

SMETHPORT AREA SCHOOL DISTRICT
REQUEST FOR SEALED BIDS
for Smethport Area School District Energy Recovery Ventilator

Response Deadline: **October 1, 2024**

1.0 INTRODUCTION

1.1 Smethport Area School District issues this Request for Sealed Bids (“RFB”) for replacement of 2 energy recovery ventilators in the Elementary School. The successful vendor must meet all the criteria for the bid to be considered a Qualified Bid.

1.2 **Project details (the “Elementary School – ERV Replacement”)**

- Please see appendix A for further Details
- The District recommends each interested party schedule a time to review the project prior to submission of a bid. Please contact the Administration Office at 814-887-5543 to schedule a time to review.
- The project and billing must be completed by June 30, 2025.

1.3 **Issuing Officer and Technical Contact for Questions and Information**

Issuing Officer
Jeff Wagner
Business Manager
Smethport Area School District
jwagner@smethportschools.com
814-887-5543

1.4 Prospective Vendors must direct and confine all inquiries and communications concerning this procurement to the Issuing Officer, and correspondence should be made via e-mail. Although there is no due date for questions, the District encourages prospective vendors to submit any questions they may have as soon as possible. Questions should include “**Elementary School – ERV Replacement**” in the subject line to ensure that the issuing officer identifies the e-mail as relating to this procurement.

1.5 If the RFB was downloaded from a website link, vendors are responsible for periodically monitoring the website for any updates relating to this RFB.

1.6 Once complete a hard copy must be delivered to the Smethport Area School District Business Office at 414 South Mechanic Street, Smethport, PA 16749 by **October 1, 2024 by 2:00 PM**. 2 copies must be identical and be labeled, “**Elementary School – ERV Replacement**”. All required vendor information, certifications and attachments must be included with the bid.

1.7 There will be a public bid opening on October 1, 2024 at 2:00 PM.

1.8 District intends to select the successful vendor and have the final contract presented to the school board at the October 14, 2024 meeting.

- 1.9 The District will review the bids for compliance with the procedural requirements set forth in Section 4.0 and may reject any bid that materially fails to comply.
- 1.10 The District reserves the right to ask clarifying questions of vendors and to request best and final offers upon review of initial bids.
- 1.11 The successful bidder(s) will be advised of selection by the Issuing Officer through the issuance of a notification of intention to recommend award via e-mail. Any notification of the selection of the successful bidder shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement that is approved by the school board. Unsuccessful bidders also will be notified via e-mail.
- 1.12 All personnel (contractors and subcontractors) that will be working on this project in the schools must observe all security and safety procedures of each school facility and must secure all record checks required by Pennsylvania law, which include 24 P.S. §1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, *et. seq.* and 23 Pa.C.S.A. §6301, *et. seq.*

On-site work at the school sites cannot commence until the provider has obtained all relevant certifications, licenses, permits, and/or required qualifications for its workers and has presented required documentation for the personnel to work in the District's locations.

- 1.13 The District is exempt from Pennsylvania Sales and Use Tax and has other federal and state tax exemptions afforded to public school entities and/or similar political subdivisions. This notice shall serve to satisfy any notification required by the provider as to these tax exemptions. vendors must ensure that their cost bids specifically include all applicable taxes, fees, and surcharges from which the District is not exempt, or that is imposed or assessed by vendor, as required in Appendix A.

1.14 Reasons for Disqualification of Bids

If any of the following conditions occur, the vendor's bid is automatically disqualified from being evaluated.

- 1.14.1 Vendor's bid is submitted after the response deadline.
- 1.14.2 Vendor is not authorized to do business in Pennsylvania.
- 1.14.3 Vendor has not been in business for at least 5 years performing services or furnishing equipment required in the bid.
- 1.14.4 Vendor cannot provide all equipment and services listed in Appendix A unless otherwise noted in this RFB that separate contracts may be awarded for subsets of equipment and/or services.
- 1.14.5 Vendor did not make a site visit walk through prior to bidding.
- 1.14.6 Vendor fails to comply with the bid specifications and/or the requirements of this RFB.

2.0 SCOPE OF SERVICES REQUESTED IN THIS REQUEST FOR BID

Equipment Purchase and Equipment Warranties

- 2.1 Included in this bid is Appendix A, which itemizes the quantity, model, and description of each component or service included in this procurement. Bids must include Appendix A, completed in the exact format as Appendix A with all required information.
- 2.2 Bids are requested that are turn-key, comprehensive solution that addresses all requirements set forth in Appendix A.

