DOWNINGTOWN AREA SCHOOL DISTRICT

STEM ACADEMY

ROOF RESTORATION AND REPAIRS

#2101

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDING

BIDDING PREPARATION:

Proposals will be received by the Board of School Directors of the Downingtown Area School District (“School District”), Downingtown, Pennsylvania, addressed to the attention of Chris Stefani at the Downingtown Area School District Administration Building, 540 Trestle Place, Downingtown, Pennsylvania 19335, until the day and hour set forth in the Invitation to Bid.

Each Contractor shall familiarize itself with the enclosed and/or referenced instructions, Scope of Work, and related contract documents (hereinafter referred to as the “bid documents”) and will be held responsible for full compliance with all requirements, if awarded the contract. All bid documents associated with this project are available on the School District’s website at www.dasd.org.

Only bids submitted on the forms provided will be considered. Changes and/or alterations to the forms or their contents are not permitted. All bids must be typed or printed in ink, signed by a duly authorized representation of the Contractor and submitted in a sealed envelope plainly marked with the RFP title. A completed, signed and notarized Non-Collusion Affidavit (copy attached) must be submitted with all bids.

The School District reserves the right to request an oral presentation prior to the awarding of the contract.

REVISION:

If it becomes necessary to revise any part of the bid documents, addenda will be provided to all prospective bidders via the School District’s website. Prospective bidders are directed to periodically check the School District’s website prior to submission of the bid. The bidder shall acknowledge receipt of all addenda distributed on their submitted bid form.

EXTENSION OF TIME TO OPEN BIDS:

If the School District determines that a response to inquiries or addenda is required, the time of bid opening may be extended by the School District.

BID WITHDRAWAL:
Bids must remain firm for a period of sixty (60) days from the date of bid opening after which they may be withdrawn at the option of the Contractor.

SCOPE OF WORK:

The Scope of Work for the instant project is published on the School District’s website and is incorporated herein. Each Contractor agrees and guarantees that the bids submitted and the items offered conform to the Scope of Work for the instant project; however, the final determination of whether or not they do rests solely with the Board of School Directors.

CONFLICTS OR DISCREPANCIES:

Should a bidder find conflicts or discrepancies in the bid documents, or should there be uncertainty as to the meaning or intent of any part thereof, or should there be conflicts between the bid documents and any applicable laws or regulations, the bidder must, not later than seven (7) days prior to the bid opening, request clarification from the School District via email to Chris Stefani, the Assistant to the Supervisor of Capital Projects, at cstefani@dasd.org. Failure to request clarification shall constitute a waiver of any claim by the bidder for expenses or damages incurred as a result of a later interpretation of the bid documents or Scope of Work by the School District.

Oral explanations and instructions will not be binding upon the School District; only written addenda are binding.

WORK TO BE COMPLETED

The work is to be done in accordance with the bid documents including the terms, conditions and limitations in this Request for Proposal, which shall become part of the Contract by incorporation. The work is publicly funded and must comply with all applicable local, state and federal laws, rules, and regulations. It is the responsibility of the bidder to determine what local, state and federal statutes and regulations will affect the work. Any costs of compliance with such shall be the responsibility of the bidder.

STEEL PRODUCTS

In accordance with the Pennsylvania Steel Products Procurement Act (73 P.S. § 1881 et seq.), any steel products to be used or supplied in the performance of the contract shall be “steel products” made in the United States as defined in the Act.

WAGES

For projects where the total estimated cost is $25,000 or less, Contractors shall employ only competent and first-class workmen and mechanics pursuant to 24 P.S. § 7-752. No workmen shall be regarded as competent, first-class except those who are duly skilled in their respective
branches of labor, and who shall be paid not less than such rates of wages paid to employees doing similar work in the area where the School District is located.

For all projects where the total estimated cost is greater than $25,000, all Contractors must pay their employees prevailing wages pursuant to 43 P.S. § 165-1 et seq. The School District has provided a statement of the prevailing wages in the area on its website.

EMPLOYMENT VERIFICATION:

All successful Contractors, and their subcontractors, must comply with the requirements of the Public Works Employment Verification Act, 43 P.S. §§ 167.1-167.11. All Contractors must submit the Public Works Employment Verification Form (“Form”), available at www.dgs.state.pa.us, to the School District as part of their bid packages. Submission of the Form with the bid package is a pre-condition to the award of a contract.

