

## NOTICE TO BIDDERS

The Tidioute Community Charter School, Tidioute, Warren County, Pennsylvania, solicits sealed bids for the shingle roof replacement at the:

**Tidioute Community Charter School**

Sealed bids, addressed to Dr. Douglas Allen, Chief Executive Officer, 241 Main Street, Tidioute, PA, must be clearly marked on the outside with bidder's name and name of project bid, and are due at the Tidioute Community Charter School, Main Street, Tidioute, PA, 16351 by **10:00 a.m. May 20, 2024**, at which time they will be publicly opened and read. Faxed bids will not be accepted.

Sealed bids will be accompanied by a cashier's check or bid bond in the amount of ten percent (10) of the amount of the bid, made payable to the Tidioute Community Charter School. Checks or bonds will be returned to unsuccessful bidders after the contract has been awarded, or the bids rejected. The successful bidder's check or bond will be returned when his contract has been properly completed. In case the successful bidder fails to enter into contract within forty-five (45) days after notification of acceptance of bid, said check or bond shall be forfeited to the Tidioute Community Charter School. Non-Collusion Affidavit, Contractor's Qualification Statement, and Bid Security in accordance with the Bid Documents shall accompany all bids. Bids must remain in force for sixty (60) days after the date of the bid opening, and may be rejected any time prior to the expiration of said date.

The successful bidder will be required to furnish Performance and Payment Bonds in amounts equal to 100% of the contract price and to enter into a contract with TCCS for the Work. Surety shall be satisfactory to the Tidioute Community Charter School and shall be included in the contractor's bid amount.

Bid documents will be available for download from the Tidioute Community Charter School web site. Printed copies of the Bid Documents will be available from Tidioute Community Charter School and at the pre-bid meeting. A \$100.00 non-refundable fee is required for the printed Bid Documents made payable to Tidioute Community Charter School.

A Mandatory Pre-Bid Meeting will be held on **May 8, 2024 at 10:00 a.m.** at the Tidioute Community Charter School, 241 Main St., Tidioute, PA. A tour of the roof will follow the meeting.

Recommendation for Award of Bids will be made to the Board of Trustees at a Board Meeting. The Board reserves the right to accept or reject any or all Bids and to make or not make awards in the best interest of the Tidioute Community Charter School.

Hunter Building

TIDIOUTE COMMUNITY CHARTER SCHOOL

SPECIFICATIONS FOR THE  
Shingle Roof Replacement  
Hunter Building  
March 2024

**A. GENERAL REQUIREMENTS**

1. **Advertisement:** The Tidioute Community Charter School (“TCCS” or “Owner”) will accept sealed bids for Shingle Roof Replacement of the Hunter Building located at 241 Main Street, Tidioute, PA until 10:00 a.m. prevailing time, on May 20, 2024 at which time they will be publicly opened and read. Bids must be clearly marked “Shingle Roof Replacement at the Tidioute Community Charter School,” identify the bidder, and be forwarded in a sealed envelope to Tidioute Community Charter School Office, 241 Main Street, Tidioute, PA 16351. Bid opening will take place at the same location. A mandatory pre-bid meeting will take place at 10:00 a.m. on May 8, 2024 at TCCS. Requests for specifications, information or questions should be directed to the offices of TCCS, 814-484-3550.
2. **Bid Identification:** All bids must be identified as to the nature of contents in the lower left corner of the envelope, such as “**Shingle Roof Replacement at TCCS.**” Name and phone number of the Vendor should be identified on each bid sheet submitted.
3. **Bidder’s Response:** All responses must be typewritten or written in ink and must be clearly identified with any changes or conditions noted. Changes or alterations in the bid may at the discretion of the Board of Trustees, void the bid entirely or as to the part altered.
4. **Signature:** Each bid must be signed in ink by an authorized company representative giving his/her title and date.
5. **Bid Opening:** All bids must be delivered to the TCCS Office, 241 Main Street, Tidioute, PA 16351 prior to 10:00 a.m. prevailing time, on May 20, 2024, at which place and time they will be publicly opened as read.
6. **Terms:** For the purposes of these specifications, the term “**Contractor**” shall be the successful bidder or company.