3.0 CONDITIONS, CONTRACT, AND BILLING

- 3.1 Subcontractors must be identified in the bid. If the successful vendor would like to use additional subcontractors that were not identified in the bid/contract, specific approval must be granted in writing by the District.
- 3.2 The School District reserves the right to waive any and all defects and informalities in the bid submission process and to reject any and all bid submissions if considered to be in the best interest of the School District to do so. The judgement of the School District on such matters shall be final. By the submission of a bid, the bidder agrees that in the event its bid is rejected by the District for any reason and such rejection is contested by the bidder through the commencement of legal proceedings, whether in law or in equity, the District shall be entitled to an award of reasonable attorney's fees and costs if the District's rejection of the bid is upheld, affirmed, or otherwise not set aside.
- 3.3 The District also reserves the right to:
 - Amend, modify, cancel this RFB, or reject all bids and not award any contract.
 - Modify or add to the requirements contained in this RFB at any time after the issuance of this RFB for compliance by all providers.
 - District intends to award a single contract for the ERV Replacement in Appendix A; however, the District reserves the right to award a contract for any or all parts of the RFB to one or more service providers.
 - Negotiate terms and conditions to meet requirements consistent with this RFB.
 - Request providers to clarify their bids.
- 3.4 **Timeline for Purchase of the Services**
- 3.5 Bidders agree that their bids are valid and subject to acceptance for 60 days after opening of the bids. All prices contained in a bid must hold firm for 60 days from the opening of the bids.
- 3.6 Any contractor debarred for bidding on Commonwealth of Pennsylvania contracts for any reason whatsoever is not eligible to submit a bid for the project.

4.0 INFORMATION TO BE INCLUDED IN BID

In addition to the other information required to be provided, vendor also will include with their bid responses to the following questions:

- 4.1 Provide a description of the nature and scope of your firm's business endeavors, including history of company.
- 4.2 Provide a description of your firm's previous and ongoing relationship, if any, with the District.
- 4.3 Provide proof that the vendor and all subcontractors are authorized to do business in Pennsylvania.
- 4.4 Provide the names and contact information of at least 5 current customers of similar systems, (Pennsylvania K-12 clients preferred) that can attest to the quality of work provided by your company using or procuring similar goods and/or services as requested in this RFB.
- 4.5 Provide contact name and contact information for person authorized to negotiate terms and conditions.
- 4.6 Provide copy of terms and conditions for proposed contract.
- 4.7 Provide a fully executed Non-Collusion Affidavit.
- 4.8 Vendor is required to clearly identify any specific information that they deem as proprietary and request to be withheld from public view. vendor must provide one copy of its redacted bid with all proprietary information omitted. District intends to comply with the Pennsylvania Right to Know law concerning requests for release of documents regarding this procurement, including the release of bids after bid opening.

5.0 EVALUATION

The award of bid shall be made to the lowest responsible bidder complying with all requirements of the Request for Bids. In determining the lowest responsible bidder, the School District will consider the bidder's integrity, efficiency, financial responsibility, experience, promptness and ability to successfully, fully and promptly comply with the terms of Contract Documents.

For a bidder to be eligible to be considered a "responsible" bidder, the bidder must comply with the following:

- 5.1 Submit a timely bid and not be disqualified under Section 1.14.
- 5.2 The bid must include all the required information in Section 4.0.
- 5.3 Bidder must indicate their willingness to be bound by the terms of the RFB.

6.0 LEGAL TERMS

- 6.1 The Bidder shall thoroughly acquaint himself with the terms of the applicable statutes, rules, regulations, codes, and ordinances, and shall include in their bid price all costs of complying with their terms. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules, regulations, codes and ordinances are amended, or if new statutes,

rules, or regulations become effective, which cause the Contractor to perform additional work, the District may issue a change order setting forth the additional work that must be undertaken.

