the prime contractor, if the prime contractor requests payment, provided that the prime contractor is making satisfactory progress and there is no specific cause for greater withholding. After fifty percent (50%) of the work is completed, not more than five percent (5%) of the amount of any subsequent progressive payments may be retained, unless the governing board of the member agency determines that satisfactory progress is not being made, at which point ten percent (10%) retention may be reinstated. If the member and the prime contractor agree to a substitute security, the agreement must fully comply with Pennsylvania law. If the substitute security is agreed to, the prime contractor must provide KPN and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against KPN, the member, or the prime contractor, in relationship to the security assigned. The prime contractor, as authorized above, will pay any interest due a subcontractor or material supplier. A subcontractor to the prime contractor may request, in writing, that the subcontractor be notified within five (5) days of payment of each progress payment made to the prime contractor. It is the responsibility of the prime contractor to inform all suppliers and subcontractors that this contract is a cooperative purchasing contract. Once all bonds are in place, the prime contractor and the authored agent of purchasing KPN member will agree in writing upon a schedule of payments based on identifiable milestones. Retention of payments must be done in accord with 62 PA CSA 3921.

A contract containing a provision for retainage as provided in 62 PA CSA 3921 must contain a provision requiring the architect, engineer or purchasing member to complete the final inspection within thirty (30) days of the receipt of the request of the contractor for final inspection and application for final payment. If the work is substantially completed, the architect, engineer or purchasing member issues a certificate of completion and a final certificate for payment, and the purchasing member agency must make payment within 45 days, except as provided in §3921, less only one and one half (1 ½) times the amount required to complete any then-remaining uncompleted minor items, which amount must be certified by the architect, engineer or purchasing member and, upon receipt by the purchasing KPN member of any guarantee bonds which may be required, in accordance with the contract, to insure proper workmanship for a designated period of time. The certificate provided by the architect, engineer or purchasing member must list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount withheld for the completion of the minor items is due upon completion of the items as listed in the certificate issued by the architect, engineer or purchasing member.

- I.J.20.j. **Workers' Compensation Act.** The contractor accepts, insofar as the work covered in the contract is concerned, the provisions of the Workers' Compensation Act 44 of 1993, and any supplements or amendments thereof, including any which may be passed in the future, and insures the contractor's full liability thereunder for all parts of the contract performed by the contractor or any of the contractor's partners, associates, employees or those the contractor may employ herein, or file with the purchasing KPN member a certificate of exemption from insurance issued by the Bureau of Workers' Compensation of the Department of Labor and Industry.

The contract at all times indemnifies and holds harmless the CSIU, KPN and KPN member agencies of and from all claims for Workers' Compensation which may be made by any of the employees of the contractor, and the contractor must appear for and defend the CSIU, KPN and KPN member agencies against any and all such claims. The contractor must be covered by Employers' Liability Insurance with a minimum limit of \$250,000 for each employee, \$2,000,000 policy limit and \$250,000 for each accident.

- I.J.20.j. **Background Checks.** Pursuant to Section 1-111 of the Commonwealth of Pennsylvania Public School Code and Sections 6354 – 6358 of the Public Welfare Code, known as Acts 33, 34, 114 and 151, and any such sections that will be appended to such in the future, all persons hired to work on the premises of public or private schools or agencies serving children, including independent contractors and their employees, are required to obtain background checks prior to entering the premises to perform the work. The background checks consist of the State Police Criminal History Record Information, the Pennsylvania Child Abuse History Clearance Form and the Federal Criminal History Record (FBI electronic fingerprinting). Contractors are required to perform the following measures:

- (1) Assume the costs for the background checks.
- (2) Identify all employees working on the premises of the project and present the original official documents containing background check information to the

superintendent or superintendent's designee prior to the beginning of work. The school must make photocopies of the background checks, notate each with the date on which the original document was inspected and the name of the administrator who viewed the original. Such copies will be retained in the purchasing KPN school member's records, with the originals returned to the contractor.

- (3) If new employees are added to the workforce during the course of the work, the contractor must follow the same procedures set forth above, §§ (1) and (2) prior to the new employee(s) working on the premises.
- (4) The school entity must notify the contractor in writing if the decision to reject the contractor or any of the contractor's employees is based in whole or part on information revealed in the background checks.
- (5) The purchasing KPN school member must follow the regulations promulgated by the State Board of Education concerning the confidentiality of the information contained in the background checks obtained pursuant to these laws and regulations.
- (6) Upon written notice from the purchasing KPN school member, contractors must remove all persons declared unfit from the premises and project. The school district's right to declare such persons unfit is not limited to the required exclusion of persons from school property as set forth in Section 1-111 of the Pennsylvania School Code and/or Act 151 of 1994.

I.J.20.1. **Prevention of Environmental Pollution.** Section 3301 of the Commonwealth of Pennsylvania Procurement Code (Chapter 33 enacted May 15, 1998) requires that all IFBs and RFPs for construction projects issued by any governmental agencies require adherence to all applicable provisions of federal and state statutes, rules and regulations addressing prevention of environmental pollution and preservation of public natural resources that affect the project.

I.K. **Exceptions.** Bidders may propose exceptions to the KPN General Terms and Conditions set forth in this document using Form E included in Part III of the bid documents. The following Terms and Conditions are required and exceptions or alternatives to them will be rejected: all local, state and federal laws cited or referenced in this IFB; all local, state and federal laws which in the future may apply to procurement practices and construction; the schedule of bid activities; and the procedures and rights reserved by KPN in the selection and awarding processes associated with the bid. The proposal of exceptions does not ensure their adoption in the selection and contracting processes. KPN reserves the right to reject exceptions raised by the bidder.

End Part I



Keystone Purchasing Network

Invitation For Bid (IFB)

#KPN-201202-01-Portable and Modular Buildings

PART TWO: BID CATEGORY SPECIFIC PARAMETERS

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II.A. Bid Goal and Intent: On behalf of its membership in the 48 contiguous United States, Alaska and the District of Columbia, KPN seeks a discounted source of quality portable/relocatable and modular (factory built) buildings. This contemplates a public works contract that is subject to the public works laws that prevail in purchasing members’ states. Member agencies are primarily school districts, charter schools, libraries, colleges and universities, local government offices and other tax-exempt nonprofit agencies. This constituency is interested in purchasing or leasing classroom configurations with some interest anticipated for office spaces, dormitories and other institutional purposes. Members may also be interested in leasing, and/or in services for demolition removal or relocation of existing portable buildings.

Due to differing laws, codes and guidelines from region to region, this bid seeks to establish the bidder’s ability to comply with members’ needs in seven (7) different geographic regions—Northeast, Mid-Atlantic, Southeast, Central, Southwest, Northwest, and West. This IFB seeks pricing specific to the variables created by freight, shipping, adherence to codes, etc., in each state. The regions are defined on Form C.2., Part III (Bid Documents) of this IFB.

KPN will award regional contracts to one or more bidders for each. A given bidder can potentially be awarded all regions or some or one.

