

**The Board of Public Education
of the School District of Pittsburgh**

Administration Building, 341 South Bellefield Avenue

**Inquiry
Number 8750**

Pittsburgh, PA 15213

Sealed bids for material listed herein will be received in the Office of the Chief Operations Officer, Room No. 251 in the Administration Building until 11 o'clock A.M., TUESDAY, AUGUST 12, 2014 and will be opened at the same hour in CONFERENCE ROOM "A", CENTER SECTION.

**Price each item as indicated including delivery INSIDE OF BUILDING to
Insert Prices, Model No., etc., sign the bid form and Return ONE Copy**

ROCK SALT & ICE MELT

CUPPLES STADIUM/RIDGE AVENUE

-
1. These bids are being received according to law as set forth in the Public School Code of 1949, as amended.
 2. All bids shall be returned in sealed envelopes and addressed to The Board of Public Education. Please show the bid inquiry number on the outside of the envelope.
 3. The Bidder is responsible for ensuring that the Bid document, inside a sealed envelope, is deposited into the locked bid box in Room 251 of the Administration Building prior to 11:00 AM on the date of the Bid Opening. Delivering that Bid document to a school district employee, even if a signature is obtained, **is not** sufficient to meet the requirements of this Bid Condition. The School District is not responsible for the failure of any of its employees or any mail delivery service to place this bid document in the designated bid box prior to the time and date for the public opening of this Bid.
 4. One copy of this bid inquiry document is to be filled out, signed and returned to the Board of Public Education.
 5. Bids shall be submitted on this Inquiry form which must be signed by a duly authorized agent or officer of the Company making the bid. Absence of original signature of person duly authorized to sign for the Company submitting this bid document will automatically leave this bid null and void.
 6. Bidders will quote prices on the unit as specified (i.e., "each", "lot", "dozen", etc.) unless the unit as used in the trade differs from that requested on the Inquiry. In such case, the unit being bid should be changed on this bid document to reflect the industry standard.
 7. Prices quoted will be considered net unless otherwise noted on bid. No escalator clauses will be permitted unless provided for in the Bid format.
 8. Prices quoted must include all costs for transportation to the location indicated above including delivery inside the building.
 9. Not more than one alternate product may be quoted on any single item of the bid. Description and pricing for such alternate must be typed in on this document immediately below space for pricing of primary bid.
 10. All bids shall be effective for a period of 45 days from the opening date of this bid, and no bid may be withdrawn prior thereto.
 11. In all cases where no sample is submitted by the bidder, it will be understood that the bidder agrees to furnish the exact article or articles as specified, or to exactly match the Board's sample. Where samples are requested on items bid, failure to provide such samples may result in the automatic disqualification of the bid for those items.
 12. The Purchasing Agent of The Board of Public Education shall have full power and authority to reject any and all materials furnished which in his opinion, are not in strict compliance and conformity with the requirements of the specifications, or equal in every respect to the samples submitted. The decision of said Purchasing Agent shall be final, conclusive, and without exceptions or appeal. All articles so rejected shall promptly be removed from the premises of the Board at the cost of the Vendor.
 13. The Board of Public Education reserves the right to increase quantities of items to be purchased to reflect actual Board needs at the time that orders are issued. Such additional quantities will be purchased at the price indicated on this bid.
 14. The Board of Public Education reserves the right to reject any or all bids, and to accept or reject any item or group of items, for which bid is submitted.
 15. Piggybacking - It is understood that the goods and services described in the specifications may be purchased by the District and any other local municipal bodies as set forth in the specifications and bidder agrees to supply the goods and services to the local municipal bodies on the same terms and conditions as if they were to be supplied to the District. To the extent that the local municipal bodies purchase goods or services, then the local municipal bodies and not the District, shall be liable to the bidder.

SCHOOL DISTRICT OF PITTSBURGH
PROCEDURES FOR IMPLEMENTATION OF
SUBSTANCE ABUSE POLICY

PURPOSE

The purpose of these Procedures is to specify to whom the Substance Abuse Policy of the School District of Pittsburgh applies and to ensure that the Substance Abuse Policy is implemented and enforced in a uniform manner throughout the School District of Pittsburgh (the District).