- 6.2 Aluminum and Steel Products Act: In accordance with 71 P.S. Section 773.101-.113, Contractor shall not purchase or permit to be furnished any aluminum or steel products made in a foreign country which has been determined as discriminatory.
- 6.3 According to 62 Pa. C.S.A. Section 3701, the Contractor agrees that:
- 6.3.1 That 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.
- 6.3.2 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 his contract on account of gender, race, creed or color.
- 6.3.3 The contract may be terminated by the District, and all money due or to become due under the contract may be forfeited for a violation of these terms or conditions.
- *The Contractor further agrees that the Contractor and all subcontractors shall comply with the Equal Employment Opportunity provisions specified in [41 CFR 60-1.4\(b\)](#), which are incorporated herein by reference as if stated fully herein.
- 6.4 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 is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.
- 6.5 The Contractor shall perform all work/installation and provide all materials in strict conformance with the Contract Documents. All material costs, equipment costs, permit costs, inspection costs, bond costs, insurance costs, and any other cost associated with the project shall be paid for by the Contractor and reflected in the Contractor's bid amount.
- 6.6 Project Warranty: The Contractor warrants to the District that all materials and equipment furnished under this contract shall be new, unless otherwise specified, and that all work shall be performed in a workmanlike manner that is consistent with established industry standards and shall be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective or nonconforming. Any defects discovered within a one (1) year warranty period, commencing on the date of completion, shall be repaired by the Contractor at no additional cost to the District.
- 6.7 Defective or Non-Conforming Work or Materials: District representatives shall be entitled to inspect the work and materials at any time, and any defective or nonconforming work or materials may be rejected by the District and, if rejected, shall be remedied by the Contractor at no cost to the District.

- 6.8 Payment: Final payment will be made after approval of project completion from District Maintenance Director.
- 6.9 Deadline for Completion and Liquidated Damages: The Contractor and District shall mutually agree that the completion date for the project is June 30, 2025. The Contractor shall pay to the District, as liquidated damages and not as a penalty, the amount of ~~\$1,000.00~~ for each and every calendar day after the completion date that the project is not completed. For purposes of this provision, in order for the project to be deemed completed, approval from the District Maintenance Director is required.
- 6.10 Bonds: Pursuant to 8 P.S. §93, 24 P.S. §7-756 and 24 P.S. §7-757, prior to the commencement of work on the project, the Contractor shall provide the District a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, and a maintenance bond in the amount of 10% of the contract price. The maintenance bond must remain in place for the duration of the one-year warranty period specified in Section 6.6 of these Contract Terms. All bonds must be provided by a bonding/surety company that is acceptable to the District.
- 6.11 Competent Workmen: Contractor shall only utilize competent workmen for the project. No workmen shall be regarded as competent, except those who are duly skilled in their respective branches of labor and that are paid such wage rates as are being paid to other workers doing similar work in the locality where the project work is being performed.
- 6.12 Contractor's Insurance: Prior to commencing work on the project, the Contractor shall provide the district with proof of, and maintain, acceptable workers' compensation insurance in the amounts mandated by state law and general liability in an amount not less than \$1,000,000 that lists the District as an additional insured.
- 6.13 Pennsylvania Prevailing Wage Rates. The general prevailing minimum wage rates, as determined by the Pennsylvania Department of Labor and Industry, Bureau of Labor Law Compliance for Prevailing Minimum Wage Predeterminations, shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term thereof (project serial number 22-03458)
- 6.14 Contract Work Hours and Safety Standards Act. Contractor will adhere to the Contract Work Hours and Safety Standards Act, 40 U.S.C. §3701 et seq. and the Contractor must compute the wages of every laborer involved with the project on the basis of a standard forty (40) hour work week. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- 6.15 Protection from Reprisal. An employee of a Contractor not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to: a (1) Member of Congress, (2) the Inspector General, (3) the Government Accountability Office, (4) a federal employee responsible for grant oversight, (5) a court or grand jury, or (6) a management official of the Contractor or the School District; information that the employee reasonably believes is evidence of gross mismanagement of a Federal grant, a gross waste of Federal funds, an abuse of authority relating to a Federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant.
- 6.16 Women and Minority-Owned Businesses. The Contractor agrees to use his/her good faith efforts in any subcontracting to utilize Minority and Women-Owned businesses or firms ("M/WBE") in the award of their subcontracts to the fullest extent with the suggested goals for this project.

Under this M/WBE Clause Certification, the bidder agrees to maintain records to document contracts and specific efforts made to seek out and identify potential M/WBE Contractors. The bidder agrees to make good faith effort to replace an M/WBE subcontractor who is unable to perform successfully with another M/WBE.