7. **Reservation:** The Board of Trustees of TCCS reserves the right to reject any or all bids or parts of bids and may waive any informalities, technicalities, or irregularities, and to negotiate any corresponding escalation or de-escalation of items and/or price.
8. **Right-to-Know:** All bid items that require Right-to-Know information shall be accompanied by a Material Safety Data Sheet (MSDS) listing all materials considered hazardous under the law. All items awarded must be properly labeled to conform to the Right-to-Know laws by the successful bidder.
9. **Unit Pricing:** Bids on equipment and supplies must show unit and total prices and where the figures are irreconcilable, awards will be made on the basis of unit prices. Such prices will be deemed to include all charges whatsoever and TCCS shall not be liable for any additional charges other than shown on the bid.
10. **Tax-Exempt:** TCCS is exempt from State sales tax and will complete the appropriate certification upon request.
11. **Contractor References:** References in our specifications to a certain Contractor is to ease the bidding process and to establish a minimum standard of quality. This reference does not indicate a preference for that Contractor, but provides you an additional reference to ensure your bids are for the proper items.
12. **Bid Bond:** All bids exceeding \$10,000 shall be accompanied by a Bid Bond or Certified Check drawn to the order of TCCS for ten percent (10%) of the amount of the bid as a guarantee that the bidder will execute a formal contract and furnish a bond as specified should the bidder be awarded the contract. Failure to comply will result in bidder's certified check or bid bond being declared forfeited as liquidated damages and all obligations of the Owner in connection herewith will be cancelled. Certified checks will be returned to the unsuccessful bidders after the awarding of the contract and after the successful bidder has furnished a Performance Bond.
13. **Performance Bond and Labor and Material Payment Bond:** The successful bidder shall, within ten (10) days of being notified of acceptance of the bid, for any contract exceeding \$10,000, provide a Performance Bond and Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the contract price, before the award of the contract. (Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967).
14. **No Cash Allowance:** No cash allowances for any purpose are included in the specifications for this project.
15. **Competent Workmen:** For projects with a total cost of \$25,000 or less. According to Section 752 of the Pennsylvania Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics.

No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

16. **Discrimination Prohibited:** According to 62 PA C.S.A. Section 3701, the contractor agrees:
  - a. 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 the Commonwealth who is qualified and available to perform 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 this contract on account of gender, race, creed or color.
  - c. The contract may be cancelled or terminated by the government agency and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.
17. **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 provision 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 49.101.
18. **Standard of Quality:** The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. Any deviation from these specifications shall be documented. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications." A bid containing an alternative, which does not meet the specifications, may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives, which do not meet the specifications. A TCCS representative shall be the sole judge in making determinations as to the quality.

19. **Asbestos:** No asbestos containing products shall be used in the scope of this project. Contractor shall be responsible to determine whether any asbestos containing material is generated during the project and, if so, Contractor shall dispose of all such material in compliance with applicable laws, rules and regulations.
20. **Compliance with Laws and Agency Mandates:** The Contractor shall be responsible for all costs and compliance with all laws, regulations and permits of local state and federal governments, PA D.E.R., and the E.P.A. regulations.

The Contractor shall be fully responsible for compliance with construction safety requirements of the PA Department of Labor and Industry and the U.S. Department of Labor, Occupational Safety and Health Administration and the rules and provisions relating to the avoidance, use of, handling, and disposal of hazardous materials or waste as promulgated by federal, state, and local governmental entities.

The Contractor shall be responsible for compliance with all applicable policies of the Board of Trustees. It is the Contractor's responsibility to locate and review such policies.

