

SECTION A

NOTICE TO BIDDERS - ELECTRONIC BIDDING USING e-BUILDER

1. THE PENNSYLVANIA STATE UNIVERSITY, otherwise known as the University or Owner, invites bids for the following contract:

Contract No. 1 General Construction

PSU PROJECT: HB Athletic Fields Bleachers, Press Box and Restroom Building

PSU PROJECT NUMBER: 00-08713.00

LOCATED AT: The Pennsylvania State University
 Harrisburg Campus
 Middletown, Pennsylvania

2. BID DATE: Wednesday, May First, Two Thousand Twenty-Four (05/01/2024) at 3:00 p.m. Prevailing Time.

SUBSTANTIAL COMPLETION DATE: Friday, November First, Two Thousand Twenty-Four (11/01/2024).

FINAL COMPLETION DATE (completion of all punch list items): Friday, November 22, Two Thousand Twenty-Four (11/22/2024).

3. PREBID CONFERENCE: A Non-Mandatory Prebid Conference will be held at 10:00 AM Prevailing Time, Thursday, March Twenty-Eight, Two Thousand Twenty-Four (03/28/2024), in Room (130) of the Engineering Lab Building, Penn State Harrisburg, Middletown, Pennsylvania.

4. BIDDING DOCUMENTS: Bidding documents must be obtained through the e-Builder Bid Portal. The potential bidder must have, or create, an Account in the Bid Portal. The User Name for your Account is usually your email address.
Access to the Bid Documents is intended for use by the bidder, their company, and entities involved in formulating the bid response. Distribution of information or documents to plan rooms or websites for the sole purpose of advertising this project is prohibited.

5. Proposals will be received electronically through the e-Builder Bid Portal. **Proposals in any other format will not be accepted.**

For e-Builder technical support or questions about your user log-in, contact e-Builder directly at 888-288-5717 or email support@e-builder.net

Non DGS bids will be opened privately. If this is a DGS project, public bid openings must be viewed using a Windows PC due to technical limitations. Use of mobile devices is not supported at this time.

The online public bid opening can be viewed by web conference at the link located within the project web advertisement.

6. PREQUALIFICATION

Contractors bidding directly to the University for this contract [Prime Contractors] are required to be prequalified in the following prequalification trade category:

- **General Construction**

The following trade Categories of work require University prequalification, whether performed by Subcontractors bidding directly to the Prime Contractor, or if self-performed by the Prime Contractor,:

- Plumbing
- Access Control and Surveillance
- Telecommunications
- Electrical (Med/High Voltage)

Contractors/Sub-Contractors requiring prequalification must be on the *Prequalified Bidders List* as issued by the University at the time of bid. Contractor must submit in writing the names and addresses of all subcontractors requiring prequalification before processing of the first certificate of payment.

Requirements for Prequalification can be found on the Office of the Physical Plant website.

7. BID GUARANTY

A Bid Guaranty in the form of a Certified Check or a Surety Company's Bid Bond shall be submitted as a separate PDF, per instructions with the electronic Proposal, in an amount of not less than five percent (5%) of the total Bid amount.

In the event that any Bidders shall, upon the award of a contract, fail to comply with terms of the Proposal and/or Contract Documents, the amount of the Bid Guaranty shall be forfeited to the Owner.

8. PERFORMANCE AND PAYMENT BONDS

The Contractor, at the time of execution of the Agreement, shall furnish, at its own cost and expense, Performance and Payment Bonds covering the faithful performance of the Contract and the payment of all obligations arising therefrom, each in the full Contract amount and in such form as the Owner may prescribe.

9. BID SUBMITTAL, MODIFICATION, AND REJECTION

By submitting a Bid/Proposal, the Bidder understands and acknowledges that:

The Bid is submitted by a properly authorized officer of the Bidder or their designee who is authorized to sign for the firm, corporation, or individual Bidder.

The Bid amount and price(s) have been arrived at independently and without consultation, communication, or agreement with any other contractor, Bidder, or prospective Bidder.

The Bid as submitted shall hold good through the sixtieth (60th) calendar day following the bid date.