- 6.17 Preference for Domestic Products. The Contractor will have a preference and will use, to the greatest extent practicable, goods, products, or materials produced in the United States when performing work on the project.
- 6.18 Solid Waste Disposal Act. The School District and the Contractor will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 60002 include procuring only items designated in the guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
- 6.19 Clean Air Act and Federal Water Pollution Control Act. The Contractor will ensure that it complies the Clean Air Act, 42 U.S.C. §7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, in addition to all applicable standards, orders, or regulations issued in accordance with the Acts. Any violations will be reported to the Regional Office of the Environmental Protection Agency.
- 6.20 Debarment or Suspension. The School District shall not award any contract to a Contractor listed on the government-wide exclusions in the System for Award Management in accordance with the OMB Guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. SAM Exclusions contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authoring other than Executive Order 12549.
- 6.21 Public Works Employment Verification. Should this contract be determined to be a Public Work, bidders must submit with their bid a Public Works Employment Verification Form, available at www.dgs.state.pa.us as a precondition to award of a contract, and by a Subcontractor prior to commencing work. All new employees hired by a Contractor or Subcontractor in accordance with Contractor's Memorandum of Understanding under the EVP shall be verified within five (5) business days of his start date, whether he will be working onsite or offsite of the Work, or otherwise. The Contractor and any Subcontractor shall maintain documentation of continued compliance with the Act. Failure to adhere to the Pennsylvania Public Works Employment Verification Act, Act 127 of 2012 (the "Act") shall be sufficient grounds for the Owner to declare the contract in default or terminate the contract. Additionally, failure to adhere to the Act may subject the Contractor or Subcontractor to sanctions and penalties as provided for by the Act.
- 6.22 Prohibition on Huawei Technologies Equipment. The School District and Contractor are prohibited from obtaining or entering into a contract to obtain telecommunications technologies described in Public Law 115-232, section 889, namely telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, or any subsidiary or affiliate of such entities.
- 6.23 Equal Employment Opportunity. Contractors hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in

part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- 6.24 Electrical Code Compliance. All equipment using electrical energy or connected to the District's electrical system must be wired in accordance with the established standards of the National Electrical Code as recommended by the National Fire Protection Association, and Certificate of Approval must be submitted. Electrical components of the equipment shall be listed by the Underwriters' Laboratories for the appropriate service.

To facilitate inspection by an authorized agency of the National Board of Fire Underwriters, the equipment manufacturer must be prepared to substantiate the UL approval of internal components, where they are not so marked, to the satisfaction of the inspection agency. Any changes to equipment as furnished as well as any charges involved in obtaining the Underwriters' Inspection Service approval shall be paid by the Contractor furnishing the equipment, including cost of removal and reinstallation, if required.

- 6.25 Compliance with Laws/Hold Harmless/Indemnification: In completing the project, the Contractor agrees to comply with all Contract Documents and all local, state and federal laws, ordinances, and regulations applicable at any time. Contractor further agrees, to the fullest extent permitted by law, to defend, protect, indemnify and save the District and the District's Board Members, agents, directors, officers, employees, agents and representatives harmless for claims, demands, or causes of action (including litigation costs and attorney fees) relating to any violations of the Contract Documents or any law, ordinance, or regulation by the Contractor, a subcontractor, or the Contractor's or subcontractor's owner, employee, agent or representative.

The Contractor agrees, to the fullest extent permitted by law, to defend, protect, indemnify and save the District and the District's Board Members, agents, directors, officers, employees, agents, and representatives harmless from any and all claims, demands, and causes of action of every kind and character (including litigation costs and attorney's fees) arising in favor of any person (including an owner, employee or agent of Contractor or a subcontractor), on account of personal injuries or death or damages to property occurring, growing out of, instant to, or resulting directly or indirectly from the work and services to be performed by the Contractor or a subcontractor pursuant to the Contract Documents or the actions or inactions of the Contractor, a subcontractor, or the Contractor's or subcontractor's owner, employee, agent or representative.

The Contractor's duties and obligations as stated in the preceding two paragraphs shall survive the termination of the Contract Documents and shall cover all claims, demands, and causes of action, regardless of when a claim, demand, or cause of action is asserted.

