

# Brownsville Area School District

Cafeteria Modification

High School

Brownsville Area School District

5 Falcon Drive

Brownsville, PA 15417



**INVITATION FOR SEALED BIDS**

**BID DUE DATE:  
NOVEMBER 8<sup>th</sup>, 2023**

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**NOTICE:**

**BROWNSVILLE AREA SCHOOL DISTRICT**

**NOTICE TO GENERAL CONTRACTING COMPANIES  
INVITATION FOR BIDS FOR CAFETERIA MODIFICATION**

The Brownsville Area School District is issuing this invitation for bids for the selection of a General Contracting Company. Proposals must be received at the **Brownsville District Office no later than November 8, 2023, at 2:00 PM.** Late bids will not be accepted or reviewed.

You are invited to submit a sealed bid in accordance with this invitation for the following Project:

**Brownsville Area School District  
CAFETERIA MODIFICATION  
High School**

Proper Submission Information:

Bids to the District must be hand delivered to the Office of the Superintendent located at:

**5 Falcon Drive  
Brownsville, PA 15417**

**PROJECT NOTICES/GENERAL INFORMATION:**

**A Pre-Bid site visit is required. To be eligible to submit a bid, the contractor must schedule a walkthrough of the School District’s facilities.**

**Pre-Bid site visit: Thursday, October 12<sup>th</sup>, 2023, at 1:30 PM, Thursday, October 19<sup>th</sup>, 2023, 1:30 PM and Thursday, October 26<sup>th</sup>, 2023, 1:30 PM**

Contractors are required to be present and sign in at pre-bid site visit/walkthrough. Contractors will meet in the lobby of the High School located at:

Brownsville Area High School

1 Falcon Drive

Brownsville, PA 15417

**Bid Due: Wednesday, November 8<sup>th</sup>, 2023 no later than 2:00 PM**

**Contractor Requirements:**

1. Capacity to fully bond the cost of all services in their scope
2. Previous comparable project experience (minimum of two similar projects)

This Invitation for Bids has components required to be completed and submitted by the Bid Due Date listed above:

1. Contractor’s Bid Document – required templet found within this document

**Projected Project Start Date:** June 5<sup>th</sup>, 2024 for construction activities.

**Project Working Hours:** Contractor to submit project schedule to school District for approval. Considerations given to not disrupt the learning environments during day’s that school is in session.

**Project Completion Date:** July 12<sup>th</sup>, 2024. In the event of delay in project completion, the contractor shall pay liquidated damages to the school District, or agrees to a deduction from any funds due to the District, the sum of four hundred dollars (\$400) per day for each and every calendar day thereafter, until such work shall be fully and finally completed in accordance with the contract, not as a penalty, but as liquidated damages arising from the loss of full use of the building(s), diversion of personnel time from other tasks, and other additional losses, inconveniences and damages of the District which are difficult to quantify. The parties agree that liquidated damages as described in this Agreement are a genuine estimate of District’s foreseeable damages and are the District’s sole remedy for such delay. Delays caused by Force Majeure events or by actions of District shall not constitute a delay resulting in the payment of liquidated damages.

**Code and Standards Compliance:** IEC, IBC-2015, IMC-2015, IECC-2015, IFGC-2015, IEBC- 2015, IPC-2015, ASHRAE, SMACNA, Pennsylvania Department of Labor and Industry.

**Reference Materials, Drawings and Specifications provided:**

- ❖ Drawings: Cafeteria Modification Engineered drawings Permit 12-28-22

## **SCOPE OF WORK:**

### **General Provisions/Information of Contractor's Work:**

**Definition:** The word “Provide” means to furnish and install by contractor.

Contractor shall provide a turnkey labor installation, which includes the following services and their associated costs:

- 1) Provide compliance with all codes and standards – IEC, IBC-2015, IMC-2015, IECC-2015, IFGC-2015, IEBC- 2015, IPC-2015, ASHRAE, SMACNA, Pennsylvania Department of Labor and Industry.
- 2) Provide Payment and Performance Bond as required by contract.
- 3) Provide Insurance certificated listed the names of the additionally insured.
- 4) Provide ACT 151, ACT 34 and State Police Background Checks for the employees and sub-contractors.
- 5) Prevailing wage act: The contractor shall comply with the Pennsylvania Prevailing Wage ACT, 43 P.C. 165-1 et seq.
- 6) Provide labor inclusive of management, supervision, laborer, administrative services, and installation. Contractor shall supply all required tools and equipment to implement the entire scope of services.
- 7) Contractor shall be responsible for obtaining and paying for all permits
- 8) Contractor shall be responsible for coordinating with KEC.
- 9) Contractor shall be responsible for coordinating with Curran Taylor.
- 10) Contractor shall be responsible for coordinating with all other vendors and School District.
- 11) Contractor shall be responsible for providing electrical products required to provide a quality installation in compliance with requirements of Owner and 2014 National Electrical Code, including any subsequent additions, deletions, and/or changes, as it may apply to this Agreement.
- 12) Contractor shall be responsible for weekly progress reports on subcontractor's work.
- 13) Contractor shall submit a construction schedule for approval prior to the commencement of work.
- 14) Contractor shall provide Company Safety Plan prior to the commencement of work.
- 15) Contractor shall maintain all areas of material storage and disposal, which includes dumpsters and space provided by Owner, in a clean, safe, and organized manner.
- 16) Contractor shall secure all lifts, scaffolding, or ladders at the end of each workday by placing this equipment in areas that are not accessible by the public and have been coordinated and agreed upon by the Owner. An acceptable alternative is to remove the equipment from the Premises except during working hours.
- 17) Contractor shall take special precautions to ensure that floors are not damaged by equipment used to complete installation. Contractor shall provide proposed plans for protecting flooring, walls, and ceilings in buildings.
- 18) Contractor shall provide the proposed equipment in compliance with the engineered drawings, specifications, and manufacturers installation guidelines.
- 19) Provide onsite project supervision for the duration of the proposed project scope of work.
- 20) Daily cleanup of the work areas and waste removal to dumpster provided by contractor.
- 21) Provide 1-year labor and material warranty.
- 22) Provide all project closeout documents as required.

**Detail Description of Contractor's Work:**

**Definition:** The word "Provide" means to furnish and install by contractor.

1. General Trades:
  - a. Demo and disposal of existing drywall and masonry partitions as shown on engineered drawings.
  - b. Demo, modify and dispose of ACT and hard ceilings as required by engineered drawings.
  - c. Install new ACT to match existing style and elevation
  - d. Furnish and Install new manually operated SS roll up doors per engineered drawings.
  - e. Construct new walls and drywall per federal, state and school regulations.
  - f. To remove and dispose of existing flooring per engineered drawings.
  - g. To install new flooring per engineered drawings.
  - h. Painting per drawings
  - i. All kitchen equipment by Curran Taylor, final connections by contractor.
  - j. Graphic package provided by Curran Taylor, Inc
2. HVAC Scope
  - a. Furnish and install new transfer sleeves, grilles and fire dampers per engineered drawings
3. Electrical
  - a. Power equipment per electrical schedule.
    - i. See supplemental drawings provided by vendor
  - b. Provide new light fixtures per drawing.
  - c. Panels modifications per drawings.
  - d. Power to load center on equipment.
  - e. All utilities to be brought within 3' of the connection point.
4. Plumbing
  - a. Saw cut and excavate for new floor sinks
  - b. Demolition of existing fixtures and piping per engineered drawings.
  - c. Connections to new equipment.
    - i. See vendor drawings for additional information.
  - d. Install one floor unit grease interceptor per engineered drawings.
  - e. Install new gas hookups to new equipment as required.
  - f. Install insulation as required.
5. Additional Information for Mechanical connections
  - a. The contractor is responsible for running both electrical trunk lines and placing the floor sinks and running master drains per drawings.

**Jobsite Safety/Environmental Requirements:**

1. Contractor shall be responsible for maintaining and supervising prudent safety procedures and provide a job site specific safety manual for all work under this Scope of Work Agreement. Contractor shall comply with all safety laws, regulations, ordinances, and other directives of jurisdictional authorities in order to prevent injury, damage, or loss to:
  - a. All employees involved in performance of Contractor's Work.
  - b. All administrative personnel, visitors, employees, and other persons in proximity to, or otherwise affected by Subcontractor's Work.

- c. The Contractor's Work, materials, and equipment to be incorporated therein, whether in storage on or off the Premises.
  - d. Property at the Premises or in proximity to Contractor's Work and which is designated to maintain.
  - e. Property that is located on-site or in proximity to the Contractor's Work and is designated to be altered, renovated, or relocated.
- 2. Contractor shall select one or more on-site personnel whose duty shall be accident prevention. One such person shall be Subcontractor's superintendent, unless otherwise designated by Contractor in writing to Owner.
- 3. Contractor shall not structurally overload or permit any part of Contractor's Work to be overloaded so as to endanger its safety.
- 4. Contractor and its sub-subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, including any subsequent additions, deletions, and/or changes, as it may apply to this Agreement.
- 5. Contractor shall review any Environmental Assessment reports supplied by the Owner and make note of affected areas within the buildings. Contractor shall notify owner of any specific situation where an environmental condition poses a risk of disturbance or affects their ability to perform Contractor's Work safely. This shall include asbestos and lead paint related documents.
- 6. Contractor shall be responsible for testing, cleaning, encapsulation and/or abatement of asbestos-containing materials, lead paint, hazardous material, or equipment, including any and all building structures or appurtenances within contractor's area/scope of work.

