

SECTION A

NOTICE TO BIDDERS

1. THE PENNSYLVANIA STATE UNIVERSITY, Owner, invites bids for the following contract:

Contract No. 1, [(Insert Type of Construction)] Construction

PSU PROJECT: [(Insert PSU Official Name)]

PSU PROJECT NO.: [(Insert PSU Project No.)]

LOCATED AT: The Pennsylvania State University
[(Insert PSU Campus)] Campus
[(Insert Campus City)], Pennsylvania

2. SEALED PROPOSALS will be received by the Owner at: The Pennsylvania State University, Physical Plant Design & Construction Division, Room 106, Physical Plant Building, Park Avenue, University Park, Pennsylvania 16802, [or at the office of (Title/Address), (Campus Name), (City), Pennsylvania.]

BID DATE: [(Insert Date Using Words and Numbers)] 3 P.M. PREVAILING TIME
Month/Day/Year

SUBSTANTIAL COMPLETION DATE: Within [(Insert Number using Words)] [(Insert Number)] calendar days of the date of Notice to Proceed.

FINAL COMPLETION DATE (completion of all punch list items): Within [(Insert Number using Words)] [(Insert Number)] calendar days of the date of Notice to Proceed.

(OR)

SUBSTANTIAL COMPLETION DATE: [(Insert Date Using Words and Number)]
Month/Day/Year

FINAL COMPLETION DATE (completion of all punch list items): [(Insert Date Using Words and Number)]

PREBID CONFERENCE: A [(Insert Mandatory or Voluntary)] Prebid Conference will be held at [(Insert Time)] Prevailing Time, [(Insert Date Using Words and Numbers)] , in Room [(Insert Room Number)] of the [(Insert Building Name, Campus Name, Campus City)], Pennsylvania.

3. BIDDING DOCUMENTS. The Form of Proposal, Form of Contract, Plans and Specifications, and other Contract Documents may be examined at or secured from the Office of the Professional, [Enter Professional's Name and Address]. Contract Documents may also be examined at the Pennsylvania State University, Physical Plant Design & Construction Division, Room 106, Physical Plant Building, Park Avenue, University Park, Pennsylvania 16802.

Bidding documents may be obtained at the Office of [(Insert Professional's Name and Address)], upon application, approval, and payment of \$[(Insert Dollar Amount using Numbers)] per set.

4. PREQUALIFICATION. Contractors bidding directly to Penn State for this contract [Prime Bidders] are required to be prequalified in the following prequalification trade category:

[Enter Prequalification Trade Category required to bid project]

The following Trade Categories of work, whether performed by Subcontractors bidding directly to the Prime Contractor, or of self-performed by the Prime Contractor, require PSU prequalification: [The following listed trades are mandatory for prequalification, if applicable. Delete if not applicable to project. ADD additional trade categories as approved by the Project Leader.]

- *Asbestos Abatement*
- *Telecommunications*
- *Demolition/Hauling*
- *Access Control and Surveillance*

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

Please consult our website at <http://www.opp.psu.edu> regarding the Requirements for Prequalification.

5. BID GUARANTY. A Bid Guaranty in the form of a Certified Check or a Surety Company's Bid Bond shall be submitted with the 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.

6. 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.

7. THE FORM OF PROPOSAL must be delivered in a sealed envelope, all blanks fully filled in, **ALL PRICES BEING INDICATED IN WORDS**, and also in figures, and the complete form without interlineation, alteration or erasures, and executed by the proper person or persons authorized to sign for the firm, corporation, or individual Bidder.

The sealed bid envelope shall be addressed to:

The Pennsylvania State University

Physical Plant Design & Construction

Room 106, Physical Plant Building

University Park, Pennsylvania 16802

All envelopes/delivery packages and sealed bid envelopes, shall, at lower left corner,

bear the following identifying notation:

Bid For: [State the Contract Type and Number]
Project: [State the Project Title]
Project No.: [State the Project Number]
Bid Date: [State the Bid Date]
Submitted By: State the Bidder's Name

Proposals which do not conform to these requirements, or which contain additions, conditional bids, or irregularities of any kind, may be rejected.

8. MODIFICATION OF BIDS. Any Bidder may modify its bid via facsimile at (814) 865-1692, at any time prior to the scheduled closing time for receipt of bids, provided such facsimile is received by the Owner prior to the closing time, and provided further, that the Owner is satisfied that a written confirmation of the facsimile modification over the signature of the Bidder was mailed prior to the closing time.

The facsimile must not reveal the Bid Price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the Sealed Bid is opened. If written confirmation (i.e, the original modification) is not received within two (2) days from the closing time, no consideration will be given to the facsimile modification.

9. BID SUBMITTAL. Any bid submitted may be withdrawn prior to the scheduled time for opening or authorized postponement thereof.

ANY BID RECEIVED AFTER THE TIME AND DATE SPECIFIED WILL NOT BE CONSIDERED.

No Bidder may withdraw a bid within sixty (60) calendar days after the actual opening thereof.

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.

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 DGS 1-C bound (sample) with the Contract Documents.

BIDDERS SHALL AGREE, if awarded the Contract, to commence work at the site within ten (10) days after date of "Notice to Proceed," and to complete the entire work on or before the Completion Date stipulated hereinbefore.

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 [(Insert Completion Date Using Words and Numbers)] 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 [(Insert Dollar Amount using Words)] Dollars (\$[(Insert Dollar Amount using Numbers)]) per calendar day for each calendar day of delay. The Contractor and its surety shall be liable for the amount thereof.

(OR)

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 within [(Insert Number of Days using Words)] [(Insert Number of Days using Numbers)] calendar days after the date of Notice to Proceed, 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 [(Insert Dollar Amount using Words)] Dollars (\$[(Insert Dollar Amount using Numbers)]) per calendar day for each calendar day of delay. The Contractor and its surety shall be liable for the amount thereof.

12. **[BUILDING PERMITS.]** Local Building Permit costs shall not be included in the Contract Amount.

(OR)

[BUILDING PERMITS.] The Contractor will be responsible for obtaining required Local Building Permits and should include the cost thereof in the bid.

13. TO VISIT THE SITE, contact [(Insert PSU On-Site Contact)]

TELEPHONE: [(Insert PSU Contact Phone Number)]

14. In the case that a Bidder finds discrepancies or omissions in, or is in doubt as to the meaning of the drawings or contract documents, the Bidder shall at once make inquiry to the Professional, who will send answers in the form of Addenda to all Bidders.

To receive attention, such inquiries must be received in the Office of [(Insert Professional's Name)], not later than noon ten (10) days prior to the Bid Date.

15. 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.

16. **[ALL BIDDERS SHALL GUARANTEE to the Owner that they are properly bonded and licensed with the City of Sharon to perform work within that municipality, or that they will obtain said bonding/licensing and provide evidence of same satisfactory to the Owner prior to execution of the Contract. (Shenango Campus Only)]**

17. 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.

18. SMALL DIVERSE BUSINESS PARTICIPATION

1. Overview - Minimum Participation Level.

A. The Department has established one minimum participation level (MPL) for utilization of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Veteran Business Enterprises (VBEs), and Service-Disabled Veteran Business Enterprises (SDVBEs) (together referred to hereinafter as Small Diverse Businesses) subcontractors, manufacturers, and suppliers for this project. This Small Diverse Business Participation (MPLs) applies when the amount bid exceeds \$50,000.

B. The MPL is set forth in the Notice to Bidders in the following form:

1. Project No. DGS: _____

MPL

- .1 General Construction ____7.5%
- .2 HVAC ____7.5%
- .3 Plumbing ____7.5%
- .4 Electrical ____7.5%

2. Bidders are not required to submit a form regarding the MPL or solicitation efforts with the Bid Package. Only DGS certified Small Diverse Businesses (i.e., Minority, Women, Veteran, and Service Disabled Veteran contractors, suppliers, and manufacturers) can be used to achieve the minimum participation level.

For the listing of certified Small Diverse Businesses (Minority, Women, Veteran, and Service Disabled Veteran Business Enterprises), go to

http://www.dgs.state.pa.us/portal/server.pt/community/under_construction_-_bureau_of_minority_and_women_business_opportunities/20986/to_locate_small_diverse_businesses/1220966 . Address correspondence to:

Bureau of Small Business Opportunities
611 North Office Building
Harrisburg, Pennsylvania 17125

3. Refer to Section I, Small Diverse Business Requirements for additional information.

19. 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.

20. 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 Penn State 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 PSU Policy HR99 Background Check Process (<http://guru.psu.edu/policies/OHR/hr99.html>).

21. 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 Penn State'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.

END OF SECTION A – NOTICE TO BIDDERS