- 6.26 Subcontractors: The Contractor shall be responsible for ensuring that all terms and conditions of the Contract Documents are adhered to by any and all subcontractors that the Contractor may utilize to complete the project.
- 6.27 Lien Waiver: In accordance with applicable Pennsylvania Law, the Contractor hereby specifically waives the right to file any mechanics or other lien or claim against the District or its property for work done or material furnished under the Contract Documents. The Contractor further agrees to take any necessary action to prevent a subcontractor from filing any mechanics or other lien or claim against the District or its property for work done or material furnished as a part of the project. The Contractor agrees to execute a Mechanic's Lien Waiver, to be filed with the Prothonotary of McKean County within 10 days of the execution of the Contract Terms, and any other documents that the District deems necessary to effectuate the terms of this provision. The Contractor further agrees to provide a copy of the executed Mechanic's Lien Waiver to each subcontractor before any labor or materials are supplied by the subcontractor.
- 6.28 Clearances: Prime Contractors, Subcontractors, and all employees who will be present on District property shall provide criminal history (including FBI) clearances and child abuse clearances to the District prior to commencing any Work on the project. Costs for obtaining the required clearances and copies shall be the responsibility of the individual and not the District. All clearances must be kept up to date and current for as long as the individuals are on the project site. Contractor shall not permit any employee, agent, or subcontractor of contractor to have direct contact with any student of the District until said clearances have been provided to

the District. The District reserves the right to reject any employee, agent, or subcontractor based on the results of any criminal background check or child abuse history check.

- 6.29 Termination: If the Contractor breaches any term of the Contract Documents, the District may give the Contractor and its Surety written notice that the Contractor has seven (7) days from the date of receipt of the District's notice to cure the breach set forth in the notice. Should the Contractor fail to cure the breach within the specified time, the District may terminate its contractual relationship with the Contractor without prejudice to any of its legal or equitable remedies against the Contractor.
- 6.30 Savings Clause: All sections, sentences, and provisions contained in the Contract Documents are severable. Should any section, sentence, or provision of the Contract Documents be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of the Contract Documents, and the remainder of the Contract Documents shall remain in full force and effect and binding on the parties.
- 6.31 Entire Agreement/Amendments: There are no understandings between the School District and the Contractor regarding the Contract Documents (as this term is defined in the Request for Bids) other than those set forth in the Contract Documents and there have been no promises, inducements, or commitments made in conjunction with the Contract Documents which are not explicitly set forth therein. The Contract Documents may be amended, modified, or waived only by written agreement approved by the District's Board of School Directors at an advertised, public meeting held in compliance with the requirements of the Pennsylvania Sunshine Act.

7.0 CONTRACT DOCUMENTS

- 7.1 By submitting a bid, the bidder agrees that, if the bid is accepted by the School District's Board of School Directors within the 60 calendar day time period specified herein, the bidder shall be bound by, without modification of any kind, the Request for Sealed Bids (RFB), including, but not limited to, the Bid Submission Form, Legal Terms and Exhibit A. No bid submitted shall be permitted to alter any of the terms and conditions of the Contract Documents. Any attempt by a bidder to submit a bid that modifies or alters any term or condition of the Contract Documents shall result in the bid being rejected by the District.

APPENDIX A

LIST OF SERVICES

All applicable taxes, fees, shipping, and surcharges from which the District is not exempt or that is imposed or assessed by vendor must be shown below, or they will not be paid by the District.

BID SUBMISSION FORM

Work Requested
<i>ERV Replacement</i>
<ul style="list-style-type: none">• <i>Replacement of 2 indoor ERV units</i>• <i>Disposal of current ERV units</i>• <i>Scope of work is to include all necessary duct work, wiring and any other items necessary for the unit to be installed and operational</i>

TOTAL BID AMOUNT INCLUDING ALL EQUIPMENT AND MATERIALS FOR THE ERV REPLACEMENTS

\$ _____

By signing below, the individual agrees as follows:

1. He/she is an authorized agent of the vendor that has the authority to enter into a legally binding contract on behalf of the vendor
2. The total bid amount listed above shall not change unless a Change Order is approved by the District.
3. The vendor, if its bid is accepted by the District, agrees to be bound by the Contract Documents (as this term is defined in the RFB) without modification of any kind.

Name of Business Entity/Vendor/Contractor

Signature of Authorized Agent

Printed Name of Authorized Agent

Date

NON-COLLUSION AFFIDAVIT

Contract / Bid No.: _____

Commonwealth / State of: _____

County of: _____

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

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before 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) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____ (Name of Firm) and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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 representations are material and important, and will be relied on by _____ (District) in awarding the contract(s) for which this bid is submitted.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____ (District) of the true facts relating to the submission of bids for this contract.

_____ (Name)

_____ (Company)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY OF, 20 _____

Notary Public

My Commission Expires _____



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature