

**SOUTH EASTERN SCHOOL DISTRICT**  
377 Main Street, Fawn Grove, PA 17321  
Tel: (717) 382-4843 Fax: (717) 382-4769

## **Storage Shed Bid 2022**

### **A. NOTICE TO BIDDERS**

Sealed bids for a Storage Shed will be received at the Administration Building of SOUTH EASTERN SCHOOL DISTRICT, located at 377 Main Street, Fawn Grove, PA 17321, until 12:00 P.M., Monday, ~~July 18, 2022~~ August 15, 2022. Bids will be publicly opened and read aloud after the specified closing time. [no bids received 7-18-22; rebid]

Bid documents may be obtained and a mandatory site visit shall be made by appointment by contacting the Director of Buildings and Grounds at (717) 654-0382 during any weekday between the hours of 7:30 AM and 3:30 PM.

The South Eastern School District reserves the right to reject any and all bids and to make the award in the best interest of the School District.

**Mary P. Childress**  
**Business Manager/Board Secretary**

## **SOUTH EASTERN SCHOOL DISTRICT**

### **B. INSTRUCTIONS TO BIDDERS**

This bid package was prepared on behalf of the South Eastern School District (hereinafter referred to as the "District," the "School District" or the "Owner"). The bid package includes the following documents, which shall govern the bidding and contracting for this project:

- A. Notice to Bidders
- B. Instructions to Bidders
- C. Instructions for Non-Collusion Affidavit and Non-Collusion Affidavit
- D. Clearance instructions
- E. Description and Scope of Work
- F. Bid Proposal Form
- G. Reminders
- H. Prevailing Wage and Drawings

Prospective bidders are advised that this project *is* subject to provisions of the Pennsylvania Prevailing Wage Act.

The following rules and procedures shall apply to bidding:

1. Delivery of Bid – Bids must be submitted on the **Bid Proposal Form** supplied by the District. Each bid must be delivered to the South Eastern School District Administration Building located at 377 Main Street, Fawn Grove, PA 17321, prior to the time stated in the advertisement for bids. Delivery of the bid is the responsibility of the bidder. Bids received after the date and time set for bid opening, even if postmarked earlier, will not be considered responsive and will be returned unopened. Bids will not be accepted via facsimile (also known as "fax").
2. Bids shall be submitted sealed in an envelope labelled **DO NOT OPEN**. This envelope will then be placed in the self-addressed flexible envelope which has clearly noted on the lower left hand corner of the envelope:

#### **DO NOT OPEN**

BID FOR (name of bid or items you are bidding on)  
BID DATE & TIME OF OPENING

The District shall not be responsible for the opening of any bids which are not marked in accordance with these Instructions to Bidders.

3. All bids submitted must be typewritten or legibly written in ink, and must be signed by the bidder on the **Bid Form** supplied as part of this bid. Bids altered in any way will not be accepted (i.e. erasures, white out, etc.).
4. If the bidder is a partnership, corporation or other business entity, the bid proposal forms shall be executed by the authorized partner or officer of the business entity with the name and title of the partner or officer of such business entity clearly stated beneath such signature.

5. Bidders shall visit the site to familiarize themselves with the work and all job conditions related to the work. In submitting a bid, a bidder represents that it has carefully examined the plans, specifications and site of the work and that from its own investigation it has satisfied itself as to the nature and location of the work, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment and other facilities needed for performance of the work, the general and local conditions, and all other matters which may, in any way, effect the work or its performance. Call the Director of Buildings and Grounds at cell phone (717) 654-0382 or office phone (717) 382-4843 for scheduled visits.
6. The successful bidder shall, upon demand, deposit with the School District a performance bond covering 50% of the total contract amount, wherein the School District is the obligee and the successful bidder is the obligor, with a corporate surety lawfully doing business as a surety company authorized to do business in the Commonwealth of Pennsylvania, the condition of which bond is the faithful performance of the Contractor's obligation under the Agreement as and when due. The surety shall be otherwise acceptable to the District.
7. Additional rules governing bids
  - a. Withdrawal of Bids – Unless permitted by 72 P.S. Section 1602, as amended, no bid may be withdrawn before the expiration of the sixty (60) days from the date established for the opening of the bids.
  - b. Opening of Bids – Bids will be publicly opened and read aloud on the date, at the location and commencing at the time stated in the advertisement of bids. Bidders or their authorized agents may be present.
  - c. Rights of Owner – The District will accept the bid of the lowest responsible bidder complying with all bidding requirements. The District reserves the right to reject any or all bids or any part thereof and may waive any or all technicalities or informalities. The District may select a single item for any bid, without obligation, or may order more or less than the quantity specified at the unit price stated in the bid, as may best serve the interest of the District.
  - d. Before any award is made, the District may require satisfactory evidence to show that the bidder is a responsible bidder as contemplated under Pennsylvania law.
  - e. The vendor's bid, if requested in the Specifications, shall include the cost of setting up and installing the equipment and shall, where requested, also set forth the cost of the equipment installed. All crates and packing materials shall be removed from the premises by the vendor/contractor when they have been awarded the bid for installing the equipment. Any and all damage done to the District's building(s) or equipment shall be the responsibility of the Contractor.
  - f. Bids will be awarded within sixty (60) 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 District.

- g. The bidder must demonstrate a successful track record in the performance of like work or the supplying of like product. Four references including name, address, telephone number, contact person, and scope of product or service provided are to be submitted with the Bid Proposal Form.
  - h. The Non-Collusion Affidavit included in this bid package must be completed and submitted with the bid. Failure to submit the fully executed and notarized Non-Collusion Affidavit shall be grounds for the rejection of such bid.
  - i. The Contractor shall perform its Work in accordance with the Contract Documents and in a professional, businesslike and workmanlike manner. Any supplies, or materials shall be new and of the highest quality unless otherwise stated. Among other things, at the completion of the Work, the Contractor shall thoroughly clean the site and remove from the site all tools, equipment, obstructions and debris resulting from the Work.
  - j. The Contractor shall abide by all federal, state and local legal requirements applicable to this project, including requirements imposed by statute, regulation, code, ordinance, administrative rule or by order of any court or administrative agency. This includes, but is not limited to, requirements governing health, safety, labor and environmental protection. Among other things, the Contractor shall submit an MSDS form and proper labeling to the District in advance of any chemical being used.
  - k. The Contractor shall perform its Work in a manner to interfere as little as possible with the normal conduct of school activities, using its best efforts to protect the safety of students, employees and School District property. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc., together with all normal means of ingress and egress to buildings and property will be allowed without express permission of the School District.
  - l. The Contractor's Work shall be at all times subject to the inspection and approval of the School District. Any materials that in the opinion of the School District do not comply with the Contract Documents will be rejected and shall be immediately removed from the site. Any workmanship that in the opinion of the School District does not comply with the Contract Documents shall be stopped at once, and corrective measures shall be instituted at once.
8. **BACKGROUND CHECKS:**  
 The contractor shall obtain the following background checks on all employees and subcontractors' employees who will be working on site. Contractor shall submit original background checks to the district administration office. These employees will need to be approved before they can enter and work on the premises.

Effective April 1, 2007, Act 114 of 2006 specifies that all applicants for employment in public and private schools, including employees of independent contractors, will need the following three background checks:

1. Pennsylvania Criminal Records Check.

2. PA Department of Public Welfare Child Abuse History Clearance.
3. Federal Criminal History Record Information (CHRI) in a manner prescribed by the Pennsylvania Department of Education.

SESD also requires that contractors' employees complete PDE form 6004-*Arrest/Conviction Report and Certification Form*: ([ARREST/CONVICTION REPORT AND CERTIFICATION FORM](#)).

### **PA Criminal Record Check**

To obtain this criminal record check, go online at [epatch.state.pa.us](http://epatch.state.pa.us). The cost is \$22 (subject to change). In most cases they will receive their record check within a few minutes. If there is a criminal history, the record check will be sent to the employee.

### **PA Child Abuse History Clearance**

Use the link shown here obtain this clearance and the cost is \$13 (subject to change).

<https://www.compass.state.pa.us/cwis/public/home>.

You will have to create an account to register. It is not an instant clearance and could take up to 14 days to process, but you will receive an email to access your clearance online.

### **FBI Fingerprint Process - CHRI**

Prior to arriving at the fingerprint site, your employees must register via the Identogo website at <https://uenroll.identogo.com/> (24 hours/day, 7 days/week) or call 1-844-321-2101 (Monday – Friday, 8 am – 6 pm). WHEN YOU REGISTER, YOU MUST ENTER THE APPROPRIATE SERVICE CODE FOR **PDE** (PA DEPT OF EDUCATION): **1KG6XN**.

You will pay a fee of \$23.85 (subject to change) for the fingerprint clearance. Payment may be made using a debit or credit card, money order or cashier's check at the fingerprint location. Money orders and cashier's checks must be made out to Morpho Trust. CASH and PERSONAL CHECKS will NOT be accepted at the fingerprint sites and proof of identity must be provided at fingerprint locations. You will receive an unofficial paper copy of the report at no additional cost. Once fingerprints are taken at the fingerprint location, you will be issued a receipt with your **UEID** (Universal Enrollment ID). This is the number you must provide in order for SESD to access your FBI clearance online.

Once registered, employees can have their fingerprints taken at any of the locations listed on their site. When registering online, you can view locations on the Identogo website: <https://www.identogo.com/locations>

Contractors must anticipate a reasonable amount of time for SESD to review the background checks. All background checks must be within a year of submission to the district. Once submitted and approved, the clearances are good for five years. **SESD cannot accept the FREE VOLUNTEER clearances.**

Each worker must check in at the building office to receive a badge when initially coming on site. This badge must be visible on the worker at all times.

## 10. INSURANCE

- a. Certificates of Insurance acceptable to the Owner and on forms approved by the Insurance Commissioner of the Commonwealth of Pennsylvania shall be filed with the Owner prior to commencement of the Work. The Certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced or non-renewed unless at least thirty (30) days prior written notice has been given to the Owner. Except for Workers' Compensation Insurance, the Owner shall be named with respect to the Project as an additional insured on all insurance.
- b. During the term of the Contract, and for one (1) year after the completion of Work, the Contractor and each Subcontractor shall at their own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner.