II.B. Type of Bid: This is an indefinite quantity bid. KPN seeks to establish a fixed-discount contract that can be availed by its membership on an as needed basis.

II.C. Glossary of Terms Specific to Bid: The following is a general list of common names, phrases and terms that may be referenced in specifications pursuant to this bid. Inasmuch as public works

projects are subject to myriad local, state and Federal laws, codes and guidelines, all of which are incorporated by general reference, and the failure to list specific laws, codes, guidelines or authorized standards and institutions or organizations does not constitute a waiver of their requirements under this IFB or the contract awarded through it.

Term	Definition
ADA	Americans with Disabilities Act, which has established standards for construction of handicapped accessible facilities.
ANSI	American National Standards Institute, an organization that has established widely adopted standards in use for building, construction and public works.
APA	American Plywood Association, which has established industry guidelines for sheathing.
ASCE	American Society of Civil Engineers, an organization that has established widely adopted standards in use for building, construction and public works.
ASTM (ASTM International)	American Society for Testing and Materials, an organization that has established widely adopted standards in use for building, construction and public works.
Bidder	A dealer or manufacturer of portable and modular buildings holding membership in good standing with the Modular Building Institute (MBI).
Coefficients	For the purpose of this IFB, the bidder/contractor's coefficients include all costs associated with performing the work, including, but not limited to: labor, overhead, general and administrative work, profit, project office expenses, mobilization and close-out costs, insurance, compliance with environmental and other laws, protective clothing and equipment, traffic and work site barriers, computer systems and software, vehicles, maintenance and fuel, and all contingencies connected to the performance of the work.
DBE	Disadvantaged Business Enterprises, a category of potential contractors or subcontractors that may be prioritized by some purchasing members.
EPA	Environmental Protection Agency, a Federal agency providing oversight for the adherence to laws intended to protect the environment.
Factory-built building	A building manufactured wholly or in substantial part thereof manufactured at an off-site location and assembled on site.
HUB	Historically Underutilized Businesses, a category of potential contractors or subcontractors that may be prioritized by some purchasing members.
IAPMO	International Association of Plumbing and Mechanical Officials, an organization that has established widely adopted standards in use for building, construction and public works.

Term	Definition
IBC	International Building Code, a set of codes developed by the ICC widely adopted as authoritative.
ICC	International Code Council, an organization that develops codes and standards used in the design, build and compliance process, many of which have been adopted by government offices at the local, state and Federal levels.
Installation	Installation of factory-built buildings in the terms of this IFB includes the furnishing of the foundation (temporary or permanent as requested by the member), the placement of the buildings on foundation systems, connecting the units to the on site utility terminals and anchoring them.
MBI	Modular Building Institute, the international non-profit trade association serving modular construction. Members are manufacturers, contractors, and dealers in two distinct segments of the industry - permanent modular construction (PMC) and relocatable buildings (RB). Associate members are companies supplying building components, services, and financing.
MSDS	Materials Safety Data Sheets, which must be provided by law.
MWBE	Minority & Women's Business Enterprises, a category of potential contractors or subcontractors that may be prioritized by some purchasing members.
NFPA	National Fire Protection Association, an organization that has established widely adopted standards for fire protection, in use for building, construction and public works.
Offshore Items	Items procured from sources beyond the territorial boundaries of 48 contiguous states, Alaska, Hawaii and the District of Columbia.
RS Means	A widely adopted annually updated unit price book for construction costs.
Set-up	Set-up of factory-built buildings in the terms of this IFB includes the labor and material costs to dry block, level, seam, seal, anchor and skirt. This assumes a maximum finished floor height of 36" above existing grade and dry site conditions. All labor should be costed at local prevailing wage or other rates established under the Davis-Bacon Act.
Shop Drawings	Drawings, illustrations, computations, charts, and brochures furnished by the bidder/contractor to show details of the project, such as, but not limited to, dimensions, quantities, materials and coordination with other site services.
Subassembly	A prefabricated wall, floor, ceiling, roof or similar combination of factory-built building components.
UBI	Unified Business Identifier, a manufacturing assignment.
UPB	Unit Price Book. For the purposes of this IFB, the Unit Price Book is

Term	Definition
	RS Means, though an alternative costing method may be proposed.

II.D. Special Terms and Conditions:

- II.D.1. This is a bid for products and services that fulfill public works projects. All KPN terms and conditions pertaining to construction, and the local, state and Federal laws and codes that govern public works projects at the location of the project are in effect and cannot be waived or otherwise changed. Factory-built units manufactured out-of-state may not enter some states until certified by an engineer registered in the state prior to construction.
- II.D.2. When applicable codes conflict with one another, the most stringent code is to be followed. Any aspect of the manufacture, installation or relocation of a factory-built unit not covered by a building code or standard is subject to the minimum standard for good and workmanlike construction as established by usage, procedures and acceptable industry practices prevailing in the United States.
- II.D.3. If required by code, the local authority having jurisdiction must approve the site preparation and foundation plan prior to installation. The bidder/contractor is responsible for the costs incurred for inspection or technical services only if the cost of applicable permits and inspections is included in the approved scope of work and contract with the purchasing member.
- II.D.4. RS Means is the preferred Unit Price Book for the purposes of developing a pricing schedule for this bid and for developing estimates for purchasing members. Alternate costing methods may be proposed.
- II.D.5. Various materials and products are specified in the IFB documents by named manufacturer, model number or other designation. "Comparable Products" or "Substitutions" must, without exception, meet or exceed all specification requirements and may be proposed by the bidder for consideration only as described in Part I of this IFB, subsection I.J.20.(f), "Standard of Quality." KPN reserves the right to reject any and all proposed alternate products and substitutions.

II.E. Product and Services Specifications: The following specifications are requirements of this bid. Lists of approved manufacturers and materials are provided as Addenda to this IFB. Using Form F provided in Part III of this IFB, the bidder indicates compliance or deviation with each individual requirement. A deviation is an exception or proposed alternate or substitution. Any deviations must be identified and explained using Form F.2.

Item	Category	Specification/Requirement
II.E.1.	Service	The bidder can provide portable and modular buildings, with design, delivery, foundation, installation and other site services to KPN purchasing members in the 48 contiguous United States, Alaska and the District of Columbia, as indicated on Form C.2 (see Part III of this IFB).
II.E.2.	Compliance with codes and laws	Buildings and subassemblies must be manufactured according to the state laws and codes governing the purchasing agency.
II.E.3.	Compliance with codes and laws	All designs, subassemblies and accessories must be ADA compliant.

