

**Hempfield School District**  
200 Church Street, Landisville, PA 17538  
Tel: (717) 898-5632 Fax: (717) 898-5649

**Districtwide Routine/Touch-Up Painting Support**

**ADVERTISEMENT NOTICE**

Proposals for Routine/Touch-Up Painting Support will be received at the Administration Building of Hempfield School District, located at 200 Church Street, Landisville, PA 17538, until 2:00 p.m., Thursday, January 31, 2019.

Beginning on January, 10, 2019 request for proposal packets will be available to prospective proposer on the district's website, [www.hempfieldsd.org](http://www.hempfieldsd.org), or by calling the Maintenance Office at (717) 898-5632 during any weekday between the hours of 7:00 a.m. and 3:30 p.m.

The Hempfield School District reserves the right to reject any and all proposals if determined such action to be in the best interests of the School District.

## **Table of Contents**

This Request for Proposal package includes the following documents, which shall govern the contracting for this project:

- A. Advertisement for Request for Proposals
- B. Instructions to Proposers
- C. Description and Scope of Work
- D. Request for Proposal Form
- E. Instructions for Non-Collusion Affidavit and Non-Collusion Affidavit

The services for which proposals are being solicited are those for maintenance and services other than construction, reconstruction, demolition, alteration and/or repair work. Proposers are advised that this work is not subject to provisions of the Pennsylvania Prevailing Wage Act.

## HEMPFIELD SCHOOL DISTRICT

### B. INSTRUCTIONS TO PROPOSERS

1. Delivery of Request for Proposal: Proposals must be submitted on the **Proposal Form** supplied by the District. Each Proposal must be delivered in a sealed envelope to the Hempfield School District Administration Building located at 200 Church Street, Landisville, PA 17538, **prior** to the time stated in the advertisement for Request for Proposal. Delivery of the proposal is the responsibility of the proposer. Proposals received **after** the date and time set, even if postmarked earlier, shall **not** be considered responsive and will be returned unopened. Proposals shall not be accepted via facsimile (also known as “fax”). The District shall not be responsible for the opening of any proposals which are not marked in accordance with these Instructions to Proposers.
2. All proposals submitted must be either typewritten or neatly handwritten and signed by the proposer on the Proposal Form supplied as part of this Request for Proposals. Proposals altered in any way shall be considered non responsive and shall not be accepted (i.e. erasures, white out, etc.).
3. If the proposer is a partnership, corporation or other business entity, the Proposal Form shall be executed by the authorized partner or officer of the business entity with the name and title of the partner or officer of such business entity clearly stated beneath such signature.
4. All proposals shall be submitted with the understanding that the proposer is acquainted with and fully understands all of the requirements of the service agreement. The proposer shall not at any time after the submission of a proposal, make any claim whatsoever based on insufficient data or a misunderstanding of the requirements, nature, conditions, or extent of the work under the contract. Prior to any proposer visiting the site for the purpose of gaining understanding with the conditions, the proposer shall contact Troy C. Robey, Director of Maintenance by telephone (717) 898-5632, cell phone (717) 824-9122, or email [troy\\_robey@hempfieldsd.org](mailto:troy_robey@hempfieldsd.org) for notification and approval of visit. The premises shall be left in the same condition as before the proposer's visit. The proposer shall be familiar with scope of work and services areas, and any questions regarding the scope of work or service locations shall be directed to the Director of Maintenance. It is the proposers’ responsibility to make themselves familiar with all locations and site conditions prior to proposal submission. Hempfield School District shall not accept any additional charges or delays for failure to do so.
5. Additional rules governing Proposals
  - a. Withdrawal of Proposal – Unless permitted by 72 P.S. Section 1602, as amended, no proposal may be withdrawn before the expiration of the sixty (60) days from the date established for the opening of the proposals.

- b. Rights of Owner – The District reserves the right to reject any or all proposals or any part thereof and may waive any or all technicalities or informalities. The District may select a single item for any proposal, without obligation, or may order more or less than the quantity specified at the unit price stated in the proposal, as may best serve the interests of the District.
- c. Before any award is made, the District may require satisfactory evidence to show that the Contractor is a responsible vendor as contemplated under Pennsylvania law.
- d. A contract may be awarded within two weeks (14 days) after date established for opening of proposals. All proposals shall remain valid and acceptable for this length of time. This time may be extended by the mutual consent of the proposer and the District.
- e. The proposer must demonstrate a successful track record in the performance of like work or the supplying of like product. If the proposer has not worked for the district within the past two years, four references including name, address, telephone number, contact person, and scope of product or service provided are to be submitted with the Proposal Form.
- f. The Non-Collusion Affidavit included in this proposal package must be completed and submitted with the proposal. Failure to submit the fully executed and notarized Non-Collusion Affidavit shall be grounds for the rejection of such proposal.
- g. The Contractor shall perform its work in accordance with the Contract Documents and in a professional, skilled and timely manner. Any supplies, or materials provided by Contractor shall be new and of the highest quality unless otherwise stated.
- h. The Contractor shall abide by all federal, state and local legal requirements applicable to this project, including requirements imposed by statute, regulation, code, ordinance, administrative rule or by order of any court or administrative agency. This includes, but is not limited to, requirements governing health, safety, labor and environmental protection. Among other things, the Contractor shall submit an MSDS form and proper labeling to the District in advance of any chemical being used.
- i. The Contractor shall perform its work in a manner that interferes as little as possible with the normal conduct of school activities, using its best efforts to protect the safety of students, employees, invitees, and School District property.
- j. The Contractor's Work shall be at all times subject to the inspection and approval of the School District. Any work that in the opinion of the School District do not comply with the Contract Documents will be corrected promptly.

## 6. Background Check Requirements (Act 34, Act 151, Act 114)

For any employee or other representative of the Contractor or its subcontractors who enters the work site, the Contractor shall provide the District originals (or notarized copies satisfactory to the Owner) of criminal record, child abuse background check and fingerprint reports. When an original background check report is provided, the School District will copy and return the original to the Contractor. The reports must be provided before any employee or other representative of the Contractor or its subcontractors enters the work site. Failure to comply with these requirements is a breach of the contract between the Contractor and the School District, will result in withholding of contract payments, and may result in assessment of a penalty under applicable law. The Contractor is responsible for ensuring compliance with these requirements by all its subcontractors. Required reports include criminal history record information from the Pennsylvania state police and FBI pursuant to the School Code, 24 P.S. § 1-111 (Act 34). Such criminal history record information shall be no more than a year old. As to child abuse reports, the Contractor must provide for all such individuals an official clearance statement pursuant to the Child Protective Services Law, 23 Pa. C.S.A. § 6355 (Act 151). Such child abuse information shall be no more than a year old.

Any employee or subcontractor of a Contractor presently working with the district who has hired or subcontracted individuals after April 1, 2007 must have those individuals comply with the fingerprint requirements of Act 114. Contractors must complete the Affidavit and Agreement for any fingerprint reports applied for, but not yet received.

## 7. INSURANCE

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

### Workers' Compensation and Employer's Liability

Amounts and coverage as required by Law

General Liability Insurance including coverage for premises, operations, independent contractors, contractual liability, products, and underground property damage, personal injury. No deductible permitted. Coverage amount limit shall be a minimum of:

\$ 1,000,000 / \$500,000 each occurrence.

Excess (Umbrella) Liability Insurance coverage amount limit shall be a minimum of \$3,000,000. No deductible permitted. No “gaps” permitted between primary and excess coverage.

Combined Single Limit Auto Insurance in the amount of \$1,000,000

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

8. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1995 (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 and made part of this specification. Attention is directed to the language of the Commonwealth's non-discrimination clause in PA Code 349.101.
9. According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the Contractor agrees:
  - a. That in the hiring of employees for performance of work under this contract, or any subcontract hereunder, no such Contractor or subcontractor shall, by reason of race, creed or color, discriminate against a citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
  - b. That no Contractor, subcontractor, 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.
  - c. 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 provisions of the contract; and
  - d. That this contract may be canceled or terminated by District and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

#### 10. Payments

- a. Invoices submitted to Hempfield School District are paid via board approved checks. The District processes payments on the 20<sup>th</sup> of the month for payment approval on the

second Tuesday of the next month. Any invoices processed after the 20<sup>th</sup> of the month may be held until the following month.