APPLICABILITY

The Substance Abuse Policy of the District applies to Construction Contractors and other Independent Contractors, and their employees whose work with the District will include tasks that are considered high risk or safety sensitive or includes tasks that genuinely implicate public safety.

DEFINITIONS

Alcohol Test – a “for cause” only test for alcohol performed according to the National Highway Traffic Safety Administration, Model Specifications and Evidential Breath Testing Devices, 49 Federal Register 48855, dated December 14, 1984 (and any amendments thereto). For purposes of these procedures, the cut off level for alcohol shall be .04%.

Appropriate Drug Test – a test for drugs that is performed according to the Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program, 53 Federal Register 11970, April 11, 1988 (and any amendments thereto).

Certificate of Compliance – a notarized Certificate executed by the Contractor and submitted to the School District’s Compliance Officer declaring that the Contractor has read and understands the Substance Abuse Policy of the District and will allow only those employees who have passed an appropriate drug test to work on District projects.

Contractor – a Construction Contractor or an Independent Contractor.

Contractor’s Substance Abuse Testing Program – the Pre-Access Testing Program and/or “for cause” testing program established, administered and enforced by the Contractor pursuant to Paragraphs 2 & 3 of the District’s Substance Abuse Policy. Such a program may include a rehabilitation component through a facility that has been accredited through the Joint Committee on Accreditation of Health Care Organizations.

Employee – a Subcontractor or an employee of a Construction Contractor or an Independent Contractor.

High Risk or Safety Sensitive Tasks – functions that include, but are not limited to:

1) duties related to construction on District property, including tasks performed by ironworkers, plumbers, electricians, roofers, painters and those engaged in HVAC (heating, cooling, ventilation and air conditioning) work; 2) tasks that include the operation of all kinds of equipment and machinery; 3) the operation of vehicles that require the operator to hold a CDL (Commercial Driver's License); and 4) any type of work that requires an individual to climb or use any type of scaffolding, lifts, or ladders or would require an individual to work at a substantial height.

Pre-Access Testing Program – the portion of the Contractor's Substance Abuse Testing Program that requires a drug test to be performed on an employee and passed prior to allowing an employee access to District workplaces.

Random Testing – a drug testing program implemented and managed by a Third Party Administrator, at a cost to the Contractor, whereby participants are selected by social security number from the total program participation. Participants are selected by utilizing a computer with a number generating software program. Twenty-five percent (25%) of the total program participation will be randomly tested. A participant may be tested more than once.

Substance Abuse – the use of drugs or alcohol at the workplace.

Testing “for cause” – alcohol testing necessitated by observed behavior indicating that the employee may be under the influence of drugs or alcohol and/or the involvement by the employee in, or cause of an accident which causes or could have caused injury to the employee or another individual, or which causes or could have caused destruction or damage to the District's property.

Third Party Administrator – the entity that will validate Contractor's Substance Abuse Testing Program and will implement and manage a random testing program and develop/maintain a database for the District.

PROCEDURES

1. It is the policy of the School District of Pittsburgh, consistent with applicable laws and regulations to prohibit the use of illegal drugs and the use of alcohol at the workplace and to require that all Construction Contractors and other Independent Contractors certify that their employees engaged in the type of work covered by this policy have passed an appropriate drug test.

2. Prior to the bidding process for each contract subject to this policy, it shall be the duty of the Director of the Division or Administrator soliciting the bid to determine if any of the work of the contract is considered high risk, safety sensitive or considered to genuinely implicate public safety and if so must include the School District of Pittsburgh's Substance Abuse Policy and Certification Form in the Bid Documents.
3. During the negotiation process for each personal services contract subject to this Policy, it shall be the duty of the Director of the Division or Administrator to determine if any of the work of the contract is considered high risk, safety sensitive or considered to genuinely implicate public safety and if so must provide the School District of Pittsburgh's Substance Abuse Policy and Certification Form to the individual who will execute the contract.
4. The list of high risk or safety sensitive tasks or tasks that genuinely implicate public safety are listed in the definition of this policy however, the list is not exclusive. Such list shall be reviewed by the Chief of Operations and/or his designee prior to the commencement of the policy. Such list shall be periodically reviewed in order to determine if additional tasks should be added to the list.
5. Certificates of Compliance shall be directed to the District's Compliance Officer. Such certificates will be maintained on file for one year beyond job completion in the office of the Compliance Officer. Certificates of Compliance will be required for each contract with the School District of Pittsburgh to which these guidelines apply.
6. Any Construction Contractor, Independent Contractor or employee of same who observes behavior indicating that another person to whom this policy applies may be under the influence of drugs or alcohol shall immediately report such behavior to the District's Compliance Officer or the Office of the Chief of Staff at 412-622-3633.
7. Any Construction Contractor or Independent Contractor who violates this policy or its reporting requirements shall cause its contract with the District to be immediately terminated, and any employee who violates same shall immediately be removed from such project.
8. The School District of Pittsburgh and/or its designee maintains the absolute right to examine and review from time to time, any and all records related to the Contractor's Substance Abuse Program.

**CERTIFICATE OF COMPLIANCE WITH THE
SUBSTANCE ABUSE POLICY OF THE
SCHOOL DISTRICT OF PITTSBURGH**

I, _____, do hereby certify that I have read and understand the Substance Abuse Policy of the School District of Pittsburgh, and have supplied a copy of same to my employees and/or subcontractors. I also declare that my employees and/or subcontractors and their employees who will be performing tasks that are high risk, safety sensitive or genuinely implicate public safety, will pass an appropriate test for substance abuse prior to being permitted access to the School District of Pittsburgh's workplaces.

NOTARY PUBLIC

BY: _____
Signature of Representative

Signature of Notary

Print Name & Title of Representative

(Seal and/or Stamp)

Print Name of Company

Telephone Number of Representative

Date

INSTRUCTIONS FOR CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the following page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include in this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, - Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals, each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the Certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, encoded at 29 CFR Part 98, 98.510, participants responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register {Pages 19160-19211}.

{BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION}.

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this proposal.

NAME OF ORGANIZATION _____

AUTHORIZED REPRESENTATIVE _____ TITLE _____

SIGNATURE _____ DATE _____

ADDRESS _____

PHONE _____ E-MAIL _____

The Board of Public Education
of the School District of Pittsburgh
Pittsburgh, PA 15213

INQUIRY NUMBER 8750
SHEET NUMBER 8 OF 10

Articles	Price
<p style="text-align: center;">SPECIFICATIONS</p> <p style="text-align: center;">FOR</p> <p style="text-align: center;">ROCK SALT & ICE MELT</p> <p style="text-align: center;">AT</p> <p style="text-align: center;">CUPPLES STADIUM</p> <p>THE BOARD OF PUBLIC EDUCATION OF THE SCHOOL DISTRICT OF PITTSBURGH PROPOSES TO ENTER INTO A CONTRACT FOR THE FURNISHING OF ROCK SALT AND ICE MELT AS REQUIRED FOR THE PERIOD OCTOBER 1, 2014 THROUGH APRIL 30, 2015.</p> <p>ANY QUESTIONS PERTAINING TO THIS BID SHOULD BE DIRECTED TO:</p> <p style="text-align: center;">LEON WEBB</p> <p style="text-align: center;">THE BOARD OF PUBLIC EDUCATION SERVICE CENTER-UPPER LEVEL 1305 MURIEL STREET PITTSBURGH, PA 15203</p> <p style="text-align: center;">PHONE: (412) 488-4664</p> <p style="text-align: center;"><u>NON-DISCRIMINATION POLICY</u></p> <p>THE PITTSBURGH PUBLIC SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EDUCATION INSTITUTION AND WILL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX OR HANDICAP IN ITS ACTIVITIES, PROGRAMS OR EMPLOYMENT PRACTICES AS REQUIRED BY TITLE VI, TITLE IX AND SECTION 504.</p> <p>FOR INFORMATION REGARDING CIVIL RIGHTS OR GRIEVANCE PROCEDURES CONTACT: <u>CONTRACT COMPLIANCE OFFICE,</u> <u>PITTSBURGH PUBLIC SCHOOLS, 1305 MURIEL STREET,</u> <u>PITTSBURGH, PA 15203, (412) 488-4661.</u></p>	