CLEARANCES:

Contractors and their employees working in or near facilities where children may be located will be required to provide the District with a required FBI and Pennsylvania Criminal Background Check, as well as a Pennsylvania Child Abuse Background Check, a PDE 6004 Arrest/Conviction Report as required by Act 24 & Act 82, and a Sexual Conduct/Abuse Disclosure Release as required by Act 168. Contractors should review the language in Appendix ‘B’ addressing clearances for all of the pertinent requirements.

ALTERNATIVES:

The various materials and products specified in the Scope of Work by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words “or alternatives of the quality necessary to meet the Scope of Work.” Alternative products or systems must be submitted five calendar days prior to the bid due date. A bid containing an approved alternative, which does not meet the Scope of Work, may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives, which do not meet the Scope of Work.

PRICES:

Pricing will be a firm-fixed lump sum contract with Contractor providing all labor, material and equipment necessary to accurately perform the work in accordance with the Scope of Work and final submittal of all reporting requirements as defined. Pricing is to be submitted by the Contractor as delineated within the Bid Form and shall remain firm for the duration of the project.
The Contractor shall include in its bid price the costs of developing and submitting any plans not included in the bid package that may be required by any agencies having regulatory jurisdiction in this project.

The Contractor shall also include in its bid the cost of any and all licenses as may be required by any agencies having regulatory jurisdiction in this project.

**BID BOND:**

Each bid must be accompanied by a certified check, or a Bid Bond, payable to the order of the Downingtown Area School District, in the amount of ten percent (10%) of the total bid submitted for the project. The Bid Bond must be issued by a corporate surety authorized to do business as a surety in Pennsylvania, in order to guarantee that the bidder will enter into a contract on the terms and conditions set forth herein, should the contract be awarded to the bidder. If the successful bidder shall default by failure to enter into a contract or failure to provide performance and payment bonds, the bidder shall be liable to the School District for the entire difference between the bid of the successful bidder and any higher amount for which the School District may contract for the project, together with any advertising, legal, and other expenses incurred by the School District by reason of the default. The bid bond and/or certified check required by this paragraph shall not constitute or be deemed to constitute a limitation of the bidder’s liability to the School District or the School District’s rights hereunder, or a penalty or liquidated damages sum, or an exclusive remedy of the School District.

**PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS:**

The successful bidder shall be required to furnish performance and labor and material payment bonds, each in an amount equal to the total bid submitted for the project, on forms as required by the School District. Said bonds shall be furnished within seven (7) days of the awarding of the contract. They must be issued by a corporate surety authorized to do business as a surety in Pennsylvania and in a format acceptable to the School District.

Each bidder shall provide with their bid at the time of its submission to the School District a written consent from its surety indicating that the surety has agreed to furnish a performance bond and a labor and material payment bond, each in the amount of the total bid submitted, in the event the bidder is awarded the contract.

**TAX EXEMPTIONS:**

The School District is exempt from federal excise and state sales taxes. Pursuant to 72 P.S. § 7204(57), Contractors are exempt from paying sales tax on the purchase of “building machinery and equipment” that will be transferred to the School District in conjunction with a construction contract.
COSTS:

The School District is not liable for any costs or expenses incurred by the bidders.

CLERICAL ERRORS:

Bidders will be responsible for the accuracy of their quotes. Amounts listed will be accepted as a firm quote, and no subsequent corrections on the part of the bidder will be accepted. Notwithstanding anything herein, the School District reserves the right, in its sole discretion, to waive any irregularities in the bids and/or in the bidding.

BID ACCEPTANCE/REJECTION/WAIVER:

Award will be made to the lowest responsive and responsible bidder on the base bid or any combination of base bid, unit prices and alternates or any combination of base bids, unit prices and alternatives for several contracts, if applicable.

The Board of School Directors reserves the right to reject any or all bids or any part of any bid for any reason, including but not limited to: omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, defects related to the performance and payment bonds or irregularities of any kind. The School District reserves the right to re-bid all or part of this project at a later date.

The Board of School Directors further reserves the right, in its sole discretion, to waive any irregularities or clerical errors in the bids and/or in the bidding process as it may deem to be in the best interest of the School District and to be in accordance with applicable law.

EVIDENCE OF RESPONSIBILITY:

Upon request, Contractors must be able to furnish information in writing that they maintain a permanent place of business; have all required business licenses, have adequate equipment, finances, and personnel; and are authorized dealers capable of providing the necessary services and warranties for the items they propose to furnish. Contractors shall submit with their bid a completed and signed AIA-305 Contractor Qualification Statement.

PRODUCT ACCEPTANCE/REJECTION:

The Board of School Directors reserves the right to reject any product, article, supply, material or work offered or furnished which, in its sole opinion, is not in strict compliance with the Scope of Work incorporated herein. Neither acceptance of delivery nor payment of invoice shall be construed as acceptance of the Work, product or service. All Work, products, articles, supplies, or materials so rejected shall be immediately removed from the School District’s premises at the Contractor’s expense.
INVOICING:

Terms for this project are NET 45 after delivery, inspection and acceptance of the satisfactorily completed work or approved equipment. Application for payment may be made monthly upon full and satisfactory completion of the Work, permits, inspections, punch lists, submittals, and documentation as required by the Owner, designated engineering consultants and any governmental or regulatory agencies.

AWARD OF CONTRACT:

Award will be to a single Contractor for all of the product, article, supply, material or Work set forth in these Scope of Work. Pricing is to be submitted as detailed within the Bid Form. Prices will be firm-fixed lump sum pricing for all the labor and equipment necessary to accurately perform the scope of work in accordance with the Scope of Work, and final submittal of all defined reporting requirements. The Contractor agrees that the obligations of the Contractor are not assignable, nor capable of being fulfilled by anyone other than the Contractor unless written permission is provided by the Board of School Directors. All conditions set forth in the bid proposal become an integral part of the Contract awarded.

CONTRACT FORM

By submitting a bid in response to this Request for Proposal, Contractor agrees and acknowledges that it will be required to enter into a contract with the School District in the form attached hereto, which is incorporated into this Request for Proposal. Contractors should carefully review the contract attached as Appendix A prior to submitting their bid.

WARRANTY:

By submitting a response to the bid documents, the Contractor warrantees all of the materials and Work provided under the Contract for a period of one year, except where manufacturer’s warranties or the warranty period stated in the Scope of Work is longer.

EQUIPMENT AND MATERIALS:

The successful bidder shall warrant that all equipment and/or materials delivered in connection with the contract shall be new, of good quality, ready for use, and that said equipment and/or materials are fit for the School District’s intended purposes. The School District shall be entitled to the benefit of all warranties by the manufacturer of the equipment and/or materials, even those warranties that exceed the minimum standards otherwise set forth herein.

INSURANCE:

Prior to starting any services, the awarded Contractor must submit current and satisfactory insurance certificates for General Liability, Workers Compensation, and Employers’ Liability in
the amounts set forth in the attached Appendix ‘C’. Such certificates must be provided for the Contractor and any sub-Contractors identified in the Contractor’s bid. Limits are subject to review upon submission. Other types of insurance coverage may also be required prior to commencement of work. All policies must be issued by a company licensed to offer insurance in Pennsylvania, and with a Best rating of A- or better. Prior to beginning the actual work, the Contractor must provide an insurance certificate indicating the School District is specifically covered under the policies for the work to be performed.

GOVERNING LAW:

The contract will be governed by and construed in accordance with the laws of Pennsylvania.

CONCURRENCE:

The undersigned Contractor hereby certifies to having read all instructions and conditions as set forth herein and in all documents referenced and/or incorporated herein, including all Contract Documents as defined in the Contract, and agrees to comply with the same, without exception.

SCHEDULE:

An award is anticipated at the May 2021 Board of School Director’s meeting and is subject to the Board of School Directors’ final approval. Contractors are to submit a plan or schedule with their proposals detailing estimated time frames and manpower loadings for completion of the specified scope of work.

SITE ACCESS:

Access to the School District’s property shall be limited to 7:00 AM to 4:00 PM, Monday through Friday, except by special arrangement with the School District. All work shall be done so as not to interfere with school activities.
SUB-CONTRACTORS:

The Contractor must list and identify any third party participants (Sub-Contractors) and explain their participation in performing the Work under the Contract. NOTE: third party participants are applicable to the same insurance requirements as the Contractor.

PROPOSED SUBCONTRACTOR | SCOPE OF WORK | CONTACT/TELEPHONE
--- | --- | ---
(1) | | |
(2) | | |
(3) | | |

If any additional Sub-Contractors will be utilized, provide the information requested above on a separate sheet of paper.

REFERENCES:

Contractor is required to submit a minimum of three (3) references with locations and point of contacts for which a similar scope of work was performed. List the names of at least three business references (preferably other school districts) where you have performed a similar scope of work:

SCHOOL/COMPANY | CONTACT PERSON | TELEPHONE NO.
--- | --- | ---
(1) | | |
(2) | | |
(3) | | |
AUTHORIZATION:

By signing below, the individual personally covenants and warrants that they are duly authorized to submit this bid on behalf of the identified Contractor by all necessary authority, resolutions or actions.