- b. The District reserves a ten (10) day period for work inspection and invoice approval.
  - c. Invoice shall be itemized to show both time and materials expended on the assigned task(s).
  - d. The Hempfield School District is a tax-exempt entity. No taxes shall be applied to the Contractor's invoices.
11. Contractor shall maintain, in a current status, all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor.
12. Contractor shall maintain a base of operation within a 40-mile radius of the Hempfield School District.
13. Standard of Quality
- a. The Contractor shall provide sufficient resources including skilled workers, appropriate equipment, and proper materials to complete the work in a timely and complete manner. The work shall be conducted in such a manner as to interfere as little as possible with the normal conduct of school activities and every reasonable care shall be taken to protect the safety of the children, school staff and other employees, as well as any School District property.
  - b. All operations, equipment, and material shall be at all times subject to the inspection and approval of the School District and any workers, equipment, or materials, which in the opinion of the School District do not meet the specifications, will be rejected and shall be immediately removed from the site. Any work, which in the opinion of the School District does not comply with the specifications, shall be stopped at once and such correction as necessary to make it to conform to specifications shall be instituted at once.
14. ALL DISTRICT BUILDINGS AND GROUNDS ARE "NON –SMOKING" AREAS.

## HEMPFIELD SCHOOL DISTRICT

### C. DESCRIPTION AND SCOPE OF WORK: SPECIFICATIONS FOR TOUCH UP PAINTING

#### Primary Service Locations:

Centerville Elementary School: 901 Centerville Road, Lancaster, PA 17601

Centerville Middle School: 865 Centerville Road, Lancaster, PA 17601

District Administration Building: 200 Church Street, Landisville, PA 17538

East Petersburg Elementary School: 5700 Lemon Street, East Petersburg, PA 17520

Farmdale Elementary School: 695 Prospect Road, Mount Joy, PA 17552

Hempfield High School: 200 Stanley Avenue, Landisville, PA 17538

Landisville Education Center: 220 Church Street, Landisville, PA 17538

Landisville Intermediate Center: 330 Mumma Drive, Landisville, PA 17538

Landisville Middle School: 340 Mumma Drive, Landisville, PA 17538

Landisville Primary Center: 320 Mumma Drive, Landisville, PA 17538

Mountville Elementary School: 200 College Avenue, Mountville, PA 17554

Rohrerstown Elementary School: 2200 Noll Drive, Lancaster, PA 17603

#### 1. General Information

- a. The purpose of this proposal is to provide the Hempfield School District a service agreement with a qualified contractor to provide touch-up painting services upon request by the District's Director of Maintenance or his designee. Paint will be of the brand and color designated by the district. The district will furnish a list of / provide the designated color(s) by location to / for the Contractor / in the Maintenance Shop – 350 Mumma Drive, Landisville, PA 17538
- b. The Contractor shall furnish all labor, materials (other than paint), equipment, parts, services and incidentals necessary for completion of touch-up painting services for – but not necessarily limited to – doors, door frames, window frames, handrails, bathroom stall doors and/or dividers, bollards, and various piping, pumps, etc. associated with facility mechanical systems. Contractor should understand that some work may require working from a ladder, or on the roof of a facility.
- c. Contractor shall complete and submit a detailed service report / invoice setting forth a description of work completed after each service call for signature and approval by a District representative. If the Contractor proposes to use subcontractors, information on them shall be provided to the District for review and approval in accordance with the specifications outlined in this request for proposal.
- d. The District reserves the right to terminate the contract with a 30-day notice, and secure the services of another vendor other than the Contractor, if the Contractor fails to abide

by the conditions put forth by the District, or provides a quality level deemed less than satisfactory to the Director of Maintenance or his designee.

## 2. Scope of Work

- a. Prior to the start of any painting, the Contractor shall meet with the District's Director of Maintenance or his designee to survey area(s) to be painted to ensure familiarization with potential hazards and/or limitations, work out estimate of paint quantity needed, and work out a scheduled date and time to perform the service.
- b. The Contractor shall provide a reasonable response time, when requested by District, to meet to survey area(s). Further, the Contractor shall ensure they are available to perform required tasks on the agreed upon day(s).
- c. It is the responsibility of the Contractor to identify obstructions and clearly mask off boundaries in a manner that will mitigate overspray/splattering of paint on to surfaces not designated for painting, and minimize risk / exposure to students, teachers, staff, and/or visitors to the District's facilities.
- d. The Contractor shall remain in communications with the District's Director of Maintenance or his designee during the course of the assigned task to ensure the work remains on schedule and is performed in as timely a manner as possible.
- e. In the event a snowstorm occurs during scheduled service day(s), the District's Director of Maintenance or his designee will contact the Contractor to coordinate either a rescheduling of the service, or ensure safe enough conditions exist for the Contractor to arrive and work at the designated location as scheduled.

