



REQUEST FOR BID



DRAINAGE AND SEALING BASEMENT WALL PROJECT

**UNION CITY AREA SCHOOL DISTRICT
107 CONCORD STREET
UNION CITY, PA. 16438**

August 2019

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Union City Area School District

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Dear Vendor,

You are invited to submit a reply to this Request for Bid (RFB) for Drainage and Sealing Basement Wall Project capable of meeting or exceeding the specifications contained herein.

All bids must be received in the Administration Office, 107 Concord St. Union City, PA 16438 by 3:00 p.m. Monday, September 2, 2019. Bid opening will be at that time in the Administration Office – 107 Concord St. Union City, PA 16438.

It is the responsibility of the bidder to familiarize itself with the requirements of the School District to ensure the proper bid is submitted. All potential bidders are invited to tour the work site, if desired, appointments for our tour can be scheduled by calling Steve Thompson Facilities Manager at 814-438-3804, ext. 5462.

Any questions regarding this RFB may be directed Steve Thompson, Facilities Manager.

II. INSTRUCTIONS AND INFORMATION TO BIDDERS

1. **PREPARATION OF BIDS**

- A. All bids must be submitted on the attached set of forms supplied to you. Sheets of the one set supplied must be returned when bidding. Please copy these for your records.
- B. Put your company name on all sheets by some satisfactory means (stamp, label, etc.).
- C. All bids must indicate a firm name and the cover sheet signed by a responsible person.
- D. Time of delivery is part of the bid and must be adhered to unless qualified by the bidder.
- E. Specifications used are intended to be open and non-restrictive.

2. **SUBMITTAL OF BID**

All bids must be delivered to the School District at the address shown no later than the time specified in the cover letter. Any bid received after that will not be opened by the District. The District will not be responsible for mail delay.

Bids are to be submitted in a sealed envelope bearing your name and plainly marked. All bids must be submitted on the Bid Price Reply Form.

3. **TAXES**

The School District is exempt from Federal excise taxes.

4. **CHARGES AND EXTRAS**

All prices are to be firm net prices and are to be FOB destination, including charges for delivery and placement.

5. **RECEIVING HOURS**

All shipments to the specified destination shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, unless a school holiday.

6. **COMPLIANCE WITH BID REQUIREMENTS**

Any inability to comply with the conditions and specifications as outlined must be clearly stated in your bid.

7. **AWARD**

- A. The award of bid shall be made to the lowest responsible bidder complying with all requirements of the specifications.
- B. **CONTRACT:** The request for bid, the bidder's response and a purchase order and its attachments when received by the successful bidder shall constitute (1) a binding contract on the terms set forth therein and (2) the entire contract, and is to be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania.
- C. Bidders agree that their bids are subject to acceptance within 60 days after opening, unless otherwise stipulated in the bid.
- D. If Pennsylvania Department of Education approval is required pursuant to Department of Education regulations, the award of the bid will be finalized only after such approval.
- E. The School District may accept or reject any or all bids.

8. **COMPLIANCE WITH LAWS**

- A. The property or services furnished must comply with all applicable Federal, State and local laws, codes and regulations.
- B. Bidders must be required to submit a Non-Collusion Affidavit with their bids in accordance with Pennsylvania Antibid-Rigging Act.
- C. All items that are applicable to the Pennsylvania Right-to-Know Law will include the proper labeling statement clearly marked and will submit a Material Safety Data Sheet to Director of Purchasing at the School District.
- D. The successful bidder and all subcontractors are expected to understand the Pennsylvania Prevailing Wage Act and the regulations issued thereto and must comply with all provisions and regulations when applicable.

9. **REFERENCES**

The bidder must submit a list of at least three user references upon request of the District.

10. **DEFAULT**

In the event any property or service furnished by the bidder under a contract or purchase order should for any reason not conform to the specifications contained herein, the School District may reject such property or service. In such event, the Business Manager shall instruct the bidder to remove any rejected property without expense to the School District and replace it with such property as conforms to the specifications and/or provide additional or alternative services that conform to the specifications.

The successful bidder must adhere to the completion date in the specifications and should anticipate and prepare for normal delays.

Should the bidder default in the performance of the foregoing paragraph, the School District may procure such property or services from other sources in any manner provided by law and shall have the absolute right to deduct from any monies due to the bidder, the difference between the contract price and the actual cost of the property or services to be replaced or substituted.

11. **RIGHTS AND REMEDIES**

The rights and remedies of the School District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under contract.

12. **BIDDERS EVIDENCE OF RESPONSIBILITY**

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the items offered satisfactorily and expeditiously and extend proper warranties for items.

13. **INVOICING/BILLING/PAYMENT**

Invoices must be rendered for each individual purchase order and should be submitted to the School District. Payment will be made within 30 days of the satisfactory completion of the project.

14. **INSURANCE COVERAGE:** The following insurance coverage will be required of the successful bidder.