NAME OF CONTRACTOR ____________________________________________
ADDRESS _______________________________________________________
_______________________________________________________________
AUTHORIZED SIGNATURE _________________________________________
DATE __________________________________________________________
TITLE __________________________________________________________
CONTACT PERSON _______________________________________________
(please print)
TELEPHONE NUMBER _____________________________________________
FAX NUMBER ___________________________________________________
EMAIL ADDRESS __________________________________________________
GENERAL SCOPE OF WORK

The Downingtown Area School District is seeking proposals for all work associated with Roof Restoration and Repairs at the STEM Academy. Contractor shall be responsible for taking field measurements and surveys, as may be required, to insure proper fit. Contractor shall be responsible for all debris removal and disposal. The work is to be done in accordance with any attached documents and drawings, and is subject to all of the terms, conditions, limitations and exclusions of the contract, included the terms, conditions and limitations in this Request for Proposal, which shall be part of the contract by incorporation, and as follows:

1. The work is publicly funded and must comply with all applicable local, state and federal laws, rules, and regulations. It is the responsibility of the bidder to determine what local, state and federal statutes and regulations will affect the work. Any costs of compliance with such shall be the responsibility of the bidder. The Pennsylvania Department of Labor & Industry Prevailing Wage Act regulations and requirements are applicable to this project for any bids in excess of $25,000.

2. In accordance with the Pennsylvania Steel Products Procurement Act (73 P.S. § 1881 et seq.), any steel products to be used or supplied in the performance of the contract shall be “steel products” made in the United States as defined in the Act.

3. Application for payment may be made monthly upon full and satisfactory completion of the Work, permits, inspections, punch lists, submittals, and documentation as required by the Owner, designated engineering consultants and any governmental or regulatory agencies.

4. Contractors and their employees working in or near facilities where children may be located will be required to provide the District with a required FBI and Pennsylvania Criminal Background Checks, as well as a Pennsylvania Child Abuse Background Check, completion of the PDE-6004 form under Act 24 of 2011 and Act 82 of 2012, and completion of the Sexual Misconduct/Abuse Disclosure Release pursuant to Act 168 of 2014.

5. Completion of the work includes the submission of all required documentation to the Owner, consulting engineers and any governmental or regulatory agencies.

6. The Contractor is required to obtain any and all local, state or federal permits or licenses. Permit costs are to be included in the Contractor’s bid.

7. The Contractor shall perform the work so as to comply with all environmental regulations.

8. The Contractor shall perform all work using qualified personnel, and the District reserves the exclusive right to reject and refuse to make payment for any work that, in the sole opinion of the Supervisor of Capital Projects and/or its architectural and/or engineering consultants, is not of a quality nature and/or not in compliance with any applicable regulation or permit.
9. Should the Contractor become aware of any hazardous materials requiring special permitting/disposal, he/she should immediately contact the Supervisor of Capital Projects.

10. Material Safety Data Sheets are required for all hazardous and toxic substances, and must be presented to the Supervisor of Capital Projects before such substances are delivered to School District property.

11. The Contractor must do all work safely and strictly follow OSHA regulations at all times.

12. The Contractor is to schedule work so as not to interfere with traffic on the adjoining roads. No large equipment shall be operated in the immediate vicinity of student crosswalk or bus loading and unloading operations.

13. All School District facilities are smoke-free. No smoking or other use of tobacco products is allowed on any property owned by the School District. The Contractor will take the necessary steps to ensure that all employees, including employees of all sub-Contractors comply with this smoke-free policy.

14. The Contractor must include current insurance certificates with this RFP response for both the prime and any Sub-Contractors. Prior to beginning the actual work, the Contractor must provide an insurance certificate indicating the District is specifically covered under their policy for the work to be performed.

15. The Contractor shall employ only properly trained, licensed, certified, skilled personnel to perform the above work and they shall be paid prevailing wage, if applicable.

16. The Contractor will take precautions to minimize the damage to the ground, sidewalks, roofs, driveways and adjoining surfaces and will restore any damage to its original condition.

17. The Contractor will properly restore any disturbed grass areas including but not limited to reseeding with perennial ryegrass approved by the District and stabilized to prevent erosion.