Workers' Compensation and Employer's Liability  
Amounts and coverage as required by Law

Comprehensive General Liability

Include coverage for premises, operations, independent contractors, contractual liability, products, and underground property damage, personal injury. No deductible permitted. Coverage amount limit shall be a minimum of One Million Dollars (\$1,000,000.00).

Excess (Umbrella) Liability Insurance

Bodily Injury and Property Damage following the form of the aforementioned Comprehensive General Liability, Comprehensive Automobile Liability, and Employer's Liability. Coverage amount limit shall be a minimum of Five Hundred Thousand Dollars (\$500,000.00) Bodily Injury and Property Damage combined. No deductible permitted. No "gaps" permitted between primary and excess coverage.

The Owner shall be named as Certificate Holder. The Owner shall be named as Additional Insured under these policies (with the exception of Workmen's Compensation) for the services being solicited hereunder.

### **C. INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

## D. NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

:

Contract/Bid Title: Storage Shed Project 2022

County of \_\_\_\_\_

: s.s.  
:

I state that I am \_\_\_\_\_ of

(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 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. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not 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 \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and will be relied upon  
(Name of firm)

by **South Eastern School 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 **South Eastern School District** of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Signature, Name & Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_



\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_



## **E. DESCRIPTION AND SCOPE OF WORK**

### **1. CONTRACTOR'S RESPONSIBILITIES**

- a. The Contractor shall provide all labor, supplies, equipment, materials and services to perform all its obligations and functions under this Contract in accordance with the drawings and specifications for the storage shed attached hereto, and in a professional and businesslike manner.
- b. Contractor shall designate a representative who shall act as contact with the owner's representative.
- c. **Damage to District /Private Property**  
The Contractor shall take necessary precautions to protect District, City, and Private property. Any damage to property resulting from the wrongful or negligent acts of the Contractor's employees shall be reported to the District representative immediately. The Contractor will be responsible for the repair or replacement of sprinkler system parts, water, electric, telephone lines, hedges, shrubbery, trees, fencing, buildings, etc., damaged during the course of their operation if found negligent. These repairs or replacements must be accomplished immediately at the Contractor's expense. Replacement material/parts shall be identical, the same make and part or model number as that currently used or approved equal. In the event the Contractor does damage to Owner/Private property during the course of the athletic field maintenance operations and such damage is not repaired within a reasonable length of time by the Contractor and upon the notification of the Contractor, the District shall reserve the right to make such repairs and bill or deduct from payment the cost of such repairs. **Please note – all District properties are smoke-free and drug-free.**

### **2. SAFETY**

- a. All materials and performance of work will meet all Federal Health and Safety currently in effect.
- b. The Contractor shall take all necessary precautions for the safety of his/her employees on the job and of the general public.

### **3. HOURS OF OPERATION**

- a. Realizing the impact of weather on the successful performance of the contract, The District shall not restrict the hours of work; the Contractor may work 24 hours a day, 7 days a week. Note: Sunday work is discouraged unless necessitated by unfavorable weather conditions.

#### **4. SPECIFICATIONS FOR Storage Shed**

- a. Storage Shed to be constructed in accordance with provided prints. All work must be performed in a manner that is approved by local code enforcement.
- b. Perform sitework as required including but not limited to:
  - i. Create level pad area for building using #4 stone. (Top 6" shall be #57 stone.)
  - ii. Rework existing grade to allow proper drainage.
- c. Materials used must be approved by Director of Buildings and Grounds.
- d. Provide concrete slab 6" thick using 4000 psi with fiber and hard trowel smooth finish.

**F. BID PROPOSAL**

SOUTH EASTERN STORAGE SHED PROJECT

We, the undersigned, agree to provide all labor, supplies, equipment, materials and services to perform all its obligations and functions under this Contract in accordance with the drawings and specifications for the storage shed attached hereto, and in a professional and businesslike manner.

This bid is subject to all of the terms of the bidding materials, including the Contract Documents and the Description and Scope of Work. We hereby agree to enter into a written contract to furnish the items specified to the South Eastern School District in exact accordance with such terms and at the price(s) stated.

**REFERENCES**

As part of the requirements for this bid, the bidder must establish a successful track record in the performance of like work or the supplying of like product. Please attach a listing of three references including name, address, telephone number, contact person, and scope of product or service provided to that Reference.

**TOTAL COST**    \$ \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF INDIVIDUAL AUTHORIZED TO SUBMIT  
BIDS

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED / TYPED NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
PRIMARY CONTACT PERSON

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS



## **G. BID REMINDERS**

### **DID YOU REMEMBER TO . . . .**

- υ include your fully executed Non-Collusion Affidavit
- υ include your fully executed Bid Proposal Form
- υ provide your three references

Any questions concerning specifications for this bid are to be referred to Brian McCleary, Director of Buildings and Grounds at 377 Main Street, Fawn Grove, PA 17321, 717-654-0382.

## **H. Attachments**

**PREVAILING WAGE**

**DRAWINGS**