II.E.4.	Compliance with codes and laws	Each unit must have a permanent serial number affixed during the first stage of manufacturing with location indicated in the shop drawings. Each complete section must be marked with the state insignia of approval indicating the unit serial number and approved plan numbers.
II.E.5.	Compliance with codes and laws	Construction must meet or exceed the most recent construction standards established in the IBC and all state or District of Columbia codes and standards applicable to the purchasing member's locale. Costs associated with local codes are not to be included with the bid.
II.E.6.	Compliance with codes and laws	The bidder must use fully licensed subcontractors and professionals for all site work, including foundations, installation and set-up.
II.E.7.	Contract with KPN	The bidder will collaborate with KPN in marketing the contract to KPN members and potential members.
II.E.8.	Contract with KPN	The bidder agrees to pay KPN a 2% administrative fee, remitted quarterly with sales reports, based on volume of sales to members.
II.E.9.	Products	The bidder provides high quality factory-built and relocatable buildings for public use, such as classrooms, administrative offices, multipurpose activity centers, dormitories and other facilities.
II.E.10.	Products	The bidder provides Type V wood constructed buildings. Type II structures must be proposed as an option in addition to, but not instead of, Type V wood structures <u>only</u> where indicated in the building specifications.
II.E.11.	Products	The bidder provides flexible designs that can be configured to the individual needs of the purchasing member, with a wide selection of floor plans and building styles (i.e., mansard types, frame types, ceiling types, etc.).
II.E.12.	Products	The bidder provides factory-built buildings that have the appearance of permanence when installed.
II.E.13.	Products	The bidder provides a variety of floor covering options from which to choose, with available upgrades. Carpeting must be a minimum 24 oz. commercial grade, nylon, level loop with a 10-year warranty from the manufacturer.
II.E.14.	Products	The bidder provides a variety of window sizes from which to choose.. High quality hardware must meet or exceed the strictest local and state IBC requirements.
II.E.15.	Products	The bidder provides a variety of exterior and/or interior wall types and coverings from which to choose, with available upgrades. All exterior finishes must include high quality exterior paint.
II.E.16.	Products	The bidder provides doors with a standard 36" x 80" or 72" x 80" hollow metal 16 gauge frame, weather-stripping, a keyed lever set, and ball bearing hinges as provided in the IFB Addenda specifications. Upgrades for aluminum storefront doors are available.
II.E.17.	Products	The bidder offers a selection of specialty items from which to choose, including cabinets, marker boards, coat hook assemblies, tack boards, etc., as provided for in the IFB pricing schedule.
II.E.18.	Products	The bidder offers plumbing options for restrooms, cabinet or

II.E.18.	Products	The bidder offers plumbing options for restrooms, cabinet or kitchen areas, utility rooms and drinking fountains. Standard fixtures and faucets as provided in the IFB pricing schedule.
II.E.19.	Products	The bidder offers high quality, energy efficient HVAC options, including carbon dioxide monitoring, electronic programmable thermostats and stand alone energy management systems, etc., as provided for in the IFB pricing schedule.
II.E.20.	Products	The bidder offers electrical options that provide for energy efficient interior and exterior lighting as provided in the IFB specifications.
II.E.21.	Products	The bidder offers factory installed junction boxes, conduit, pull wire and cover plates for use in the installation of field-installed voice, data, CATV, PA system, security and fire alarm system options as provided in the IFB pricing schedule.
II.E.22.	Products	The bidder offers various environmental protection options, including an under-building moisture barrier to inhibit rust damage. Provide termite damage and high wind resistant windows and shutters where required by code.
II.E.23.	Products	The bidder includes the costs of set-up in the base bid proposal.
II.E.24.	Service	The bidder can provide portable and modular buildings, with design, delivery, foundation, installation and other site services to KPN purchasing members in the 48 contiguous United States, Alaska and the District of Columbia, as indicated on Form C.2 (see Part III of this IFB).
II.E.25.	Site preparation and installation	The bidder provides services to dismantle and relocate existing factory-built buildings as requested by the purchasing member. Such services may include, but are not limited to, disconnecting utility and systems connections, disconnecting tie-downs, separating modules, protecting open sides of modules with plastic, removing tie-downs and foundation pads or piers.
II.E.26.	Site preparation and installation	The bidder provides quality reconnection services for relocated modules, including interior and exterior work, such as, but not limited to, repairing roofing and ceiling joints and reconnecting ductwork and utilities. Work should be tight and consistent with the original design.
II.E.27.	Site preparation and installation	The bidder will install and set-up buildings on temporary or permanent foundation systems as specified by the purchasing member.
II.E.28.	Site preparation and installation	At the request of the purchasing member, the bidder provides or subcontracts for utility development and connection, including electric, gas, waste and water. All building connections must be closest to the site connections.
II.E.29.	Warranties and Guarantees	The bidder provides buildings for high public use with a 25-year expected life; minimum 10-year guarantees for roofs and siding, and minimum 5-year parts and 1 year for HVAC units. The bidder provides a 1-year factory minimum "standard" warranty or as may be applicable for the modular building all other

II.F. Pricing Guidelines:

- II.F.1. A bid proposal in response to this IFB must present pricing using Form G.1 (in Part III, Bid Forms) and the bid forms and specifications provided as Addenda A and B, with pricing broken down by regional divisions as defined on Form C.2. (Part III, Bid Forms). A bid lacking the pricing schedule with the bidder's entries will be rejected as nonresponsive.
- II.F.2. Purchasing members are responsible for the following items and as such these should not be incorporated in the base price schedules: all foundation, civil and site utility engineering, electrical, fire alarm and other low voltage connections, water and waste connections from the bottom of floor joists to the service connection, temporary or permanent foundations, decks, steps, ramps, sidewalks, state and local permits; and other products or services that may be priced as options or upgrades.
- II.F.3. Pricing is based on the site being dry, flat, level (+/- 6") and truck accessible with ground compaction to a minimum of 2,000 PSF (Pounds per Square Foot).
- II.F.4. It is anticipated that KPN members seek to purchase or lease the factory-built structures. The bidder must respond to a request for leasing terms of 12, 24 and 36 months.
- II.F.5. Pricing does not include state or taxes, property, use or any other applicable taxes not specified herein.
- II.F.6. Bidders are reminded to incorporate the 2% KPN administrative fee into their bid schedules. The administrative fee cannot be assessed directly or separately to the purchasing member.
- II.F.7. The Pricing Schedule must include the following:
 - II.F.7.a. **Performance Bonds.** Additional costs of 100% Performance Bonds, if required by the laws and codes governing a member's location. Such cost should be expressed as a percentage of the purchase price to be paid by the purchasing member.
 - II.F.7.b. **Existing Factory-Built Buildings.** Pricing for dismantling existing factory-built buildings, preparing them for relocation to new sites, and the relocating process, if requested by a purchasing member. Include the following information: the flat cost per mile to transport the factory-built building (per module, if applicable); the cost of escort vehicles, if required.
 - II.F.7.c. **Delivery Charges.** Shipping charges must be clearly identified in the bid as detailed on the Pricing Schedule, for each region, and must include the cost of transport and travel for installation crews and other associated costs such as destination and delivery charges to the site.
 - II.F.7.d. **Operating Leases.** Provide the payment factor for determining monthly payments on operating leases (i.e., .028 times the purchase price). If there are multiple payment factors, list all payment factors and the contract term for each.
 - II.F.7.e. **Site Work.** All such prices are per RS Means or an alternative UPB. See II.G. below for guidelines.
 - II.F.7.f. **Foundations.** Provide pricing for temporary foundations (concrete block footings or ABS pads) for on grade foundations.
 - II.F.7.g. **Set-up.** All purchase and lease rate pricing provided must include the cost of

set-up (block, level, seam, seal, anchor and skirt) at local prevailing wage rates as part of the bid response. Assume 36" finished floor height and dry sight conditions.