All applicable laws shall be deemed to be part of these specifications and the contract shall be enforced as though they were included.

21. **Procurement of Applicable Building Permit(s):** The Contractor shall secure and pay for all necessary permits required to complete the project.

22. **Insurance Requirements:**

A. Insurance Needed – From signing of the Contract until final payment, the Contractor shall at his expense, purchase and maintain the following insurance with companies properly licensed, having a Best Rating of A or A+, and satisfactory to the Owner. All insurance shall be carried with companies that are financially responsible. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Owner.

- 1) Workmen's Compensation, including Occupational Disease, and Employer's Liability Insurance.
  - a) Statutory – Amounts and coverage as required by Commonwealth of Pennsylvania Workmen's Compensation Laws.
  - b) Employer's Liability at least \$500,000 each accident; \$500,000 disease policy limits; \$500,000 disease each employee.

- 2) Public Liability including coverage for direct operations, sublet work, personal and advertising injury, bodily injury, property damage with explosion, collapse, and underground hazard coverage (X, C, U), contractual liability, products, and completed operations with limits not less than those stated below.
  - a) General Aggregate \$3,000,000  
(Other than Products and Completed Operations)
  - b) Products and Completed Operations Aggregate \$3,000,000
  - c) Personal and Advertising Injury \$1,000,000
  - d) Each Occurrence \$1,000,000
  
- 3) Comprehensive Automobile Liability Insurance including coverage for owned, non-owned, and hired vehicles with limits not less than those stated below.
  - a) Bodily Injury and Property Damage Combined \$1,000,000
  
- 4) Umbrella Liability policy minimum coverage \$1,000,000 each occurrence to override all Comprehensive Liability Policies.
  
- 5) Include the Owner as an additional insured under Contractor's Public Liability and Umbrella Excess Liability Products.
  
- 6) Contractor shall submit to the Owner within five (5) days of the award of a contract, an appropriate Certificate of Insurance which certifies that the company is covered by insurance requirements as stated in sections A, 1-5 above. A Notarized letter shall accompany Certificate of Insurance from the Contractor's insurance carrier advising the Owner to what degree the aggregate limit has been impaired. Further, the Contractor fully understands that failure to timely submit the Certificate of Insurance shall give the Owner the option to withdraw the award.
  - a) Contractor's Certificate of Insurance shall be submitted to the Owner on the standard "Acord" Form.
  - b) The Contractor shall require the Insurance Company to modify the cancellation reporting policy (as written in the lower right-hand of the "Acord" Form to read as follows:

Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will mail sixty (60) days written notice to the certificate holder named to the left.

- B. In accord with the provisions of this Article, the Owner hereby notifies the Contractor that the Owner does not intend to carry Property Insurance on construction materials, stored on or off site, or in transit, nor construction equipment stored or in transit.
  - C. Installation Floater (Builder's Risk) – The Contractor will provide all risk coverage with a deductible not higher than \$1,000 per occurrence. The Owner will not supply coverage for Contractor's equipment and/or tools.
23. **Site Restoration:** Contractor shall be responsible to restore the site to the site's original condition upon completion of the installation work, including removal of all used shingles and other debris from the old roof.
24. **Protection of Persons, Property, and Work in Progress:** Contractor shall provide all safety devices, fences, lights, barricades, signs, etc., as required for protection of persons, and temporary wood doors, window covers, locks, barricades, etc., to protect work in progress. No other signs will be permitted on the site. Contractor shall provide sanitary facilities on-site for use by its employees. Restrooms inside the school buildings will not be available for use by Contractor's employees.
25. **Use of Property:** Contractor shall limit the use of the property to construction activities in areas designated as required to perform the project. Keep driveways and entrances clear at all times; do not use these areas for parking or storage of materials. Schedule deliveries to minimize requirements of storage of materials.
26. **Tobacco, Alcohol and Drugs:** The TCCS official policies prohibit the possession, use, or distribution of alcohol or drugs on school property, and the use of tobacco on school property. Contractor shall ensure that all workmen, delivery persons, inspectors, and subcontractors comply with these Board Policies.
27. **Contact Person(s):** All bidders are directed to contact Dr. Douglas Allen, Chief Executive Office at 814/484-3550 for questions regarding the detailed specifications for the roof replacement project.
28. **Pennsylvania Prevailing Wage Rates:** For projects where the total estimated cost is greater than \$25,000, the general Pennsylvania prevailing minimum wage rates (Act 422 of 1961, P.L. 987 amended), as determined by the Pennsylvania Secretary of Labor and Industry, shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term thereof in the locality in which public work is performed, are part of this specification.