3. **Damage to District/Private Real or Personal Property or to Persons.** The Contractor shall take necessary precautions to protect both District and Private property and persons. Any damage to property or persons resulting from the wrongful or negligent acts of the Contractor's agents and employees shall be reported to the District representative immediately. The Contractor shall be responsible for the repair or replacement of any property damaged during the course of its operation. These repairs or replacements must be accomplished immediately at the Contractor's sole expense and as required by District. Replacement material/parts shall be identical, the same make and part or model number as that currently used or approved equal. In the event the Contractor does damage to Owner/Private property during the course of providing services under this proposal and such damage is not repaired within seven (7) business days of notice by the District to the Contractor and upon notification of the Contractor, the District shall reserve the right to make such repairs and bill or deduct from payment the cost of such repairs. In addition to these obligations and the fullest extent allowed by law, Contractor shall indemnify and hold harmless the District from and against any and all claims, damages, suits, expenses or losses (including reasonable attorneys' fees and court costs) arising from or relating to Contractor's services hereunder.

4. Prior to entering any District property, Contractor's agents and employees shall complete a criminal background check at the cost of the Contractor. Evidence of this investigation must be provided to the District.
5. Quality Assurance inspections will be conducted to insure contract compliance. The District's Director of Maintenance or his designee will coordinate inspections. The Contractor will have a manager present for inspections.
6. All materials and performance of work will meet all Federal Health and Safety Laws currently in effect, including, but not limited to OSHA.
7. The Contractor shall take all necessary precautions for the safety of its agents and employees on the job and of the general public. All work shall be scheduled to provide the least inconvenience to occupants of the buildings.
8. The Contractor shall protect all surrounding areas during painting operations. Damaged material shall be repaired and/or replaced by the Contractor, unless the District decides to make such repairs or replacements in which case the Contractor shall be responsible for all cost thereof.

**HEMPFIELD SCHOOL DISTRICT**

**D. REQUEST FOR PROPOSAL FORM**

The undersigned, agrees to provide products and services in accordance with the "Touch-up Painting Services", to the District and Board of School Directors of the Hempfield School District, 200 Church Street, Landisville, PA 17538, at the price shown on this proposal form.

This proposal is subject to all of the terms in the Request for Proposal materials, including the Contract Documents and the Specifications. The undersigned hereby agrees to enter into a written contract to furnish the items specified to the Hempfield School District in exact accordance with such terms and at the price(s) stated below for the designated period(s).

**CONTRACT TERM: March 1, 2019 to June 30, 2020 or April 30, 2022, as outlined below.**

**YEAR 1 (March 1, 2019 to June 30, 2020) - Anticipated contract amount 1500 hours**

**Dollars (\$\_\_\_\_\_) per hour - painting**

**Any other Miscellaneous Fees: You may attach a separate price listing to this sheet.**

**YEAR 2 (July 1, 2020 to June 30, 2021) - Anticipated contract amount 1000 hours**

**Dollars (\$\_\_\_\_\_) per hour - painting**

**YEAR 3 (SCHOOL DISTRICT OPTION) (July 1, 2021 to June 30, 2022) - Anticipated contract amount 1000 hours**

**Dollars (\$\_\_\_\_\_) per hour - painting**

\_\_\_\_\_  
Signature of Individual Authorized to Submit Proposal \_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed Name and Title

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Primary Contact Person Email Address

\_\_\_\_\_  
Phone Number Fax Number

\_\_\_\_\_  
Additional Contact

## **HEMPFIELD SCHOOL DISTRICT**

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

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

**NON-COLLUSION AFFIDAVIT**

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

Contract/Proposal Title: Touch Up Painting 19/20; 20/21

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

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
Title Name of Firm

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal 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 proposal.

5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

[Empty rectangular box for details]

I state that \_\_\_\_\_ understands and acknowledges that the above representations are material and important, and shall be relied on by **Hempfield School District** in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from **Hempfield School District** of the true facts relating to the submission of proposals for this contract.

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

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

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

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