II.F.7.h. **Existing Factory-Built Buildings.** Include pricing for dismantling existing factory-built buildings, preparing them for relocation to new sites, and the relocating process, if requested by a purchasing member. Include the following information: the flat cost per mile to transport the factory-built building and the cost of escort vehicles, if required.

II.F.7.i. **Modifications, Options, Upgrades, Deducts:** The bidder must include a schedule of pricing for specified options.

II.G. **Unit Price Book (UPB).** All other pricing proposed to purchasing members under an awarded bid contract pursuant to this IFB must be calculated using the most recent RS Means Facilities Cost Book or an alternative costing UPB. Proposed contract pricing is based upon the basic price with the City Cost Index applied, and then the coefficient. The bidder must use and identify the City Cost Index closest to the project site. The project cost includes the UPB Name, Date, Date of Quote, Line Number, Item Number, Item Description, Number of Units, Unit Price, Total Line Cost, Line Items, Sub-total Coefficient Amount, Grand Total and City Cost Index.

Non-pre-priced Items. For any item not found in the UPB, the pricing of a comparable item may be used, identified as such with the appropriate rationale and documentation. If there is no comparable item, three written quotes must be presented to the purchasing member who will approve the selection.

II.H. **Used Buildings/Existing Inventory.** While the objective of this IFB is to obtain a source for new factory-built buildings, if the bidder can address a purchasing member's interest in used buildings or existing inventory, indicate how pricing is determined for such units and the discount off a published price list and percent of discount, if used.

II.I. **Bid Preparation.** All instructions and required forms for preparing a viable bid response are included in Part III and Part IV of this IFB. Specifications are available as Addenda.

IMPORTANT: The bid documents included in Part III were created as "fillable" PDF forms. Bidders with Acrobat Reader Professional software can save the filled in documents to the hard drive and to Folders A and B as directed. Bidders who only use regular Adobe Reader may not be able to save the filled in document, in which case they should print off pages as completed and scan.

END OF PART II



Part III

BID FORMS AND INSTRUCTIONS
#KPN-201202-01
PORTABLE AND MODULAR BUILDINGS

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HOW TO USE THESE FORMS: This portion of the IFB is a “fillable PDF” document. You can download the forms to your computer and type directly on the form and click check boxes for responses. **BEGIN** by immediately performing a “save as” command, and save the blank document to your computer **BEFORE** writing on it. Frequently save as you work on the forms, to make sure no information is lost. Alternatively, you can print the blank forms and complete them by hand or typewriter. Once each form is completed, sign a hardcopy version, scan it into a discrete folder on a CD or flash drive. Instructions are provided below and at the top of each form. If you have questions about these procedures or require assistance, contact Jeffrey Kimball, weekdays except holidays, 8:00 a.m. – 4:00 p.m., Eastern Time, (888) 490-3182 or (570) 523-1155, ext. 2130.

III.1. Bid Submittal Instructions

III.1.a. **Deadlines and time lines:** The bid proposal receipt deadline is Monday, February 27, 2012, 4:00 p.m., Eastern Time.

Questions regarding bid specifications will be accepted in writing, or email, jkimball@csiu.org on weekdays, except for holidays, between 8:00 a.m. and 4:00 p.m., Eastern Time.

VERY IMPORTANT: As the deadline approaches, revisit the bid publishing site, <http://customer.ionwave.net/kpn>, to check for amendments and other updates.

III.1.b. **Sealed Bid Format:** Submit two (2) copies of the bid proposal on separate but identical electronic media, either CDs or flash drives, plus a cover letter and hard copies of Forms A and B, in a **SEALED ENVELOPE**.

III.1.c. **Submission Venue:** The bid package must be sent via UPS, Fed Ex, etc. to:

Keystone Purchasing Network (KPN)
 90 Lawton Lane
 Milton, PA 17847

III.1.d. **Packaging:** The Bid Forms and instructions for submitting a complete and competitive bid comprise this section (Part III) of the IFB.

- III.1.d.(1) Each CD or flash drive containing the document files requested in this section must be encapsulated in a separate plastic cover. The electronic media and their covers must be **labeled with the company name and the bid number and category name.**
- III.1.d.(2) Include a cover letter that identifies the bid number, the name of the bidding company, the company's website, the chief contact's email and telephone number.
- III.1.e. **Document Development:** These Bid Forms are presented in a "fillable PDF" format, which allows electronic completion. **VERY IMPORTANT:** Regular Acrobat Reader software (downloaded for free from the internet) will only allow completing the form; it will not save it permanently. Only Acrobat Reader Professional (purchased software) allows the user to permanently save the completed form. It is recommended that each document be printed after completion and scanned. Most documents requested in this section also require signatures and thus must be printed out after completion, signed, scanned and saved as separate PDFs, including attachments where appropriate. All documents must be titled with the name of the bidder and the form. All attachment pages must have the bidder's name at the top.
- III.1.f. **Bid Proposal Electronic Media Organization:** Use the Table of Contents Form as a checklist for organizing the electronic files. Proposals lacking any of the required information may be rejected as nonresponsive. Organization of the materials in a way other than requested may result in the impression that the proposal is incomplete and thus nonresponsive. Create two (2) folders labeled **Your Company Name Folder A** and **Your Company Name Folder B** on the CD or flash drive.

FOLDER A CONTENTS:

Table of Contents: Using the form provided, create a Table of Contents for the bid proposal. Provide this as a Microsoft Word document (does not require a signature) or a document that has been scanned to a PDF, and title it **Your Company Name Table of Contents.**

Bid Affidavit (FORM A): Complete the form provided. A signature of the bidder's authorized representative is required and a Notary Public must complete this form. Scan to a PDF format and title it **Your Company Name Affidavit.** Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media.

Acceptance of Bid and Contract Award (FORM B): Complete the form provided. A signature of the bidder's authorized representative is required. Scan to a PDF document and title it **Your Company Name Acceptance.** Additionally, a paper (hard) copy of the completed form with original signatures must be included in the sealed bid package with the electronic media.

Service Questionnaire (FORM C.1): The Service Questionnaire seeks information about the bidder's pricing structure and commerce practices. Complete the form provided. The authorized representative must sign the completed document. Scan to a single PDF document with Form C.2 below and title it **Your Company Name Service Questionnaire.**

Certification of Ability to Serve KPN Membership (FORM C.2): Certification of bidder's ability to serve in forty nine (49) states (all but Hawaii) and District of Columbia. Sign and scan this form together with Form C.1 above, to make a single PDF document as per the instructions at the top of Form C.1. The bidder is instructed to attach copies of state authorizing documents and licenses (where applicable) to this document.