29. **Use of Explosives:** Use of explosives is not permitted.
30. **Compatibility of Work to Existing Conditions:** The Contractor shall be fully responsible that, in an approved manner, each trade shall perform demolition work to any existing building(s) and appurtenances necessary to affect the construction of the new work and to make the various parts fit together with the existing building. Trades shall excavate, disconnect, cut, cap-off, patch, and match with new materials as required, all in such a manner as approved by the utility companies, the local codes of enforcement, the Owner, and any and all other authorities having jurisdiction. Replace or repair any damage to surroundings caused by operations under this contract to property of the Owner and all other items of demolition (unless noted otherwise) become the property of the Contractor, who is responsible for removing the same prior to the completion of this contract.
31. **Pre-qualification of Bidders:** Contractors bidding on this project at the time of submission of bids shall submit a list of references where similar work has been performed including name and telephone number of a contact person.
32. **Verifying Existing Utilities:** The Contractor must make all contacts necessary to verify location of existing utilities prior to beginning excavation, if applicable.
33. **Delivery Schedule:** The Contractor must notify Dr. Douglas Allen, Chief Executive Officer with at least 24 hours prior notice so that TCCS representative can be present when the materials are delivered to the project.
34. **Liquidated Damages:** Work shall commence no later than June 10, 2024. Liquidated damages will be \$500/day that the project is not deemed "Substantially Complete" by August 15, 2024. Substantial completion will mean that the roofing and flashing systems have been installed.
35. **Owners Compliance in Retaining Payments:** TCCS intends to retain a percentage of the payments to the Contractor throughout the duration of the project as outlined in Act 317 of 1978, the amount and length of time will be noted on the bid document. The amount will be 10% of the amount of each approved progress payment, to be held until final completion and approval by TCCS of the work.
36. **Sub-Contracts:** The successful bidder shall not assign, transfer, or sublet bids without prior written approval by TCCS.
37. **Payment:** Payment shall be approved upon receipt of the invoice and all units and service in a condition acceptable to TCCS at its sole discretion where said payment has been approved by the Board of Trustees at its regularly scheduled monthly meeting, less retention as provided in paragraph 36 above.
38. **Liability:** Contractor will be responsible for any damage to property caused by the Contractor or his agents or employees. Contractor further covenants and agrees to



assume and does hereby assume all liability for, and shall and does agree to indemnify and save harmless the TCCS, its Administrators, Board of Trustees, and employees against any and all loss, costs, suits, claims, charges, or damages, or injuries, torts, or trespasses happening in and about, or in any way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense.