18. Damaged sidewalks shall be removed and replaced with equivalent concrete and shall be finished and have expansion joints so as to match the existing sidewalk.

19. Damaged asphalt pavement shall be removed and replaced with equivalent material and shall be finished to as to match the existing substrate and finish.

20. The Contractor shall protect the building roof and adjacent walls and shall be responsible for the cost of repairs to same should its work cause damage to these structures.

21. The Contractor and his/her employees may not go in any part of the school building or property not directly associated with the contracted work.
22. The School District reserves the exclusive right to deny access to School District property to any Contractor, Sub-Contractor, or their employees who do not have Background Checks that the District, in its sole opinion, believes to be satisfactory. Security clearance requirements are attached.

23. The Contractor must have an English speaking site supervisor/lead person in charge of the Contractor’s work force at all times who is authorized by the Contractor to take care of all matters on its behalf immediately.

24. The Contractor will agree to make the supervisor and staff available to the School District for community-related inquiries upon notice and request of the School District.

25. The School District shall have unrestricted authority to reproduce, distribute, and use any submitted report, survey, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered as part of the performance of the contract.

26. No part of any work performed under this contract may be sub-contracted to other Contractors or individuals not included in the initial response to this RFP, without the prior written approval of the School District.

27. The Contractor is to closely coordinate all work with the School District’s Facilities Department and no work shall begin until specifically authorized by the Supervisor of Capital Projects.

28. The Contractor must provide its own tools, personal protective equipment, power equipment, cranes, trucks, etc. as needed to safely perform the above work.

29. The Contractor shall include in its bid price the costs of developing and submitting any plans not included in the bid package that may be required by any agencies having regulatory jurisdiction in this project.

30. The Contractor shall provide toilet facilities for its personnel; use of School District toilet facilities is prohibited.

31. The Contractor shall include in its bid the cost of any and all licenses and permits as may be required by any agencies having regulatory jurisdiction in this project.

32. The Contractor shall be responsible for any and all administrative and court costs or fines associated with failing to comply with any local, state or federal permits, laws and regulations associated with the execution of this project.

33. It is understood that the Contractor is an independent Contractor and not an officer, agent, or employee of the School District while complying with the terms and conditions of the contract.
34. The Contractor shall supply the District with a copy of all final and approved plans and permits associated with this project, prior to beginning any work.

35. The job site must be left in a same safe and orderly fashion as it was found. The Contractor shall carefully document the condition of the existing work site and ensure that everything is restored to its original pre-work condition.

36. Bidders shall include the cost of traffic barriers, temporary fencing and protective barricades that will be required to remain in place during performance of this work.

37. The General Conditions for this contract shall be AIA Document A201-2007, *General Conditions of the Contract for Construction*, as modified by this GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDING and any Supplementary General Conditions that may be issued.

Requests for clarifications and/or site visits should be directed to Chris Stefani: Cell- 484-364-1519, or cstefani@dasd.org.
NON-COLLUSION AFFIDAVIT

State of ________________________________

County of ________________________________

I state that I am ________________________________ of ________________________________

(Name and Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors
and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I warrant, certify and state that:

(1) The price(s) and amount of this bid have been arrived at independently and without
consultation, communication or agreement with any other Contractor or potential Contractor.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor
approximate amount of this bid, have been disclosed to any other firm or person who is a
Contractor of potential Contractor, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from
bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally
high or noncompetitive bid or other form of complementary bid.

(4) My firm’s bid is made in good faith and not pursuant to any agreement of discussion with,
or inducement from, any firms or persons to submit a complementary or other noncompetitive
bid.

(5) ________________________________ (Name of Firm), its affiliates, subsidiaries,
officers, directors and employees are not currently under investigation by any governmental
agency and have not in the last three years been convicted or found liable for any act
prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with
respect to bidding on any public contract, except as follows:

I state that ________________________________ (Name of Firm) understands and
acknowledges that the above representatives are material and important, and will be relied on
by the Downingtown Area School District in awarding the contract(s) for which this is
submitted. I understand and my firm understands that any misstatement in this affidavit is and
shall be treated as fraudulent concealment from the Downingtown Area School District of the
true facts relating to the submission of bids for this contract.

________________________________________

(Signature)

________________________________________

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS ___________ DAY OF ___________, 20_____.

GENERAL INSTRUCTIONS AND CONDITIONS FOR BIDDING GC - 14
APPENDIX A: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:
Refer to Attached 2007 AIA 201 Standard Form of Agreement between Owner and Contractor