



REQUEST FOR SEALED BIDS
ROOFTOP VENTILATION UPGRADES
KANE AREA SCHOOL DISTRICT

**REQUEST FOR SEALED BIDS FOR ROOFTOP VENTILATION UPGRADES AT
KANE AREA SCHOOL DISTRICT
PROPOSAL # 2021-03**

Kane Area School District (District) is soliciting sealed bids for the design, removal/disposal, purchase/ installation of new rooftop Exhaust Fans & Ventilators at the Kane Area High School.

The District will receive sealed bids until 2:00 p.m. on January 31, 2022. Kane Area School District, Attention: Todd Fitch (Facilities Manager), 400 West Hemlock Avenue, Kane, PA 16735. E-mailed or facsimile bids will not be accepted.

Bids received after that time will not be accepted. All bids will be opened publicly on January 31, 2022, at 2:00 p.m. at the Kane Area School District Central Administration Office, 400 West Hemlock Avenue, Kane, PA 16735.

All bids shall remain firm and open for acceptance by the District for sixty (60) days following opening of bids.

Each contractor and each sub-contractor shall be properly licensed. Any contractor debarred for bidding on Commonwealth of Pennsylvania contracts for any reason whatsoever is not eligible to submit a bid for the Project. By submitting a bid, the bidder certifies that the bidder is not listed on the governmentwide exclusions in the System for Award Management (SAM).

The District requires that all Bids shall comply with the bidding requirements specified in the Instructions to Bidders and any additional requirements identified by the District. The District may, at its discretion waive informalities in Bids, but is not obligated to do so, nor does it represent that it will do so. The District also reserves the right to reject any/all Bids. Under no circumstances will the District waive any informality which, by such waiver, would give one Bidder a substantial advantage or benefit not enjoyed by all other Bidders.

Bidders will be permitted to access the site by scheduling a visit with Mr. Todd Fitch, Facilities Manager, (814) 837-9570 x 1221, or tfitch@kasd.net



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INSTRUCTIONS TO BIDDERS:

PROJECT AND BID INFORMATION

1. Project Title: Kane Area School District Rooftop Ventilation Upgrade Project at the Kane Area High School
2. District: Kane Area School District
Address: 400 West Hemlock Ave.
Kane, Pa. 16735
Attention: Todd Fitch / Facilities Manger
Phone: (814) 837-9570 x 1221
Email: tfitch@kasd.net
3. All bidders shall follow and comply with any additional instructions prepared and required by the District.
4. All bidders shall submit Bid Forms and supporting documentation (including a fully executed Non-Collusion Affidavit) as noted hereon and as required by District.
5. All bidders shall obtain all bidding and construction documents from District.
6. Bidders are advised that each contractor shall secure any and all building and/or construction permits for their respective portion of the Project at their cost. Bidders are further advised that permits required for specific trade work, if applicable, including but not limited to electrical, HVAC, etc. shall also be obtained at their cost.
7. Notice is given that the Project for which construction bids are being solicited is a project constituting public works and is subject to applicable provisions of the statutes and regulations of the Commonwealth of Pennsylvania, including the Pennsylvania Human Relations Act, the Pennsylvania Prevailing Wage Act, the Separations Act, the Steel Products Procurement Act, the Antibid-Rigging Law, the Bid Withdrawal Act, the Public Works Contractors Bond Law, the Resident Labor Statute, the Trade Practices Act, and the Utilities Protection Act ("Pa. One-Call").



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DEFINITIONS

1. **Contract Documents:** 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 the Request for Bids, Bidder's Responsibilities, Preparation and Submission of Bids, Bid Withdrawal, Award of Bid, Legal Requirements, Base, Bid Requirements (Exhibit A hereto), the submitted Bid Form, and any as-built documents, drawings, specifications, equipment lists, etc. provided by the successful bidder/Contractor ("collectively referred to as the Contract Documents"), without modification of any kind. 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.
2. **Bid:** Complete and properly signed Bid Form to do the Work for the sums stipulated therein, submitted in accordance with the Request for Bids.
 - A. **Base Bid:** Sum stated in the Bid Form for which the Bidder offers to perform the Work described in the Request for Bids as the base, to which Work may be added or from which Work may be deleted for sums in Alternates.
 - B. **Alternate:** Amount stated in the Bid Form to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Request for Bids is accepted.
3. **Bidder:** Person or entity who submits a bid.
4. **Contractor:** The successful Bidder.
5. **Subcontractor:** The person or entity having a direct contract with a Contractor for the furnishing to the Contractor of Work.
6. **Work:** The term "Work" of the contractor or subcontractor includes the furnishing of labor, equipment and materials as required by the Contract Documents.



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BIDDER'S RESPONSIBILITIES

1. Each Bidder shall become thoroughly familiar with all of the solicitations and bidding documents and forms. Each Bidder shall become thoroughly familiar with the Base Bid Requirements (Exhibit A hereto). Each Bidder, before submitting his bid, must visit the site of the proposed work and shall be held responsible for having observed and ascertained all visible and reasonably ascertainable or anticipated conditions which may be encountered in the performance of Work.

2. It must be understood that each Bidder/Contractor shall provide the scope of work for each of their respective contracts and that the work for each is all inclusive for a complete and fully functional and operational facility and/or Project. The Contractor must provide that scope of work, whether indicated or not, without exception. It must be understood that each and every item, note, tag, condition, component, etc., cannot be identified on the Contract Documents, however, it is required for a complete system/scope as required. It must also be understood that there may be unforeseen conditions, such as underground, within wall cavities, or concealed within other construction where through thorough pre-bid investigation could not have been foreseen. Unless these conditions are explicitly identified and excluded in the proposed bid, they will be considered part of the work required for a fully functional and operation facility and/or Project. Bidders and Contractors failure to conduct such investigation of the existing conditions and/or review of Bidding and Contract Documents will not relieve them of their responsibility and will in no case relieve them from providing same and will not be grounds for additional time or money, without exception. Each Bidder and prospective Contractor, by submitting a bid, clearly understands these requirements and agrees thereto, without exception. Any contractor attempting to pursue frivolous issues, failing to adequately staff the Project, not performing or meeting schedules will have their Contract terminated for cause in accordance with the terms of the Agreement. Any and all costs associated with this condition will be withheld from monies due the terminated contractor. Without question, each Bidder understands their requirements and by submitting a bid, agrees thereto.

3. By submitting a Bid at the specified Bid Opening Date and Time, each Bidder represents that they:
 - A. Have visited and thoroughly inspected the site and are fully informed of the conditions relating to the Project.
 - B. Have received, read, and is thoroughly familiar with the Contract Documents and any addenda regardless of the amount of detail shown and any addenda issued.
 - C. Have prepared a bid based on the materials, equipment and systems specified on the Contract Documents or equivalents to provide all that is shown and required for a complete project.

4. Failure to have taken the actions described in Paragraph 1 of this article will not relieve a successful bidder of their obligation to complete the work of his Contract as specified in the Contract Documents, regardless of the amount of detail shown or not shown.

5. Bidder agrees to employ such means and methods to carry out work of the contract as will not cause any interruptions of, or interference with the work of any other Contractor on this Project or any other project being accomplished at the site.



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6. No statements made or answers to questions raised on any subject will be binding upon the District until and unless the District or its representatives issue an Addendum to the Bidding Documents that reflect the statement made or the answer given.
7. Bidder shall ascertain all governmental, safety and utility requirements with respect to the Project, and shall base their bid prices on full compliance therewith. It is the responsibility of each Bidder before submitting a Bid, to (A) examine the Contract Documents, (B) visit the site in accordance with Paragraph 1 of this article to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (C) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (D) study and carefully correlate Bidder's observations with the Contract Documents, and (E) notify District of all conflicts, errors or discrepancies in the Contract Documents.
8. Bidders are advised that **Each Contractor** shall secure the building construction permit for their respective portion of the Project. Bidders are further advised that inspections required for specific trade work, if any, including but not limited to general, electrical, plumbing, mechanical, retain the responsibility for securing their own inspections and costs.
9. All bid submissions shall include a list of similar projects completed by the bidder and the names of the business entities for which the projects were performed.

PREPARATION AND SUBMISSION OF BIDS

1. No oral explanation or interpretation with regard to the meaning of the Base Bid Requirements and no oral instruction or purported authorization with regard to an alternative given or provided at a pre-bid conference, in walk-throughs or site visits, in meetings, during phone conversations, or otherwise before the award of the contract is in any fashion binding upon the District.
2. Whenever a material, article or piece of equipment is identified by reference to manufacturers or vendors names, trade names, catalog numbers or the like, the Bidders shall not base their bid on any material, article, or piece of equipment of other manufacturers or vendors without compliance with the provisions on alternatives applicable after award.
3. Discrepancies, omissions or doubts as to the meaning of Base Bid Requirements, or any other provision of the Contract Documents should be communicated, in writing by regular mail, overnight courier, or electronic transmission, to District for explanation, interpretation, or approval. Bidders should act promptly and allow sufficient time for reply to reach them before the submission of their bids. All such written communications must be received by the District before the deadline for receipt of bids. No telephone requests will be accepted. Any pre-bid alternative, if approved by the District, must be in form of an Addendum that is provided to each interested bidder. Full consideration of alternatives and "or equal" requests will be given in accordance with the procedures set forth in the Contract Documents.
4. Any explanation or interpretation given will be in the form of an addendum to the Documents, which will be forwarded to all Bidders, and its receipt by the Bidders must be acknowledged on the Bid Form. Addenda will not be issued to subcontractors or suppliers.



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BID WITHDRAWAL

1. Any Bid may be withdrawn prior to the Bid Opening Date and Time Specified above or authorized postponement.
2. Mistakes or errors on the part of the Bidders in preparing the bid confers no automatic right for the withdrawal of the bid after the time set for opening. No bid shall be withdrawn during the period provided for awarding of contract except as provided by applicable law, including the Bid Withdrawal Act.
3. No Bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. If the award is delayed by a required approval of another government agency, the sale of bonds, or the award of a grant or grants, the period during which no Bidder may withdraw the Bid is extended to one hundred and twenty (120) days of the date of bid opening. The time provided for the award of contracts may be further extended for additional periods of time by the mutual written consent of the District and the lowest responsible Bidder.
4. If a Bidder claims to have made a mistake or error in their Bid, they shall deliver to the District, in accordance with Commonwealth of Pennsylvania regulations, after the Bid Opening Time, a written notice describing in detail the nature of the mistake or error with documentary evidence or proof.
5. Failure to deliver notice and evidence or proof specified above within the time period specified by the Bid Withdrawal Act shall constitute a waiver of Bidders right to claim error or mistake.
6. Upon receipt of specified notice and evidence or proof within the specified time period, the District shall determine if an excusable error or mistake has been made in accordance with the requirements of the Bid Withdrawal Act, including the holding of a hearing. If those requirements are met, the District shall permit the Bid to be withdrawn. The determination of the District shall be conclusive upon the Bidder, their surety, and all who claim rights under the Bidder.

AWARD OF BID

1. The award of bid shall be made to the lowest responsible bidder complying with all requirements of the Request for Bids and the Base Bid Requirements. 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.
2. 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.



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LEGAL REQUIREMENTS

1. Bidders on construction contracts are advised that provisions of federal and state statutes, rules, and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources may affect the Project on which bids are being received.
2. The Bidder's attention is directed to the fact that all applicable Federal, State and Local Laws, statutes, regulations, ordinances and codes, and the rules and regulations of all agencies and authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract the same as though herein written in full.
3. 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.
4. All Bidders shall acquaint themselves with Act 287 and Amendment Act 172, creating the "One Call System". The successful Contractors shall give notification using the "One Call System" whenever the work includes excavation, tunneling or other potential subsurface disturbances using powered equipment.
5. Steel Products Procurement Act: In accordance with 73 P.S. §1881, *et. seq.*, if any steel or steel products are to be used or supplied in the completion of the Project, only those defined at 73 P.S. §1886 shall be used or supplied.
6. 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.
7. Wages: The Contractor is hereby notified that this contract is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 ET Seq., which is incorporated herein by reference as if fully set forth herein. Additionally, because the Project may be funded in part with federal funds, the Project is also subject to all corresponding administrative requirements related to the Davis-Bacon Act (which is incorporated herein by reference as if fully set forth herein), as supplemented by the Department of Labor regulations, and the U.S. Department of Labor Prevailing Wage. As such, the U.S. Department of Labor Prevailing Wage Rates will be applicable to this Project if the project is approved to be federally funded. If the project is funded solely with state and local funds, the Pennsylvania State Prevailing Wage Rates will be applicable. Both rates have been provided by the District to bidders as Exhibit B to this Request for Bids. It shall be the contractor's responsibility to compare the federal and state wage rates for each classification of work and to use the higher rate. It shall also be the responsibility of the contractor to perform and to adhere to all related administrative functions, as required by the U.S. Department of Labor and the Commonwealth of Pennsylvania. All provisions and regulations of the Federal and State Wages Act shall be adhered to in the performance of this work.



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8. **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.

9. According to 62 Pa. C.S.A. Section 3701, the Contractor agrees:
 - A. 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.
 - 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 his contract on account of gender, race, creed or color.
 - C. 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.

10. **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.

11. The Contractor shall perform all work 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.

12. Because the District will use federal grant dollars for the Project, the Contractor understands that the District must comply with the Uniform Grant Guidance (UGG), the District's policies and procedures governing procurement with federal grant dollars, and any other requirements specified in the grant conditions/terms or required by PDE or any other state or federal regulatory agency. The Contractor also agrees that the Contractor and all subcontractors shall fully cooperate with the District in all respects, and as the District deems necessary, to ensure compliance with these requirements.



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13. 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 three (3) year warranty period, commencing on the date of completion, shall be repaired by the Contractor at no additional cost to the District.
14. 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.
15. Payment: Payment will be made after approval of Project completion from District Facilities Manager.
16. Changes to Scope of Work/Base Bid Requirements: Prior to the commencement of any work, the Contractor shall provide Todd Fitch a set of as-built documents, including drawings and equipment lists, documenting the location, model number and serial number of the installed devices. The Project Base Bid Requirements, and any specifications, as-built documents, drawings, equipment lists, etc. may only be modified by the District. Any such modification or alternative that results in savings to the Contractor shall be applied as a credit/deduction to the contract price. Any such modification that results in an increased cost to the Contractor shall be reflected in a change order that is contingent upon the approval of the District's Board of School Directors. No amount above the Contractor's bid amount shall be paid to the Contractor without the approval of the District's Board of School Directors.
17. Deadline for Completion and Liquidated Damages: The Contractor and District shall mutually agree upon the completion date for the Project. 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 Todd Fitch, the District Facilities Manager, is required.
18. 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 three--year warranty period specified in Section 13 of these Contract Terms. All bonds must be provided by a bonding/surety company that is acceptable to the District.
19. 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.



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20. 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.

21. Compliance with Additional Federal Requirements: To the extent applicable, the Contractor and all subcontractors shall comply with (i) the "Anti-Kickback Act "(40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); (ii) the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5); (iii) the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); and (iv) the requirements, including any certification and disclosure requirements, of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

22. 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 attorneys 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 attorneys 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.

23. 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.

24. 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



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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.

- 25. 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.

- 26. 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.

- 27. 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.

The parties identified below, intending to be legally bound by the terms and condition of the Contract Documents (as this term is defined in the Request for Bids, have set their hands this _____ day of _____, 2022

ATTEST:

KANE AREA SCHOOL DISTRICT

Secretary, Board of School Directors

By: _____
President, Board of School Directors

CONTRACTOR

Name of Contractor

By: _____
As Contractor's Authorized Agent



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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 _____



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ATTACHMENT “B” BID FORM

1. BID FORM:

- A. (Bidder’s Name): _____
- B. (Address): _____

- C. (Telephone): _____
- D. (Fax): _____

2. BID FORM (Submit in Duplicate Copy)

- A. PROJECT TITLE: Kane Area School District Bipolar Ionization Project
- B. DOCUMENT DATE: Friday, December 31, 2021
- C. BID TO: Kane Area School District
 Attn: Todd Fitch – Facilities Manager
 400 West Hemlock Ave.
 Kane, Pa. 16735
 Phone: (814) 837-9570 x 1221

The Bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the **Bidding and Contract Documents**, including Base Bid Requirements; and shall provide all labor, materials, and equipment necessary to complete the work on or before, the dates specified in the Contract Documents for the **Base Bid** sum of:

(Words)

(\$ _____).

(Figures)

Show amount of **Base Bid** in both words and figures; in case of discrepancy between words and figures shown, the amount shown in words will govern.



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EXHIBIT A**

BASE BID REQUIREMENTS

- Bidders shall provide a complete, turnkey replacement of all rooftop exhaust fans/ventilators at the KASD High School location. Bidder will provide all labor, materials, equipment, accessories, etc., required for the design, removal/disposal (of existing units), purchase/installation (of new units) to replace all rooftop exhaust fans/ventilators (except for units servicing the Natatorium).
- All new units shall be properly sized, and engineered to meet current needs and specifications. New units (if applicable) must be wired into/controlled by the existing energy management system.
- Bidders and licensed professional engineer shall provide a list of references of similar recently completed project installation. A minimum of (3) references shall be included.
- Project may start as early as June 6, 2022 and must be completed no later than August 12, 2022 per section 17 of the legal requirements.
- All work shall be completed without disruption to the educational activities of students and staff. To that end, evening and/or weekend labor shall be included as required.
- All work will be performed in accordance with current applicable building, plumbing, electrical, structural and HVAC codes. The Contractor will be responsible for obtaining all necessary permits and inspections.
- The Contractor is responsible for the removal and disposal of the existing rooftop units in accordance with local, state and federal regulations, and the Contractor will provide all the necessary equipment, labor and materials to safely accomplish said removal and disposal.
- All goods and/or services shall comply with applicable OSHA regulations in effect at the time service is performed. Material Safety Data Sheets (MSDS) are required in accordance with applicable regulations. MSDS must be left on site immediately after items have been provided, and a copy given to the Facilities Manager.
- The Contractor will disconnect the electrical power to the existing units. Any electrical wiring needed from the source to the newly installed units is the Contractor's responsibility.
- The Contractor will provide any new curbing, curb adaptors, flashing and associated roofing required to install new units to provide a weather-tight installation of new units.
- All installations will be in accordance with manufacturer's recommendations.
- Contractor is responsible for removing all construction and packing debris from the work site and keeping a clean, safe work area at all times.
- The Contractor will be held liable for the cost of repair or replacement of structures, utility systems and any other parts of the facility damaged by the Contractor's acts of negligence or lack of full adherence to the requirements of the scope contained herein.
- The Contractor is responsible for the start-up and commissioning of all new units. All systems must be fully functional and operational after installation. If follow up work is required to correct installation, the District shall not be charged.

EXHIBIT B

I. APPLICABLE WAGES UNDER DAVIS BACON

"General Decision Number: PA20210059 11/12/2021

Superseded General Decision Number: PA20200059

State: Pennsylvania

Construction Type: Building

County: McKean County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/01/2021
1	01/08/2021
2	02/26/2021
3	03/05/2021
4	03/26/2021
5	04/23/2021
6	06/11/2021
7	07/30/2021
8	09/10/2021
9	10/15/2021
10	11/12/2021

BOIL0154-007 01/01/2021

Rates Fringes

BOILERMAKER.....\$ 43.90 29.55

BRPA0009-011 02/01/2021

Rates Fringes

TILE FINISHER.....\$ 26.97 16.07
TILE SETTER.....\$ 33.25 20.42

BRPA0009-046 02/01/2021

Rates Fringes

BRICKLAYER (Including
Pointing, Caulking, Cleaning
and Brick Refractory Work).....\$ 29.50 21.08

Additional \$0.75 to the base wage for Brick Refractory work

BRPA0009-057 02/01/2021

Rates Fringes

MASON - STONE.....\$ 29.50 21.08

CARP0423-012 06/01/2021

Rates Fringes

CARPENTER (Scaffold Building
Only).....\$ 30.77 16.86

* CARP0443-004 06/01/2021

Rates Fringes

MILLWRIGHT.....\$ 42.27 46.80%+.91

CARP0900-015 06/01/2017

Rates Fringes

CARPENTER (Acoustical Ceiling
Installation, Floor Laying,
Carpet, Vinyl, and Gutter
Installation Only).....\$ 27.93 14.88

CARP1014-003 06/01/2017

Rates Fringes

CARPENTER (Includes Drywall
Hanging, Metal Stud
Installation, and Form Work;
Excludes Acoustical Ceiling
Installation, Floor
Laying-Carpet, Vinyl; Gutter
Installation and Scaffold
Building).....\$ 27.55 13.44

ELEC0005-020 12/25/2020

Rates Fringes

ELECTRICIAN (Includes Alarm Installation, Installation of Sound and Communication System and Low Voltage Wiring and HVAC Temperature Control Installation).....\$ 43.61 28.27

* ENGI0066-034 07/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR

Backhoe/Excavator/Trackhoe, Bobcat/Skid Steer/Skid Loader, Loader, Crane*, Bulldozer.....\$ 28.37 15.66
Oiler.....\$ 23.35 15.66
Paver (Asphalt, Aggregate, and Concrete).....\$ 32.59 18.10
Roller.....\$ 25.20 15.66

*Add to Crane rate:

Booms 101-150 jibs- Add \$.50
Booms 151-200 jibs- Add \$1.00
Booms 201-251 jibs- Add \$1.50

IRON0003-013 06/01/2020

Rates Fringes

IRONWORKER (Ornamental, Reinforcing, Rigger, and Structural).....\$ 31.11 30.48

LABO0910-004 01/01/2020

Rates Fringes

LABORER (Concrete Worker).....\$ 21.22 17.05

PAIN0041-001 05/01/2014

Rates Fringes

PAINTER (Spray Only).....\$ 27.95 16.12

PAIN0057-001 06/01/2017

Rates Fringes

PAINTER: Brush and Roller Only...\$ 27.38 17.35
PAINTER: Drywall Finishing/Taping Only.....\$ 27.80 18.75

PAIN0751-002 09/01/2020

	Rates	Fringes
GLAZIER.....	\$ 24.00	21.62

PLAS0526-014 02/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.24	17.80

PLUM0354-010 06/01/2017

	Rates	Fringes
PIPEFITTER (Industrial).....	\$ 37.88	22.90

PLUM0354-014 06/01/2019

	Rates	Fringes
PIPEFITTER (Includes HVAC Unit Installation, Excludes HVAC Pipe Installation and Work on Industrial Sites).....	\$ 34.77	24.25

PLUM0449-003 06/01/2021

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 42.75	26.32

SFPA0669-004 04/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.33	26.69

SHEE0012-010 07/01/2021

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 38.76	29.38

* UAVG-PA-0002 01/01/2019

	Rates	Fringes
LABORER: Mason Tender - Brick...	\$ 21.75	17.35

* UAVG-PA-0004 01/01/2019

	Rates	Fringes
OPERATOR: Mechanic.....	\$ 31.43	17.90

SUPA2011-017 08/20/2014

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 33.62	18.79
LABORER: Common or General, Including Cement Mason Tending...	\$ 18.43	9.74
OPERATOR: Forklift, All Types....	\$ 23.69	12.97
PLASTERER.....	\$ 20.97	10.78
PLUMBER.....	\$ 36.28	10.85
ROOFER.....	\$ 27.00	12.19
TRUCK DRIVER: Dump Truck.....	\$ 24.98	12.17

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

II. APPLICABLE WAGES UNDER PENNSYLVANIA PREVAILING WAGE ACT

Please see the Department of Labor and Industry website, under [Prevailing Wage](#). The prevailing wages are available under the following information:

Project County: McKean
Administrator/Awarding Agency: Kane Area School District
Project Name: Bipolar Ionization Upgrades
Project Serial Number: 21-08462