39. **Clearances:** All bidders will be required to complete and submit the Criminal Background Checks and Child Abuse Clearances, as found within the Bid Documents section of this specification, to demonstrate compliance with state laws regarding criminal background checks for all employees who may be on TCCS premises, and employment history reviews.
40. **Bid/Price Dates:** No bidder may withdraw their bid for a period of 60 days after the date set for opening bids.
41. **Samples:** TCCS reserves the right to require bidder to ship sample(s) at bidder's expense and to require the bidder to remove sample unit(s) at bidder's expense. TCCS reserves the right to reject sample(s) as not meeting specifications at its sole discretion.
42. **Set Up:** Bidder's price shall include cost of delivery to the project site.
43. **Alternates:** Alternates must be submitted and approved per the requirement stated in the Supplementary Roofing Conditions, if any.
44. **Non-Collusion Affidavit:** The enclosed Non-Collusion Affidavit must be executed and submitted with the bid document.
45. **Default:** Failure to conform to bid conditions or contract documents or purchase order shall result in bidder being required to remove said item and repair or replace at no cost to the TCCS. If bidder does not correct nonconformance within a specified time set by TCCS, TCCS has the right to remove and/or replace with items or services from the open market and costs shall be the responsibility of the bidder.
46. **Public Works Employment Verification Act:** Public works contractors and subcontractors performing construction, reconstruction, demolition, alteration or repair work other than maintenance work...when the estimated cost of the total project is in excess of \$25,000 must submit completed "Public Works Employment Verification Forms" for each new employee hired after January 1, 2013 as a precondition to the award of a contract. The submitted forms must be retained by the school district for the duration of the contract.
47. Contractor certifies that neither it, nor any of its employees or affiliates providing services hereunder, are currently under suspension or debarment by the Commonwealth of Pennsylvania or the Federal Government. Contractor shall not

enter into any subcontract for any work under this contract with any subcontractor who is currently suspended or debarred by the Commonwealth of Pennsylvania or the Federal Government. A list of suspended and debarred individuals or contractors may be obtained by contacting the following: Department of General Services, Office of Chief Counsel, 603 North Office Building, Harrisburg, PA 17125; Phone: #717-787-1284; Fax: #717-787-9138.

48. **Site Visit: The bidder shall be responsible to visit the project site to acquaint themselves with local conditions at this location so that notes can be made of anything that might affect their bids. The bidder is responsible to verify all measurements.**

Authorized Signature \_\_\_\_\_

Date: \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_

TIDIOUTE COMMUNITY CHARTER SCHOOL  
SHINGLE REPLACEMENT PROJECT  
HUNTER BUILDING

CONTRACTOR QUOTATION FORM

Tidioute Community Charter School  
241 Main Street  
Tidioute, PA 16351

Attn: Dr. Douglas Allen  
Chief Executive Officer

\_\_\_\_\_, hereby proposes to furnish all labor and materials described in the specifications and in accordance with the General Conditions, all other conditions and drawings for the roof replacement project on the Hunter Building following all details, explanations and instructions of the consultant and subject to the approval of said consultant.

In submittal, the firm listed as bidder, has reviewed the site and is in total agreement with the project specifications.

1. Base Bid:

A. Hunter Building

- 1. Shingle Roof and sheeting replacement per the specification documents.
- 2. New deck of 5/8 inch O.S.B. to be placed over existing deck.

\$ \_\_\_\_\_

In Words: \_\_\_\_\_

2. Unit Prices:

A. Hourly labor rates.

B. Material markup percentage for any change orders.

3. The undersigned agrees that the following bulletins and/or addenda, which have been issued during the bidding period, have been received and have been considered before and in preparation of this proposal.

Bulletin or Addenda Number

Date Received

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The undersigned has inspected proposed site, and this proposal is made with full knowledge of the conditions revealed by a reasonable inspection of the site.

The undersigned, in the performance of the Contract, agrees to pay the prevailing wages as specified by the Pennsylvania Department of Labor, Division of Industrial Affairs Wage Determination, dated \_\_\_\_\_ and to make and file as required by any application and lawful regulations, and all reports of compliance that are required.

The bidder also agrees to insert in his subcontracts all stipulations that may be required by any lawful adopted regulations under said Prevailing Wage Act, as amended.

The undersigned hereby certifies that this proposal is genuine, not sham or collusive, or made in the interest of, or on behalf of any person, firm or corporation not herein mentioned, and that the undersigned has not, in any manner, sought by collusion to secure an advantage for himself over any other bidder.

The undersigned has reviewed specifications, drawings, associated documents and the roofs to be worked on and certifies that he/she has visited the site and is familiar and in agreement with the specification package.

The undersigned, intending to be legally bound, hereby agrees that this proposal shall be irrevocable and shall remain subject to acceptance for sixty (60) days after the actual date of the opening of bids.

When the Bidder is an Individual:

\_\_\_\_\_

\_\_\_\_\_  
Contractor Individual (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

When the Bidder is a Partnership:

\_\_\_\_\_

\_\_\_\_\_

Address

Telephone Number

Contractor Partnership

(SEAL)

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

When the Bidder is a corporation:

Contractor Corporation

(Corporate Seal)

Address

Telephone Number

Attest:

Secretary

President

Authorized Representative

The corporation is duly existing under the laws of the Commonwealth of Pennsylvania and is qualified to do business in the Commonwealth of Pennsylvania.

\*\* Attach appropriate proof, dated as of the date of the Proposal, evidencing authority to execute on behalf of the Corporation in accordance with the requirement of the Contract documents.

In submitting this proposal, it is understood the Contract Documents for this project, and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of state and federal laws, including but not limited to, the latest amendments of the following:

Williams-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596.

Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;

Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations;

**Bids not received prior to May 20, 2024, at 1:00 P.M. shall be returned unopened. No exceptions will be made.**

Note: Bidder must have a valid Pennsylvania Business License prior to signing a contract For this project.

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(please give toll free if available)

Federal E.I. Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**SUBCONTRACTORS LIST**

In the event the Roofing Contractor intends to do all of the subcontracted work, his company MUST BE LISTED FOR EACH CATEGORY.

If awarded this contract, we \_\_\_\_\_ will  
(name of Bidder)  
award subcontracts to the following subcontractors.

Where we intend to perform the work with our own forces, our name is listed as subcontractor.

**Failure to list subcontractors shall be cause for rejection of your proposal. Roofing segment of work will not be subcontracted.**

**Subcontractor / Trade  
Classification**

**Name & Address**

**Federal E.I. No.**

Roofing Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Mechanical Contractor

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Sheet Metal

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Caulking Contractor

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Other: (Specify)

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INCLUDE YOUR AFFIRMATIVE ACTION POLICY OR IN ABSENCE THEREOF  
USE THIS COMPLETE SIGNED STATEMENT  
SECTION 755, PUBLIC SCHOOL CODE OF PENNSYLVANIA  
1940 AS AMENDED

Equality of employment opportunity on public works

(a) As a condition to the awarding of any contract for public works financed in whole or in part by state appropriation all state contracting agencies shall include in every contract hereinafter entered into the following provisions:

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

- (1) That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor, shall, by reason of race, creed or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates;
- (2) That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color.
- (3) That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provision of the contract; and,
- (4) That this contract may be canceled or terminated by TCCS, and all money due or to become due hereunder may be forfeited, for a second and subsequent violation of the terms or conditions of the portion of the contract.

\_\_\_\_\_  
Company / Organization

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Date



## CONTRACTOR'S QUALIFICATION STATEMENT

This statement is to be filed with the bid; attach separate sheet as necessary.

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

To: Tidioute Community Charter School  
241 Main Street  
Tidioute, PA 16351

Attention: Dr. Douglas Allen  
Chief Executive Officer

Submitted by: Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Joint Venture \_\_\_\_\_

Other \_\_\_\_\_

1. How many years has your organization been in business as a contractor?
2. How many years has your organization been in business under its present business name?
3. If a corporation, answer the following:
  - a. Date of Incorporation:
  - b. State of Incorporation:
  - c. President's Name:
  - d. Vice President's Name (s):
  - e. Secretary's Name:
  - f. Treasurer's Name:
  - g. Names and addresses of all shareholders with greater than 10% interest in the corporation:

4. If individual or partnership, answer the following:
  - a. Date of organization:
  - b. Name and address of all partners:
5. If other than corporation or partnership, describe organization and name principals:
6. We normally perform \_\_\_\_\_% of the work with our own forces. List trades:
7. Have you ever failed to complete any work awarded to you? If so, note when, where and why?
8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract? If so, state circumstances:
9. List name of project, owner, architect engineer, percent complete and scheduled completion of the major construction projects your organization has in progress on this date:
10. List the name of project, owner, architect engineer, contract amount, date of completion, percent of work with own forces of the projects your organization has completed in the past two years which equal at least 50% or the total amount of the Bid for the project under consideration:
11. List the construction experience of the principal individuals of your organization (Include Foreman):
12. List states and categories in which your organization is legally qualified to do business:
13. Trade References:
14. Bank References:

15. Dated at this \_\_\_\_\_ day of \_\_\_\_\_ 2024

Name of Organization:

By:

Title:

\_\_\_\_\_ being duly sworn, deposes and says that he (she) is the  
\_\_\_\_\_ of the Contacting firm and that answers to the foregoing questions  
and all statements therein contained are true and correct. Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission expires:

## **NON-COLLUSION AFFIDAVIT**

Pursuant to the bidding requirements of the TCCS related to the bid for Roof Replacement for the Hunter Building and as authorized by the Anti-Bid Rigging Act, 73 P.S. Section 1617. The undersigned, \_\_\_\_\_ (the "Bidder"), being duly authorized to make this Affidavit and being duly sworn according to law, deposes and says that, by submission of the Bid to which this Affidavit is attached, the Bidder certifies under penalty of perjury that, to the best of his knowledge, information and belief, the following:

1. The prices submitted in the attached Bid have been calculated and are hereby submitted independently and without collusion, consultation, communication or agreement of any kind, for the purposes of restricting competition as to any matter relative to prices, estimations or quotations, with any competitor to the Bidder.
2. Unless otherwise required by law, the prices which have been calculated and quoted in the attached Bid have not been disclosed knowingly by Bidder prior to submission of this Bid, and will not be disclosed knowingly by the Bidder after the submission and prior to the opening of the bid, either directly or indirectly, to any competitor of the Bidder or to any other bidder.
3. No attempt has been made prior to submission of the Bid or will be made subsequent to the submission of the Bid by Bidder to induce in any way, any other person, association, partnership, joint venture or corporation to submit or refrain from submitting a bid for the purpose of restricting competition.
4. Bidder, his affiliates, agents and employees, and any person signing on behalf of Bidder are not currently under investigation by any governmental agency and have not been convicted or found liable for any act prohibited by Pennsylvania or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three years, except as may be listed on any attachment hereto and made a part hereof.

5. This Affidavit is made and submitted to comply with Section 7 of the Pennsylvania Anti-Bid Rigging Act (73 P.S. Section 1617) and all amendments or revisions thereto and the rules and regulations promulgated thereunder, in order to permit the TCCS to act thereunder as a governmental agency. Any misstatement in this Affidavit shall constitute fraudulent concealment and shall be subject to penalties of law.

WITNESS:

BIDDER:

\_\_\_\_\_

\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**ROOF SPECIFICATIONS**

1. Asphalt shingles, GAF brand or equivalent, warranty of 50 years on material, 25 years on labor; new deck of 5/8 inch O.S.B. to be placed over existing deck.
2. Vented ridge cap across entire peak.
3. Leak barrier underlayment per product specifications.
4. Ice and snow guard, six feet from edge.
5. Drip edge, entire edge of roof.
6. Flashing at valleys and wall joints.
7. Stack vent and bell tower flange and flashing as needed.
8. Shingle color to be determined.
9. Fasteners: Per product specifications.

Estimated size of roof:        39,450 sq. ft.

Bidders are responsible to make own measurements of roof; TCCS makes no warranty and assumes no responsibility for the accuracy of roof measurements.