The Bidder, intending to be legally bound hereby, offers and agrees, if its Bid is accepted, to begin work at the site within ten (10) calendar days after the Notice to Proceed, and to complete the work in a thoroughly good and workmanlike manner under the direction of the Professional and to the satisfaction of the Owner, on or before the Completion Dates as stated in the Contract Documents. Furthermore, the Bidder agrees to provide all labor, materials, services, tools, and equipment, and perform all of the required work to complete the contract.

It is the bidder's responsibility to ensure that their bid is received through the Bid Portal on or before the published due date and time.

Your online bid will be assigned a date and time stamp from the eBuilder system which indicates the time of final acceptance. The e-Builder system will not allow submission of an online bid response after the published bid due date and time.

Any bid submitted may be Modified or Withdrawn online, prior to the scheduled time for opening or authorized postponement thereof, using the RECALL BID feature within the e-Builder Bid Package. A Modified bid must be Resubmitted, otherwise, the previous bid remains valid.

Bidders are responsible for ensuring the completeness and scale of documents downloaded and printed from eBuilder before relying on them for as the basis for their bid submission. The bidder is responsible for ensuring that the bid submitted is complete. The bidder is responsible for ensuring that contact information contains a valid email address and that their email settings are set to receive notifications from e-Builder and from the University.

Addenda – Bidders who have created a User Profile in e-Builder will be notified as addenda are issued. When the addendum is issued prior to the bid opening, but AFTER the Bidder submitted their bid, the Bidder will need to resubmit their bid through e-Builder. The Bidder will be required to acknowledge all addenda prior to submitting a bid. All Addenda become part of the Contract Documents.

Questions – The Bidder shall submit all questions, clarifications, bid document discrepancies or omissions via the eBuilder Q&A Board within the Bid Package. Inquiries shall be answered in the form of an Addendum. To receive attention, inquiries must be submitted not later than Noon, Ten (10) days prior to the Bid Date.

The University does not warrant that the e-Builder website or its contents will be uninterrupted or error free and is not responsible for failed receipt and/or delivery of electronic notifications. The University is not responsible for computer download or printing errors.

BEFORE SUBMITTING A PROPOSAL, the Bidder should CAREFULLY EXAMINE the Drawings, Schedules, and Specifications, VISIT THE SITE, fully inform itself as to all laws, ordinances, regulations, wage rates, and labor conditions in the area of operation affecting the Contract or the work, and shall include in his proposal a sum to cover the cost of all items, implied or required, to attain the completed conditions contemplated by the Contract Documents.

THE OWNER DOES NOT OBLIGATE ITSELF to accept the lowest proposal or any proposal, and reserves the right to waive any informalities in any or all bids, and to reject or accept any proposal. Proposals which do not conform to requirements, or which contain additions, conditional bids, or irregularities of any kind, may be rejected.

Bid results will be available at the Owner's convenience.

10. BIDDERS SHALL AGREE, if awarded the Contract for the work, to execute a separate agreement for the work proposed. The Agreement, as a Lump Sum Contract, shall be executed

on the standard Form of Agreement 1-C bound with the Contract Documents.

11. TIME OF COMPLETION--LIQUIDATED DAMAGES. Contractor must agree to begin work contemplated by this contract within ten (10) days after the date specified in the Notice to Proceed as the starting date and to complete the work on or before Friday, November one, two thousand twenty-four (11/01/2024) subject to extension of Contract time as provided in Article 10 of the General Conditions. Contractor must agree to pay to the Owner as liquidated damages and not as a penalty, the sum of **zero** Dollars \$0.00 per calendar day for each calendar day of delay. The Contractor and its surety shall be liable for the amount thereof.
12. Local Building Permit costs shall not be included in the Contract Amount.
13. TO VISIT THE SITE, contact Dan Barlup
TELEPHONE: (717) 948-6235
14. EQUAL EMPLOYMENT OPPORTUNITY AND REFERRAL TO NON-DISCRIMINATION
CLAUSE
Contractor shall not discriminate against any employee, applicant for employment, any independent Contractor or any other person because of race, color, religious creed, ancestry, national origin, service in the uniformed services (as defined in state and federal law), veteran status, age, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas, or any other basis prohibited by law.
In performing the work or making or furnishing any article required by this Contract, the Contractor shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and all subsequent rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will comply with all provisions of Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code, Chapter 49. The Non-Discrimination Clause as issued by the Pennsylvania Human Relations Commission is attached as Article 13 of the General Conditions of the Contract.
15. PREVAILING WAGE ACT
This project is subject to the Pennsylvania Prevailing Wage Act, Act No. 442, August 15, 1961 (P.L. 987), as amended August 9, 1963, Act No. 342. All Contractors and Subcontractors shall comply with all requirements of this Act. Refer to Sections D and D1 of this specification for additional information.
16. STEEL PRODUCTS PROCUREMENT ACT
 - A. This project is subject to the provisions of the Steel Products Procurement Act of 1978 (P.L. 6, No. 3) as amended by the Act of July 9, 1984 (P.L. 674, No. 144). All Contractors, Subcontractors, and Material Suppliers shall be required to comply with all provisions of this Act.

- B. The Contractor shall be required to provide with each Application-Certificate of Payment form an executed copy of the Certification of Compliance with the Steel Products Procurement Act form **and additional documentation**, including but not limited to, invoices, bills of lading, mill certifications, or other acceptable evidence that the steel products represented on the payment application comply with one or more of the following categories:
- (1) That the steel utilized on this project was melted and manufactured in the United States; and/or
 - (2) The product contains both foreign and United States steel, and at least seventy-five percent (75%) of the cost of all of the articles, materials, and supplies incorporated in the product have been mined, produced, or manufactured, as the case may be, in the United States; and/or
 - (3) The steel product is not produced in the United States in sufficient quantities to meet the requirements of the contract, and prior written approval to use foreign steel has been obtained from The Pennsylvania State University.
- C. Any nonconforming steel products incorporated into the work shall be removed and replaced by the Contractor, at its own expense, with products meeting the requirements of the Act.
- D. Willful violation of this Act can result in penalties, including (but not necessarily limited to) prohibition from submitting any bids, or performing any work, or supplying any materials to a public agency for a period five (5) years from the date of the determination that a violation has occurred.
17. All work relating to this project shall be subject to all federal, state and local codes, ordinances and regulations regarding occupational safety and health, environmental protection and construction standards. Nothing contained in the specifications or the drawings shall be construed to conflict with such laws, codes, ordinances or regulations, and in the event of such conflict any requirement imposed by law, ordinance or regulation shall be deemed controlling.
18. Intentionally left blank.
19. **LEAD-FREE PLUMBING CERTIFICATION**
The Contractor shall provide a certification that all plumbing materials are lead-free and meet the requirements of the Pennsylvania Plumbing and Lead Ban Notification Act. This certification shall be signed by the Contractor, notarized and submitted to the University before the water service turn-on.
20. **DIVERSE BUSINESS ENTERPRISES**
- A. The University recognizes the following groups as Diverse Business Enterprises:
- Minority Business Enterprises (MBE)
 - Women Business Enterprises (WBE)
 - Lesbian, Gay, Bisexual, & Transgender (LGBT)
 - Veteran & Service Disabled Veteran Owned Businesses (VOB/SDVOB)
- B. The Owner's goal is for 10% combined utilization of Diverse Business Enterprise (DBE) contractors and suppliers on all projects unless otherwise noted. For Construction Manager or Design-Build projects, the DBE combined utilization goal is 15% minimum.
- C. The University recognizes DBE contractor and supplier certifications granted to firms by any of the following agencies:

- Department of General Services Bureau of Small Business Opportunities (BSBO)
- Federal Department of Transportation
- National Minority Development Council (NMSDC) or its affiliates
- Southeastern PA Transportation Authority (SEPTA)
- Women Business Enterprise National Counsel (WBENC)
- Pennsylvania Unified Certification Program (PA UCP)
- Pennsylvania Department of Transportation (Penn DOT)
- National Women Business Owners Corporation (NWBOC)
- Minority Business Enterprise Council (MBEC)
- National Gay and Lesbian Chamber of Commerce (NGLLC)
- U.S. Department of Veteran Affairs (VOB/SDVOB)

The University reserves the right to revise this list at its own discretion.

- D. DBE utilization will be scored as part of the project Contractor Evaluation. Failure to meet the Owner's expected goal will result in a below-average score in the DBE utilization section. Repeated failure to meet DBE goals may result in removal from the University's Prequalified Bidder's List.
- E. The Contractor is responsible to submit DBE utilization reports to the OPP Contractor Liaison upon request, identifying all DBE contractors and suppliers associated with the project including their original contract amount and change orders.
- F. **The DBE Contractor/Supplier Utilization Bid Form (EXHIBIT A) is REQUIRED AT TIME OF BID.**
- G. The University's Diverse Business Utilization Report is required to be submitted with each payment application, identifying all DBE contractors and suppliers associated with the project, including their original Contract amount and change orders. The Bidder understands that Payment on this contract will not be processed until DBE Utilization data is submitted to University.
- H. If there is no anticipated participation of DBE's on this project, a justification letter must be submitted prior to the execution of the contract for University review.

21. BACKGROUND CHECK POLICY(HR99)

The awarded Contractor will be required to confirm through the execution of the contract that all employees (including the employees of any subconsultants/subcontractors) assigned to this project and who conduct their work on University premises have had background checks that meet or exceed the University's standards for the type of work being performed per the background check process for third-party employees outlined in the University's Policy HR99 Background Check.

22. SMOKING AND TOBACCO POLICY

Smoking and the use of tobacco are prohibited in and on all University owned or leased properties, facilities, and vehicles, per University Policy AD 32.

23. PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

The Commonwealth of PA enacted Act 127 of 2012, requiring all public works contractors and subcontractors to utilize the Federal Government's E-Verify system, operated by the United States Department of Homeland Security, to ensure that all employees of firms performing work on public work projects are authorized to work in the United States.

The Contractor, as a pre-condition of award, will be required to comply with this Act. The Contractor will submit, to the Owner, the Commonwealth of PA 'Public Works Employment Verification Form' found on the Pennsylvania Department of General Services web site: <https://www.dgs.pa.gov/Design-and-Construction/Bidding/Documents/Public%20Works%20Employment%20Verification%20Form.pdf>

The Contractor shall also confirm current compliance with the Act; Ensure that all subcontractors are in compliance and submit the appropriate E-Verification Forms prior to starting work; And confirm continuation of compliance by verifying the employment of all new employees of the Contractor and Subcontractors within five(5) days of their respective start dates.

24. SOCIAL RESPONSIBILITY/ CONTRACTOR CONDUCT

- A. Fulfilling the mission of The Pennsylvania State University for those we serve requires the highest standards of integrity, responsibility, and respect, and we encourage our contractors/suppliers to aspire to those same standards, particularly when on campus or engaging with members of the University community. The University has adopted the Global Sullivan Principles of Social Responsibility. We also encourage our contractors/suppliers to adopt and follow these principles.
- B. The University is committed to equal access to programs, facilities, admission and employment for all persons, in an environment free of harassment and free of discrimination. Conduct constituting harassment or discrimination in the University environment, as prohibited in University Policy AD85, is subject to corrective action.

25. ELECTRONIC PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

The Owner has implemented an electronic PMIS, "e-Builder", an internet-based information and project communication system that will allow the entire project team to collaborate in a centralized and secured repository for all projects.

The Contractor shall utilize the PMIS during all phases of the project, unless directed otherwise by the Owner. All project specific correspondence, workflow processes, and documentation will be stored and routed within the PMIS. The Contractor and the Owner shall agree on file name convention of submissions in advance.

The Contractor, or those direct-employee(s) responsible, on each project will be expected to participate in the necessary training to use the PMIS effectively. Periodic training sessions on the PMIS will be provided by the Owner. Registration will be through the University's Learning Resource Network (LRN). It is the responsibility of the Contractor to coordinate with the Owner regarding the training schedule and to register via the LRN. All costs for personnel time, travel, meals, and lodging to attend the training shall be borne by the Contractor and, as such, will not be reimbursed by the Owner.

The Contractor shall obtain, at their own cost, the necessary equipment and web connections to access and utilize the PMIS. The Contractor will not incur any registration fees or licensing costs to utilize the PMIS.

The Owner will not entertain or acknowledge any amendment requests by the Contractor for claimed inefficiencies or other costs related to the implementation and subsequent use of the PMIS.