Company Information (FORM D): The Company Information Form requests incorporation and operational information about the bidding. The authorized representative must sign the completed document. A letter of credit from the bidder's financial institution is a required attachment as are case studies of completed projects that illustrate the types of buildings and services being bid. Scan the Form and requested attachments to a single PDF document and title it **Your Company Name Company Information.**

Exceptions (FORM E): Exceptions to Terms and Conditions set forth in Parts I and II of this IFB must be noted on this Form. If there are no exceptions, the form must be returned with the “no exceptions” box checked and signed by the authorized representative. Scan to a PDF document and title it *Your Company Name Exceptions*.

Compliance (FORM F.1): The Compliance Form seeks the bidder’s ability to fulfill the bid commodity specifications set forth in Part II. The specifications represent the needs and interests of the member agencies and their affiliate members. Alternates or deviations may be proposed unless otherwise specified. While deviations may be acceptable, the bidder who is able to comply with the greater number of specifications may be considered more responsive. Very important: detailed Specifications are available as Addenda to this IFB. After checking boxes, the authorized representative must initial the form. Scan to a PDF document and title it *Your Company Name Compliance*.

Deviations (FORM F.2): Explanations of deviations noted in response to **Compliance (FORM F.1)** are required on Form F.2. Bidders are referred to the Specifications Documents provided as Addenda to this IFB, and to the specifications identified in Form F.1. If there are no deviations, the form must be returned with the “no deviations” box checked. The form must be signed by the authorized representative, scanned to PDF format and title it *Your Company Name Deviations*.

FOLDER B CONTENTS:

Pricing (FORM G.1): Form G.1 is intended as the cover document for the bidder’s discount pricing schedule. This form must be signed by the bidder’s authorized representative. Scan to PDF format and title it *Your Company Name Form G.1 Pricing*.

Pricing Schedule (G.2): Complete the document provided as Part IV of this IFB. Save the document as *Your Company Name Pricing Schedule*.

Proposed Floor Plans (G.3): Include PDF copies of the bidder’s proposed floor plan for each Specification. Save the PDFs as *Your Company Name /Floor Plans*.

Excel Warranties, Additional Services or Incidental Price Schedule (G.4) : Create in Excel a price schedule for any and all extended warranties, additional or incidental services, products, equipment and/or supplies, providing the details listed under Section G.4. Save the Excel document as *Your Company Name Excel Additional Pricing Schedule*.

III.2. BIDDER’S RESPONSIBILITY: It is the bidder’s responsibility to ascertain that all documents submitted have been saved completely and appropriately to the CD or flash drive. **IMPORTANT:** Bidders should test both of the CDs or flash drives on computers independent from the system on which they were created to make sure the documents can be opened. Electronic media that cannot be opened by KPN may result in the rejection of the proposal. The CSIU, KPN, its member agencies and authorized representatives are not responsible for bid proposals that are incomplete, unreadable or received after the deadline.

KPN FORM: BID PROPOSAL TABLE OF CONTENTS
PORTABLE AND MODULAR BUILDINGS

NAME OF BIDDER _____

Name of Authorized Representative _____

Office Address _____

Telephone _____ Time Zone: Eastern Central Mountain Pacific

Fax _____ Email _____ Website _____

INSTRUCTIONS: Fill in the titles you have given to each document saved to the electronic media. Save this completed form as a separate PDF titled *Your Company Name* **TABLE OF CONTENTS** and place in Folder A.

FORM	FOLDER	DOCUMENT TITLE	FORMAT	NOTES
Table of Contents	A		Word or PDF	
FORM A Affidavit	A		PDF & Hard Copy	Signature and notarization required
FORM B Acceptance	A		PDF & Hard Copy	Signature required
FORM C.1 Questionnaire	A		PDF	Signature required
FORM C.2 Certifications	A		PDF	Signature required Attach Certificates of Authority and Licenses
FORM D Company Info	A		PDF	Signature required
FORM E Exceptions	A		PDF	Signature required
FORM F.1 Compliance	A		PDF	Signature required
FORM F.2 Deviations	A		PDF	Signature required
FORM G.1 Pricing Info	B		PDF	Signature required
G.2 (Part IV) Price Schedule	B		Word	
G.3 Warranties, etc.	B		Excel	
Proposed Floor Plans	B		PDF	Identify all drawings as described in the Price Schedule.

KPN BID FORM A: BID AFFIDAVIT
PORTABLE AND MODULAR BUILDINGS

NAME OF BIDDER _____

Instructions: This form must be signed by the Bidder's Authorized Representative and notarized below. Label the scanned PDF version of the signed document on the CD with ***Your Company Name Affidavit*** and place in Folder A on the CD or flash drive. A hard copy of the completed form must also be included in the bid proposal package.

AFFIDAVIT

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge, no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of KPN, or any employee thereof, or any person, firm or corporation under contract with KPN whereby the bidder, in order to induce the acceptance of the foregoing bid by KPN, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract.
3. This is to certify that neither I, not to the best of my knowledge, information and believe, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the Commonwealth of Pennsylvania, or any subdivision of the Commonwealth has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to Members and Affiliate Members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This to certify that we have completed, reviewed, approved and have included all information that is required in Sections C, D, E and F of these bid forms and the pricing schedule.

Printed name of Authorized Representative

Mailing Address

Title (Printed)

City, State, Zip

Signature of Authorized Representative

Date Phone Fax

NOTARY:

Subscribed and sworn to before me this _____ day of _____

Notary Public in and for the County of _____, State of _____

My commission expires _____

Signed _____

KPN BID FORM B: ACCEPTANCE OF BID AND CONTRACT AWARD
PORTABLE AND MODULAR BUILDINGS

NAME OF BIDDER _____

INSTRUCTIONS: PART I of this form is to be completed by the Bidder and signed by the Authorized Representative. PART II will be completed by the Bid Issuer, KPN, only upon the occasion of the bid award. Label the scanned PDF version of the signed document on the CD or flash drive with ***Your Company Name*** **ACCEPTANCE** and place in Folder A. A hard copy of the completed form must also be included in the bid proposal package.

PART I: BIDDER

In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the Special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of his proposed subcontractors, time of completion, as well as other factors of interest to KPN as stated in the evaluation section, will be a consideration in making the award.

Company Name _____ Date _____

Company Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Authorized Signature (ink only) _____ Title _____

PART II: AWARDING AGENCY

Your bid for contracting services is hereby accepted. As contractor/supplier, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the IFB. As contractor, you are hereby cautioned not to commence any billable work or provide any material or service under this contract until an executed purchase order is received from the agency. The parties intend this contract to constitute the final and complete agreement between the agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence upon award and continue until February 28, 2013 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended for four (4) additional years, 2014, 2015, 2016, and 2017, with the possibility of an additional two year extension.

Awarding Agency Central Susquehanna Intermediate Unit d/b/a The Keystone Purchasing Network

Agency Executive _____

Awarded this _____ day of _____ Contract Number _____

KPN BID FORM C1: SERVICE QUESTIONNAIRE

PORTABLE AND MODULAR BUILDINGS

Name of Bidder _____

INSTRUCTIONS: Form C.1 is two (2) pages long and Form C.2 is one (1) page requiring attachments. Both must be signed. Click on the boxes provided for Yes/No questions, and type text responses in spaces provided. If you require more space for responses, say "see attached" and create an attachment in Microsoft Word. Sign below, scan this form, attachments AND Form C.2 into a single PDF document, titling it *Your Company Name Service Questionnaire and Certifications*, and save to Folder A.

1. **Range of Service:** Indicate the regions and states to which this company is capable of delivering full service sales representatives, customer support, products, installation and services such as training and set-up, if required) on Form C.2.

If you checked "no service" or "limited service" for any state(s) on form C.2., does your company have a plan for extending representation and services to this territory in the future? Yes No

If "yes," what is the timeline and extent of expansion planned?

2. **Customer Service:**

Does this company have online customer support? Yes No

Does this company have a toll-free customer support line? Yes No

During what hours is live support available?

In what time zones? Please check all that apply: Eastern Central Mountain Pacific

3. **Pricing:** Is the bid pricing guaranteed for the initial, 12-month term of the contract?

Yes No

Is shipping and handling or freight included in the products on the pricelist?

Yes No

If no, provide a detailed explanation on how S/H or freight is calculated and applied:

4. **Discounts offered under this bid: A bid will be determined “nonresponsive” and can be disqualified if this question is not answered. Check one:**

_____ %

Discount

- A. The same offered on all single school or nonprofit agency bids. _____
- B. The same offered to cooperatives and state purchasing offices. _____
- C. Better than we offer to cooperatives or state purchasing offices. _____

If “B” is checked above, indicate the percentage lower (on single items) than the best price offered to single school districts. If “C” is checked above, indicate the percentage lower than the best price offered educational institutions, cooperatives or state purchasing programs:

- Two percent (2%) Three percent (3%) Four percent (4%)
- Five percent (5%) Six percent (6%)

Other (specify): _____

Do you offer a **Quick Pay Discount**? Yes No

If yes, what are the terms? (% Discount/number of days) _____

Are additional quantity or volume discounts identified on the pricing Form G? Yes No

5. **Ordering and Payment:**

Are there minimum order requirements? Yes No

If yes, describe:

List payment options and exclusions for school districts and other nonprofit KPN members:

Describe your **Return Policy**:

Do you charge a **Restocking Fee**? If so, what is it? _____

Signature and date _____
Must be the same signature that appears on the Bid Affidavit (Form A) and Bid Acceptance of Award (Form B)

KPN BID FORM C.2: Certification of Ability to Serve KPN Members

PORTABLE AND MODULAR BUILDINGS

Name of Bidder _____

Instructions: Complete this form, sign at the bottom and scan with FORM C into a combined PDF document. See instructions at the top of Form C.1 (page 7). Scan and **ATTACH ALL APPLICABLE STATE CERTIFICATES OF AUTHORITY** and, where required by law, **CONTRACTORS' LICENCES** as attach part of this document.

For each region below, check "all" if this company serves all states in the territory or check only the individual states that are.

Northeast United States				<input type="checkbox"/> Can provide full services to all in this service region
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont	
<input type="checkbox"/> Maine	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Rhode Island		

Mid-Atlantic United States				<input type="checkbox"/> Can provide full services to all in this service region
<input type="checkbox"/> Delaware	<input type="checkbox"/> Maryland	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia	
<input type="checkbox"/> Dist./Columbia	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Pennsylvania	<input type="checkbox"/> West Virginia	

Southeast United States				<input type="checkbox"/> Can provide full services to all in this service region
<input type="checkbox"/> Alabama	<input type="checkbox"/> Georgia	<input type="checkbox"/> South Carolina		
<input type="checkbox"/> Florida	<input type="checkbox"/> Mississippi	<input type="checkbox"/> Tennessee		

Central United States				<input type="checkbox"/> Can provide full services to all in this service region
<input type="checkbox"/> Illinois	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Nebraska	<input type="checkbox"/> Wisconsin	
<input type="checkbox"/> Indiana	<input type="checkbox"/> Michigan	<input type="checkbox"/> North Dakota		
<input type="checkbox"/> Iowa	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Ohio		
<input type="checkbox"/> Kansas	<input type="checkbox"/> Missouri	<input type="checkbox"/> South Dakota		

Northwest United States				<input type="checkbox"/> Can provide full services to all in this service region
<input type="checkbox"/> Alaska	<input type="checkbox"/> Montana	<input type="checkbox"/> Washington		
<input type="checkbox"/> Idaho	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming		

Southwest United States				<input type="checkbox"/> Can provide full services to all in this service region
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Utah	
<input type="checkbox"/> Colorado	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Texas		

West United States				<input type="checkbox"/> Can provide full services to all in this service region
<input type="checkbox"/> Arizona	<input type="checkbox"/> California	<input type="checkbox"/> Nevada		

Signature and date _____
Must be the same signature that appears on the Bid Affidavit (Form A) and Bid Acceptance of Award (Form B)

KPN BID FORM D: COMPANY INFORMATION

PORTABLE AND MODULAR BUILDINGS

Name of Bidder _____

Instructions:

1. This form is three (3) pages long.
2. The responses to the questions below must be presented in a Microsoft Word document. Responses to more than one question can be included on the same page. Title the individual responses with the corresponding question number and theme (i.e., D.1.f. Location). The bidder's company name must appear on all attachment pages.
3. Sign this form at the end and scan it AND its attachments into a single PDF document titled **Your Company Name Company Information**, and place in Folder A.

D.1. COMPANY INCORPORATION AND HISTORY

*Note: Generally, KPN does not accept offers from businesses that are less than five (5) years old or those that fail to demonstrate a proven record of business in the commodity category. If the bidder has recently purchased an established business or can show prior success in this type of business or closely related type of business, please provide, in **an attachment**, written documentation and verification in response to the questions below. KPN reserves the right to accept or reject newly formed companies based on information provided in this response and through its own investigation of the company.*

D.1.a. Check one: This business is a Public Company Privately Owned Company.

D.1.b. Check one: This business is a Corporation Partnership Individually Owned
 Other _____

D.1.c. Date and state of incorporation: _____

D.1.d. Name(s) of President or Principal Partners: _____

D.1.e. Names and positions of other principal officers.

D.1.f. **Location(s): ATTACHMENT REQUIRED.** Provide the address, city, state and zip code of the business headquarters and how long the headquarters have been located at this address. Provide the same information for branch offices.

D.2. **PRIOR EXPERIENCE AND REFERENCES: ATTACHMENT REQUIRED.** In a concise narrative, describe the offeror's experience in providing factory-built buildings and related services to schools and other public agencies. Provide case study summaries of three public sector projects completed within the last three years. For each project, identify the customer, the authorizing official of the customer who can serve as a reference and that person's contact

information. For each project, describe the products services provided, and the timeline from purchase order to completion.

D.3. WORKFORCE:

D.3.a. Key Contacts: *ATTACHMENTS REQUIRED.* Attach a list of the individuals, titles, qualifications and contact information for the individuals who will provide the following services on a national basis: **D.3.a.(1)**, Consulting, **D.3.a.(2)**, Estimating, **D.3.a.(3)** Coordinating, **D.3.a.(4)** Supervising and managing before/during/after sales services, **D.3.a.(5)** Warranty, **D.3.a.(6)** Maintenance, and **D.3.a.(7)** Other Support Services.

D.3.b. In-House Resources: *ATTACHMENT REQUIRED.* Describe the business's current in-house workforce, equipment and facilities available to perform under this solicitation.

D.4. MARKETING:

D.4.a. Key Marketing Contacts: *ATTACHMENT REQUIRED.* List the name(s), title(s) and contact information of the business's key national and regional marketing office(s).

D.4.b. Marketing Activities: *ATTACHMENT REQUIRED.* Describe how this business marketed its products and services to schools and other tax-exempt nonprofits in the past year. List all conventions, conferences and other events at which the business exhibited.

D.4.c. Cooperative Marketing: *ATTACHMENT REQUIRED.* Describe ways in which this business can collaborate with KPN in marketing the bid.

D.4.d. Environmental Initiatives: *ATTACHMENT REQUIRED.* Describe the business's alignment with "green" objectives, standards and statutes, if applicable.

D.5. DEALERS, MANUFACTURERS, SUBCONTRACTORS, INSTALLERS, ETC.

D.5.a. Manufacturers: *ATTACHMENT(S) REQUIRED.* **D.5.a.(1)** Scan and attach applicable Authorizing Letters from named modular building manufacturers who will provide the products used by this business stating the business's authorization to represent the manufacturers nationally or in the region described above. The letters must be dated within the current fiscal year.

D.5.b. Subcontractors, Distributors, Installers, etc.: *ATTACHMENTS REQUIRED.* **D.5.b.(1)** Describe and explain the Selection Process by which the business selects, certifies and approves subcontractors, distributors, installers, partners and other independent services.

D.5.c. The bidder is reminded to include all states' Certificates of Authority and, where applicable, all bidder and partner contractor license information and the state(s) where in the bidder and/or partner is eligible to provide services on behalf of the bidder, in response to Form C.2.

D.6. FLOOR PLANS: The bidder is reminded to scan and attach bidder's proposed floor plans and proposed blocking plans with dimensions for each of the specifications included, as per the directions under pricing (Part III, Form G).

D.7. DISCLOSURES

D.7.a. Letter of Credit: *ATTACHMENT REQUIRED*. Scan and attach a letter from the business's chief financial institution indicating the current level of credit available to it and evidence of financial stability for the past three (3) years.

D.7.b. Actions Against Business. Does this business currently have actions filed against it?

No Yes **If the answer is "yes": *ATTACHMENT REQUIRED*.** List and explain current actions such as Federal Debarment or other appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

Signature and date _____

Must be the same signature that appears on the Bid Affidavit (Form A) and Bid Acceptance of Award (Form B)

KPN BID FORM F1: COMPLIANCE AND DEVIATIONS

PORTABLE AND MODULAR BUILDINGS

NAME OF BIDDER _____

INSTRUCTIONS: Form F.1 is three (3) pages long. The criteria listed below pertain to the products and services related to the category of Portable and Modular Buildings. Please check “Comply” if this aligns with your ability to provide or “Deviate” if not. For all criteria checked “Deviate,” explain the exception in Table F.2., which follows. The authorized representative must sign on the signature line below this form and at the bottom of Table F.2. The bidder must also complete and sign Form C.2, “Certification of Ability to Service Members,” even if checking “Comply” for item F.1.1. in Form F.1 below.

Detailed specifications for the types of products and services enumerated below appear on the price schedule forms and provided as Part IV of this IFB and the product and manufacturer specifications provided as Addenda.

Scan the completed, signed document to a PDF format, title it *Your Company Name Compliance*, and save to Folder A.

NOTE: Other than industry requirements established in federal, state or local statutes, exceptions or deviations may be proposed so long as they are expressly noted below and clarified on Form F.2. Please note, however, that the stated requirements express the most desirable attributes sought by KPN and its members.

Item	Category	Specification/Requirement	Comply	Deviate
II.E.1.	Service	The bidder can provide portable and modular buildings, with design, delivery, foundation, installation and other site services to KPN purchasing members in the 48 contiguous United States, Alaska and the District of Columbia, as indicated on Form C.2 (see Part III of this IFB).	<input type="checkbox"/>	<input type="checkbox"/>
II.E.2.	Compliance with codes and laws	Buildings and subassemblies must be manufactured according to the state laws and codes governing the purchasing agency.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.3.	Compliance with codes and laws	All designs, subassemblies and accessories must be ADA compliant.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.4.	Compliance with codes and laws	Each unit must have a permanent serial number affixed during the first stage of manufacturing with location indicated in the shop drawings. Each complete section must be marked with the state insignia of approval indicating the unit serial number and approved plan numbers.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.5.	Compliance with codes and laws	Construction must meet or exceed the most recent construction standards established in the IBC and all state or District of Columbia codes and standards applicable to the purchasing member’s locale. Costs associated with local codes are not to be included with the bid.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.6.	Compliance with codes and laws	The bidder must use fully licensed subcontractors and professionals for all site work, including foundations, installation and set-up.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.7.	Contract with KPN	The bidder will collaborate with KPN in marketing the contract to KPN members and potential members.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.8.	Contract with KPN	The bidder agrees to pay KPN a 2% administrative fee, remitted quarterly with sales reports, based on volume of sales to members.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.9.	Products	The bidder provides high quality factory-built and relocatable buildings for public use, such as classrooms, administrative offices, multipurpose activity centers, dormitories and other	<input type="checkbox"/>	<input type="checkbox"/>