- A. Workers' Compensation
- B. Comprehensive public liability in the sum of \$1,000,000 for each accident, including contract liability. Such shall be endorsed with a hold harmless clause in favor of the Board of the School District, its officer, members and employees.
- C. Property damage in the amount of \$100,000.

- D. Automobile and truck insurance in an amount not less than \$1,000,000 on account of any one accident, and property damage in an amount not less than \$100,000.

A Certificate of Insurance shall be furnished to the Board showing the insurance coverage required above, prior to the beginning of the project. The Contractor shall assume full responsibility for loss of life, property, injuries to persons, including all employees of the Contractor or Subcontractors.

All policies shall be issued by insurance companies authorized to conduct such business under the laws of the Commonwealth of Pennsylvania.

No charge shall be allowed for federal, state or municipal sales or excise taxes, for which the School District is exempt by law. Exemption certificates, if required, will be furnished on forms provided by the School District.

When a catalog reference follows the description of an item, such reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded only as a part of the description of the item and not intended to limit competition. Items offered by the bidder other than those specified must be equal in all respects to those referred by the catalog item. Should the bidder quote an alternate, complete specifications of the alternate must be provided and it is the responsibility of the bidder to establish the equality of the material offered.

In the event that the successful bidder should neglect or refuse to furnish or deliver any articles or any service or part thereof, or fail to complete the system as specified, the School District is authorized and empowered to purchase the materials or service in conformity with this specification and from such parties and in such manner as it shall select, at the expense of the successful bidder, or to cancel the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the School District.

15. **LABOR AND WAGE REGULATIONS:**

Contractors and subcontractors employed upon this the work of the contract are required to conform to the Labor Laws of the Commonwealth of Pennsylvania and to all laws, Ordinances and Legal Requirements applicable thereto.

In addition to the General Requirements previously stated, the following section of the Pennsylvania Public School Code of 1949 will be incorporated as part of the requirements of this bid.

Applicable Sections of the School Code which must be complied with include:

Section 752: Contracts to Require Competent Workmen

Section 754: Contracts to Provide for Resident Workmen; Penalty

Section 755: Contracts to Prohibit Discrimination Against Race, Creed, or

Color; Penalty

Other Acts and Laws Applicable to Contract with which familiarity and appropriate compliance is expected:

Human Relations Act #222 As Amended and the Regulations of the Pennsylvania Human Relations Commission

Act No. 3 of 1978: Provision for the use of steel and steel products made in the United States.

THE FOLLOWING CLEARANCES MUST BE RECEIVED IN THE DISTRICT ADMINISTRATION OFFICE FOR ALL WORKERS BEFORE ANY WORK ON THE PROJECT BEGINS:

ACT 34 – REQUEST FOR CRIMINAL RECORD CHECK

**ACT 151 – PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE
FBI FEDERAL CRIMINAL HISTORY RECORD
(FBI FINGERPRINT CHECK)**

(Forms for these clearances can be obtained in the District Administration Office)

16. PROTECTION OF ENVIRONMENT AND PUBLIC NATURAL RESOURCES

Pursuant to 53 P.S. Section 1611, the successful bidder and all subcontractors under him or her must, with respect to the project, comply with those provisions of federal and state statutes and those rules and regulations which deal with the prevention of environmental pollution and the preservation of public natural resources. The successful bidder shall fully comply with 53 P.S. Section 1611 and shall fully review and comply with the provisions of all federal and state statutes and all rules and regulations which deal with the prevention of environmental pollution, the protection of the environment, and the preservation of public natural resources. The successful bidder shall ensure compliance by all subcontractors under him or her of all federal and state statutes and all rules and regulations which deal with the prevention of environmental pollution, the protection of the environment, and the preservation of public natural resources. The successful bidder shall include in his or her bid price the cost of complying with the provisions of all existing federal and state statutes and all existing rules and regulations which deal with the prevention of environmental pollution, the protection of the environment, and the preservation of public natural resources as they relate to the project. No separate additional payment will be made for such compliance.

17. FAMILIARITY WITH PROPOSED WORK

All contracts will be awarded by the School District with the understanding that the successful bidder, prior to the submission of his or her bid, has acquainted himself or herself thoroughly with the requirements and conditions of the project and all of the

requirements of the contract. Failure to do so will not relieve the successful bidder of his or her obligation to furnish all materials and labor necessary to carry out the provision of his or her contract with the School District. The successful bidder shall not, at any time after the submission of his or her bid, set forth any claims based upon insufficient data or incorrectly assumed conditions, nor shall he or she claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the contract and he or she assumes all risks resulting from any changes in the conditions which may occur during the progress of this work.

18. **GUARANTEE**

All work shall be guaranteed for a period of one (1) year from the date of completion against faulty material and workmanship unless a longer period is required in the specifications. The successful bidder will further provide a written guarantee that the installation of any item was in compliance with the manufacturer's recommended installation procedure.