## Bid Form

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**Bid Form submitted by:**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

In signing and submitting this Bid – I agree to the following:

- (1) I am fully informed relative to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid.
- (2) The Bid is being submitted without collusion with any other contractor.
- (3) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (4) Prices quoted include labor, materials, use of tools and construction equipment, administration, payroll and applicable sales tax, insurance, overhead and profit, permit and fees; all of which are necessary and appropriate to the proper and timely performance of work. Prices quoted are 'Turnkey' numbers.

Signature: \_\_\_\_\_



## Pricing

- ❖ Do not add taxes in pricing below.
- ❖ Include Bond Pricing in total below.

**Total Cafeteria Modification Bid**                      \$ \_\_\_\_\_

### LIST OF DOCUMENT ITEMS TO BE SUBMITTED WITH BID

1. List of qualifications to include (5) previous design-build projects completed of similar nature, company brochure, capabilities of company (trades in-house), (5) references.
2. Standard company insurance coverage limits for liability, car, property, and proof of workman's comp.
3. Safety record.

## **EVALUATION PROCESS:**

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

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

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

## **BASIS OF AWARD:**

The District will base its selection on the lowest responsible bid as required by the Pennsylvania Public School Code and any and all other relevant laws of the Commonwealth of Pennsylvania. **The District retains its right to reject any and all Bids for any reason and/or terminate the selection process at any time.**

The District will award a Contract for Services to the Applicant whose Bid is determined to be the most advantageous to the District based on the provisions of this Invitation for Bids. All factors, including price and qualifications, will be considered. Upon receipt of the Bids, the District will negotiate with one or more Applicants the final scope, terms, and conditions of a final Contract; and thereafter, will recommend the selected Applicant to the Board for approval and award of the Contract. A signed Contract shall constitute the Contract between the District and the Applicant.

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

A protest must include:

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

**Brownsville Area School District** (referred to herein as “District”)

\_\_\_\_\_ (referred to herein as “Vendor”)

\_\_\_\_\_ (title of contract: referred to herein as “Contract”)

#### **ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS**

The following provisions are required when District spends federal funds for any contract. Accordingly, except where stated not applicable, the following terms apply to the Contract because it is expected Vendor will be paid with such funds.

##### **(A) Vendor Violation or Breach of Contract Terms**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.

In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance with the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made. ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of Vendor

##### **(B) District Termination for Cause and for Convenience**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$10,000 must address Termination for Cause or for Convenience by the District, including the manner by which it will be effected and the basis for settlement.**

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

Does Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(C) Equal Employment Opportunity**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR Part 60-1.3, states that “federally assisted construction contract” means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

**The District has determined that the Contract is a federally assisted construction contract.**

**If the District has determined that the Contract is a federally assisted construction contract, does the Vendor agree to the above terms? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(D) Prevailing Wage Requirement for Construction Contracts**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, prime construction contracts for more than \$2,000 must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor regulations. Such contracts must also include a provision for compliance with the Copeland “Anti-Kickback Act,” 40 USC 3145, as supplemented by Department of Labor regulations.

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

**If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(E) Contract Work Hours and Safety Standards**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, construction contracts for more than \$100,000 must require compliance with the Contract Work Hours and Safety Standards Act, 40 USC 3701-3708, including requirements for payment of overtime and maintenance of safe working conditions.

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

**If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(F) Rights to Inventions Made Under Agreement**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, certain research contracts funded by federal grants are required to include provisions relating to inventions made by non-profit organizations and small business firms.

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

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

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$150,000 must require the Vendor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251- 1387.

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

**If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(H) Debarment and Suspension**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, a contract award (see 2 CFR 180.220) may not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

**Does Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(I) Byrd Anti-Lobbying Amendment**

Under CFR Part 200, and specifically § 200.327 and Appendix II, contractors that bid for an award exceeding \$100,000 must file certifications under 31 U.S.C. 1352. that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award. The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award.