		facilities.		
II.E.10.	Products	The bidder provides Type V wood constructed buildings. Type II structures must be proposed as an option in addition to, but not instead of, Type V wood structures <u>only</u> where indicated in the building specifications.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.11.	Products	The bidder provides flexible designs that can be configured to the individual needs of the purchasing member, with a wide selection of floor plans and building styles (i.e., mansard types, frame types, ceiling types, etc.).	<input type="checkbox"/>	<input type="checkbox"/>
II.E.12.	Products	The bidder provides factory-built buildings that have the appearance of permanence when installed.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.13.	Products	The bidder provides a variety of floor covering options from which to choose, with available upgrades. Carpeting must be a minimum 24 oz. commercial grade, nylon, level loop with a 10-year warranty from the manufacturer.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.14.	Products	The bidder provides a variety of window sizes from which to choose. High quality hardware must meet or exceed the strictest local and state IBC requirements.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.15.	Products	The bidder provides a variety of exterior and/or interior wall types and coverings from which to choose, with available upgrades. All exterior finishes must include high quality exterior paint.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.16.	Products	The bidder provides doors with a standard 36"x 80" or 72"x 80" hollow metal 16-gauge frame, weather-stripping, a keyed lever set or panic hardware, and ball bearing hinges as provided in the IFB specifications (see Addenda). Upgrades for aluminum storefront doors are available.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.17.	Products	The bidder offers a selection of specialty items from which to choose, including cabinets, marker boards, coat hook assemblies, tack boards, etc., as provided for in the IFB pricing schedule.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.18.	Products	The bidder offers plumbing options for restrooms, cabinet or kitchen areas, utility rooms and drinking fountains. Standard fixtures and faucets as provided in the IFB specifications.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.19.	Products	The bidder offers high quality, energy efficient HVAC options, including carbon dioxide monitoring, electronic programmable thermostats and stand alone energy management systems, etc., as provided for in the IFB pricing schedule and specifications.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.20.	Products	The bidder offers electrical options that provide for energy efficient interior and exterior lighting as provided in the IFB specifications.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.21.	Products	The bidder offers factory installed junction boxes, conduit, pull wire and cover plates for use in the installation of field-installed voice, data, CATV, PA system, security and fire alarm system options as provided in the IFB pricing schedule.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.22.	Products	The bidder offers various environmental protection options, including an under-building moisture barrier to inhibit rust damage. Provide termite damage and high wind resistant windows and shutters where required by code.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.23.	Products	The bidder includes the costs of set-up in the base bid proposal.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.24.	Service	The bidder can provide portable and modular buildings, with design, delivery, foundation, installation and other site services to KPN purchasing members in the 48 contiguous	<input type="checkbox"/>	<input type="checkbox"/>

II.E.24.	Service	The bidder can provide portable and modular buildings, with design, delivery, foundation, installation and other site services to KPN purchasing members in the 48 contiguous United States, Alaska and the District of Columbia, as indicated on Form C.2 (see Part III of this IFB).		
II.E.25.	Site preparation and installation	The bidder provides services to dismantle and relocate existing factory-built buildings as requested by the purchasing member. Such services may include, but are not limited to, disconnecting utility and systems connections, disconnecting tie-downs, separating modules, protecting open sides of modules with plastic, removing tie-downs and foundation pads or piers.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.26.	Site preparation and installation	The bidder provides quality reconnection services for relocated modules, including interior and exterior work, such as, but not limited to, repairing roofing and ceiling joints and reconnecting ductwork and utilities. Work should be tight and consistent with the original design.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.27.	Site preparation and installation	The bidder will install and set-up buildings on temporary or permanent foundation systems as specified by the purchasing member.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.28.	Site preparation and installation	At the request of the purchasing member, the bidder provides or subcontracts for utility development and connection, including electric, gas, waste and water. All building connections must be closest to the site connections.	<input type="checkbox"/>	<input type="checkbox"/>
II.E.29.	Warranties and Guarantees	The bidder provides buildings for high public use with a 25-year expected life; minimum 10-year guarantees for roofs and siding and minimum 5-year parts and 1-year labor for HVAC	<input type="checkbox"/>	<input type="checkbox"/>

Signature and date _____

Must be same signature as on Bid Affidavit Signature and Acceptance Form

KPN BID FORM F.2: DEVIATIONS

PORTABLE AND MODULAR BUILDINGS

BIDDER _____

INSTRUCTIONS: For any items checked "Deviate" on Form F.1 above, or proposed materials that deviate from the specifications provided in the Addenda to this IFB, list details below. You may use the Word version of this form to insert your answers or create a facsimile table to write text responses. If creating a facsimile, remember to sign it at the bottom.

Scan the completed document, save it to PDF Format, title it ***Your Company Name Deviations***, and place it in Folder A.

- No deviations were noted on Form F.1.
 Yes, deviations were noted on Form F.1.

Outline number	Term, Condition or Specification	Details of Exception

Signature _____

Must be same signature as on Bid Affidavit Signature and Acceptance Form

KPN BID FORM G.1: DISCOUNT AND PRICING SCHEDULE

PORTABLE AND MODULAR BUILDINGS

NAME OF BIDDER _____

- G.1. INSTRUCTIONS:** This form is two (2) pages long. The bidder must complete this form, sign it at the bottom, save it as a PDF document, title it *Your Company Name Pricing G.1.*, and place it in Folder B, along with the other documents pertaining to Pricing and Floor Plans.
- G.2. PRICING SCHEDULE:** The pricing schedule is provided as Part IV of this IFB, in a fillable PDF format. Directions are included in that document for completing it, labeling it *Your Company Name Pricing Schedule*, and placing in Folder B.
- G.2.1.** Use the **Specifications** provided as Addenda to this IFB to develop the pricing schedule. Report any exceptions or alternates on Form F.2., provided in this document.
- G.3. FLOOR PLANS:** The bidder is required to supply company floor plans used in developing the pricing schedules. The floor plans are labeled according to corresponding pricing tables in Part IV. Most floor plans are consistent across all geographic regions, except where noted for the Northwest and West Regions. The description appears in the pricing schedule. The bidder's company name must appear on each floor plan and the corresponding drawing number. Scan the floor plans into a single PDF document, label it *Your Company Name Floor Plans*, and place it in Folder B. Indicate with an "X" below which floor plans you are submitting.

	Classrooms		Classrooms		Classrooms		Offices		Dormitories
	C-1		S64-1		S70-1		0-1		D42-1
	C-2		S64-2		S70-2		0-2		D42-2
	C-3		S64-3		S70-3		0-3		D42-3
	C-4		S64-4		S70-4		060-1		D42-4
	C-5		S64-5		S70-5		060-2		D42-5
	NW-1 <i>Northwest only</i>		CA-1 <i>West only</i>				060-3		D42-6
	NW-2 <i>Northwest only</i>		CA-2 <i>West only</i>				060-4		D42-7
	NW-3 <i>Northwest only</i>		CA-3 <i>West only</i>				060-5		D42-8
	NW-4 <i>Northwest only</i>		CA-4 <i>West only</i>						D42-9
	NW-5 <i>Northwest only</i>								

- G.4. WARRANTIES, ADDITIONAL SERVICES OR INCIDENTAL PRICE SCHEDULE.** Create an Excel document identifying any and all extended warranties, additional or incidental services, products, equipment and/or supplies, providing the name and detailed description of each item; RS Means or other costing method data, if applicable, broken down into the seven regions identified on Form C.2., as applicable;

and for each item, the regular non-discounted (list) price and the KPN member discount price.

G.5. ADDITIONAL DISCOUNTS: If additional discounts/bonuses are available to KPN members based on a dollar volume, sizes of orders or other criteria, state the formula for arriving at these discounts:

G.6. If the bidder is using an alternative costing method rather than RS Means, state the name of the alternative method: _____

Signature and Date _____
Must be same signature as on Bid Affidavit Form

END PART III