19. **INDEMNIFICATION**

The successful bidder/contractor agrees to hold harmless and indemnify the School District, its officers, its agents and its employees from every claim or demand which may be made by reason of:

A. Any injury to persons employed by the successful bidder/contractor or to the successful bidder/contractor's association, proprietorship, or other entity, employed either directly or indirectly by the successful bidder/contractor upon or in connection with its performance under its contract with the School District however caused; and

B. Any injury to persons or property sustained by any person, partnership, corporation, association, proprietorship, or other entity caused by any act, neglect, default, or omission by the successful bidder/contractor, any subcontractor of the successful bidder/contractor or of any person, partnership, proprietorship, association or corporation either directly or indirectly employed by either the successful bidder/contractor or any subcontractor of the successful bidder/contractor upon or in connection with the successful bidder/contractor's performance of its contract with the School District.

20. **INDEPENDENT CONTRACTOR**

A. The personnel furnished by the successful bidder/contractor to perform the contract shall be employees of the contractor and the contractor shall pay all salaries; wages; Social Security, federal, state, and local taxes; unemployment insurance and workers' compensation insurance benefits relating to such employees.

B. It is expressly understood that the successful bidder/contractor, while engaged in the performance of its contract with the School District and in compliance with any and all terms and conditions stated therein, is an independent contractor and is not an officer, agent or employee of the School District.

21. **STANDARD OF QUALITY**

The bidders will submit their bids for the items as specified in the plans and specifications. The bidders will not be permitted to submit bids for items that do not meet nor satisfy the specifications set forth in the plans.

22. **INSPECTIONS**

All work performed by the successful bidder and all items furnished by the successful bidder shall be at all times subject to inspection by the School District or its duly authorized representatives.

23. **DISCRIMINATION PROHIBITED**

According to 62 Pa. C.S.A. § 3701, the contractor agrees that:

- A. 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 shall 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.
- B. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
- C. The contract may be canceled or terminated by the School District, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

24. **HUMAN RELATIONS ACT**

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

25. **CONDITIONS OR PAYMENT OF WAGES**

COMPETENT WORKMEN:

According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics.

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 or organized labor in doing of similar work in the is

work in the district where work is being done.

III. SPECIFICATIONS

Drainage repair on East Wall by Auxiliary gym

Option #1

- Expose 200 LF of the East wall by the Auxiliary gym
- Clean the exposed wall
- Reinforce the exposed wall with mortar quick wall
- Pressure seal the exposed wall with rubberized tar
- Install French Drain on footer with SDR 35 Perforated pipe, 4" diameter and bed it in District supplied stone, (roof ballast), Stone backfill should be at least 12" wide and extend to 12" below finish grade.
- Compacted backfill with 95% modified Proctor
- Tie all French drains into one 4" pipe going to catch basin in Administration parking lot
- Install solid 4" minimum of schedule 40 pipe in parking lot to catch basin
- Backfill and compact level with existing parking lot with 4" of crushed limestone, (parking lot)
- Install one French drain 1.5 ft deep along the 200 LF wall and install District supplied stone, to top grade
- Seed grass areas that were disturbed

Option #2

- Expose 200 LF of the East wall by the Auxiliary gym
- Clean exposed wall
- Seal the exposed wall with mortar quick wall
- Pressure seal the exposed wall with rubberized tar
- Install French Drain on footer with SDR 35 Perforated pipe, 4" diameter
- Back fill with provided stone to surface, (our roof ballast)
- Tie all french drains into one 4" pipe going to catch basin in Administration parking lot
- Install solid 4" minimum of schedule 40 pipe in parking lot to catch basin
- Backfill and compact level with existing parking lot with 4" of crushed limestone, (parking lot)
- Seed grass areas that were disturbed.

Contractor Option: use MiraClay and MirDrain 6200 or equivalent in lieu of mortar quick wall and rubberized tar.

IV.

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

State of _____) ss.

County of _____)

_____ being first duly sworn, deposes

and says:

That he is the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Union City Area School District or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if the bidder is an individual;

Partner, if the bidder is a partnership;

Officer, if the bidder is a corporation

Subscribed and Sworn To Before Me This

Day of _____, 20____

My Commission Expires _____, 20____

VI. SIGNATURE FORM/BID PRICE REPLY FORM

Tara Lineman:
UNION CITY AREA SCHOOL DISTRICT
107 CONCORD STREET
UNION CITY, PA. 16438

Dear Mrs. Lineman:

In compliance with your Request for Bid, we hereby agree to furnish to the Union City Area School District any or all of the items contained within this bid for which we have supplied quotations.

This bid is subject to all terms, conditions, and specifications listed in Request for Bid.

Respectfully submitted:

Firm Name

By (authorized name - printed)

Date

By (authorized name - signed)

Title

Address

City/State/Zip

Telephone

Total Bid Option 1: \$ _____

Total Bid Option 2: \$ _____

VII. VENDOR CHECKLIST

Have you enclosed the following attachments with your bid response?

YES NO

- 1) Completed copy of the Non-Collusion Affidavit? (IV)
- 2) Completed copy of the Public Works Employment Verification Form? (V)
- 3) Completed Signature Form/Bid Reply? (VI)