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

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

**If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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

Under 2 CFR Part 200, and specifically § 200.321, the District and Vendor are required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

**Does the Vendor agree to the above terms? YES\_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(K) Domestic Preferences**

Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

**Does the Vendor agree to this term? YES\_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(L) Procurement of Recovered Materials**

Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

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

**If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(M) Bonding Requirements**

Under 2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:

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

b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.

c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

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

**If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(N) General Compliance and Cooperation**

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

**Does Vendor agree? YES, \_\_\_\_\_ Initials of Authorized Representative of vendor**

**Brownsville Area School District  
5 Falcon Drive  
Brownsville, PA 15417**

**TERMS AND CONDITIONS**

**BID DEPOSIT OF BID BOND**

A certified check or bid bond equal to and not less than 5% of the aggregate amount of the bid shall accompany each proposal. To allow for ease of return, when a certified check is provided, the check should be payable to the Brownsville School District and/or the submitting vendor as follows: "The Brownsville School District". The Certified Check should be payable to Brownsville School District. Bids submitted that do not meet deposit requirements shall be rejected.

**BID OPENING**

Sealed bids will be accepted until Wednesday, November 8<sup>th</sup>, 2023, at 2:00 pm. Bids must be stamped at the District Office of the Brownsville Area School District. Bids received after this date and time will not be accepted. Bids will be publicly opened and read aloud Wednesday, November 8<sup>th</sup>, 2023 at 2:30 pm in the High School Auditorium, Brownsville Area School District, 1 Falcon Drive, Brownsville, PA 15417.

**WITHDRAWAL OF BIDS BECAUSE OF ERROR MADE BY THE BIDDER**

A bidder should read all the specifications carefully. A bid may not be withdrawn because of mistakes or errors as it is the responsibility of the bidder to bid in accordance with the specifications.

**ABILITY TO PERFORM**

Upon request, any bidder for this contract shall furnish testimonials or evidence, in the form specified by the Director of Buildings and Grounds, indicating the financial status of the firm, prior experience, ability to perform, etc. No award shall be made to a bidder who fails to submit such testimonial or to a bidder whose testimonials are found to be untrue. Untrue statements or declarations made by the bidder will be sufficient cause for rejecting his bid and forfeiting his bid deposit. The Board of School Directors shall determine whether the evidence of ability to perform is satisfactory and shall make awards only when such evidence is deemed satisfactory. The right to reject bids for evidence submitted and deemed unsatisfactory is also reserved by the Board of School Directors.

**NOTICE OF AWARD**

Contracts will be awarded, and purchase orders issued within ninety (90) days after date established for opening of bids. All bids shall remain valid and acceptable for this length of time. This time may be extended by the mutual consent of the bidder and the Brownsville School District.



## **RETURN OF BID DEPOSIT OR BID BOND**

The Brownsville School District will return to contractors, persons, firms, or corporations the amount of their bid deposits when said bidders are not awarded a contract. The final bid deposit of the successful bidder shall be returned upon receipt of all items awarded in accordance with terms outlined in these specifications. The submission of the bid to the Brownsville School District will constitute the acceptance by the bidder of a ten per cent (10%) liquidated damage clause for imperfect performance or failure to perform according to the specifications.

## **TRANSFER OF CONTRACT RIGHTS**

The bidder agrees that if a Contract is awarded to him, he will not assign, transfer, or sublet it, or any part thereof, or any rights or privilege which may accrue to him, unless granted permission to do so in writing, by the Brownsville School District.

## **SUITS AND ACTIONS**

The bidder agrees that if awarded a Contract under these specifications, he will indemnify and hold harmless the Brownsville School District and all its representatives from all suits and actions of every nature brought against them growing out of any order or orders written or verbal, entered into between the Brownsville School District and the Bidder. Venue for any disputes shall be in the Court of Common Pleas of Fayette County, Pennsylvania.

## **FAILURE TO PERFORM AND TERMINATION**

If the School District cancels this contract because of failure by the contractor to comply with specifications, the contractor shall be liable for any excess in the costs by the District over that called for in the contract. This provision is in addition to and not a limitation of any other remedies of the District provided by the contract or by law.

## **LIABILITIES AND INSURANCE**

The contractor shall be responsible to the School District for all damages arising out of bodily injury including death, and for all physical damage and destruction to property resulting from the acts and/or omissions of all his employees and all subcontractors and suppliers, their agents and employees, and all other persons performing any of the work under a contract with the contractor.

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of, or result from, the contractor's operations under the contract, whether such operations be by himself, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone of whose acts any of them may be liable:

Claims under Workman's' Compensation, disability benefit and other similar employee benefits acts.

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and claims insured by usual personal injury.

Claims for damages because of bodily injury, sickness or disease or death, of any person other than his employees; and claims insured by usual personal injury liability coverage.  
and

Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

The insurance required by above, shall be written for not less than any limits of liability specified hereinafter, or required by law.

Certificates of Insurance acceptable to the School District shall be filed with the School District prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the District. Failure to deliver these certificates within fifteen (15) days of the effective date of the contract may result in cancellation.

The contractors Comprehensive General Liability Insurance required by above, shall be in an amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount, not less than \$1,000,000 on account of one occurrence. The contractors Property Damage Liability Insurance shall be in the amount not less than \$500,000 for any one accident subject to an aggregate of not less than \$1,000,000.

The contractor agrees to maintain a fidelity bond at his own expense on all of his employees in the amount of \$10,000 on each individual and \$10,000 on each loss; or the contractor, in lieu of fidelity bonds, agrees to bear any loss resulting from dishonest acts on the part of the contractor or his employees.

It shall be the responsibility of the contractor to provide any insurance that he deems necessary to protect his property while on School District premises.

## **FAMILIARITY WITH PROPOSED WORK**

Before submitting bids, it shall be the responsibility of all bidders to attend one **MANDATORY Site Visit**. It is the responsibility of the contractor, by careful personal examination, to satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials which will be required. By careful examination of the contract, the existing plans, the specifications, and all other documents and also data pertaining to the project and being in accord therewith, the contractor shall pre-determine the character of equipment and facilities needed, initially and during the prosecution of the work, the general and local conditions, and all other matters which in any way affect the work under this contract.

No verbal agreement or conversation with any officer, agent, or employee of the School District, either before or after execution of this contract shall affect or modify any of the terms or obligations herein contained.

## **SUPERVISION OF WORK**

The contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract.

Unless otherwise specifically noted, the contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

The contractor shall at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

The contractor shall employ only such foremen, superintendents, and workmen as are careful and competent and the School District may demand the removal of any person employed by the Contractor who shall be guilty of misconduct, or who neglects or refuses to comply with the directions given and such person shall not again be employed at the site of this contract without express written consent of the School District. Failure of the contractor to comply with these provisions shall be sufficient reason for the District to withhold all payments which are or may become due, or the Secretary or his representative may suspend the work until compliance with such orders is affected.

It will be the contractor's responsibility to protect all surrounding areas and items from damage. All clean-up required after work is completed will be done by the contractor. All debris will be completely removed from the job site. All areas will be left in a Broom Clean condition as found prior to starting work.

Permits may be required for construction, alterations, or additions. It will be the Contractors responsibility to check with local authorities as to the need for permits; provide all information, drawings, etc., required for such permits; secure and pay for such permits. The Contractor will also make arrangements for any inspections that may be required to secure final approvals and certificates as required. All Federal, State, and Local regulations, provisions or requirements must be met by the Contractor. Special attention will be given to the handling of hazardous materials and the disposal of hazardous waste as dictated by law.

## **BID GUARANTY**

All bids shall be accompanied by certified check or surety bid bond, in the amount of not less than five percent (5%) of the amount of the bid.

The School District shall, as soon as practicable, award the contract to the lowest responsible qualified bidder who shall deliver to the District before final execution of contract can be effected, a certified check or specific performance bond having as surety a surety company authorized to transact business in this Commonwealth, or two individual sureties approved by the Solicitor of the District, in the amount of 100% of the contract amount, as surety against defective or inferior materials or workmanship which may develop during the period of one (1) year from the date of total completion and acceptance of all work performed under the contract.

The awarded bidder shall also furnish a payment bond for labor and materials in the amount of 100% of the contract amount. This bond is to assure prompt payment by the contractor to his suppliers for labor and/or materials furnished to the contractor to complete the work.

The award is conditional on the contractors furnishing the above two (2) bonds which must be submitted to the District within 21 days from date of notification. The bonds will be retained until the project is completed and will not be returned.

### **COMPETENT WORKMEN**

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

### **HUMAN RELATIONS ACT**

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

### **STIPULATION AGAINST LIENS**

Successful bidder will be required to sign a stipulation against liens to be prepared and presented with the contract.

### **NO CASH ALLOWANCES**

No cash allowances for any purpose are included in the specifications of this project.

## **AHERA**

In order to comply with the Federal mandate regarding asbestos, each school District in the United States was required to develop a management plan. In order for you to be aware of the appropriate information regarding the building in which you will be working, please contact the Maintenance Director. A copy of the complete plan is available in the Superintendent's office.

All contractors must strictly comply to this plan and all AHERA regulation

## **PENNSYLVANIA PREVAILING WAGE RATES**

This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 422 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall 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 public work is performed, are made part of this specification.

(Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P)