We, the undersigned, hereby propose and agree to furnish to the Board of Public Education any or all of the items that we have priced, at the prices set opposite each item in the foregoing list. This proposal is subject to all terms of the specifications, bid conditions and instructions herein, and we hereby agree to furnish such item or items as may be awarded to us. This bid document is null and void without an original signature of a person properly authorized to sign for the company submitting the bid.

Company Name _____

Sign Here _____

Original Signature Required

**The Board of Public Education
of the School District of Pittsburgh
Pittsburgh, PA 15213**

INQUIRY NUMBER 8750
SHEET NUMBER 9 OF 10

<u>ITEM NO.</u>	<u>Articles</u>	<u>Price</u>
1.	<p><u>ROCK SALT AND ICE MELT</u></p> <p><u>ROCK SALT, CC GRADE, 50 LB. BAGS WITH DELIVERY TO CUPPLES STADIUM 800 CARSON STREET, PITTSBURGH, PA 15203 AND 3128 ALLENDALE ST., PITTSBURGH, PA 15204 IN MINIMUM ORDER QUANTITIES OF 540 BAGS. (FREIGHT SHIPPING BAGS MUST MEET REQUIREMENTS OF APPLICABLE FREIGHT CLASSIFICATION). (ESTIMATED USAGE – 8,640 BAGS (432,000 LBS.))</u></p> <p style="text-align: right;">COST PER BAG \$ _____</p>	
2.	<p><u>ICE MELT, 50 LB. BAGS OF WINTER STORM MAG CHLORIDE BRAND OR APPROVED EQUAL MAGNESIUM CHLORIDE BASED ICE MELT WITH DELIVERY TO CUPPLES STADIUM, 800 CARSON STREET, PITTSBURGH, PA 15203 AND 3128 ALLENDALE ST., PITTSBURGH, PA 15204. (ESTIMATED USAGE – 1,500 BAGS (75,000 LBS.))</u></p> <p style="text-align: right;">COST PER BAG \$ _____</p>	

We, the undersigned, hereby propose and agree to furnish to the Board of Public Education any or all of the items that we have priced, at the prices set opposite each item in the foregoing list. This proposal is subject to all terms of the specifications, bid conditions and instructions herein, and we hereby agree to furnish such item or items as may be awarded to us. This bid document is null and void without an original signature of a person properly authorized to sign for the company submitting the bid.

Company Name _____

Sign Here _____

Original Signature Required

The Board of Public Education
of the School District of Pittsburgh
Pittsburgh, PA 15213

INQUIRY NUMBER 8750
SHEET NUMBER 10 OF 10

ITEM NO.	Articles	Price
	<p><u>ROCK SALT AND ICE MELT</u></p> <p><u>ADDITIONAL BID CONDITIONS:</u></p> <ol style="list-style-type: none"> 1. THE QUANTITY OF ROCK SALT AND MAGNESIUM CHLORIDE TO BE ORDERED WILL BE BASED ON THE BOARD'S ACTUAL NEEDS. THE ESTIMATED USAGE IS PROVIDED AS AN <u>ESTIMATE ONLY</u> AND IN NO WAY IS TO BE CONSTRUED AS A GUARANTEE OF VOLUME TO BE PURCHASED. THE "BOARD" <u>WILL NOT</u> BE PENALIZED FOR ORDERING LESSER QUANTITIES THAN THAT SHOWN IN BID. 2. BID QUOTED ON THIS INQUIRY MUST BE FIRM PRICE FOR THE PERIOD OCTOBER 1, 2014 THROUGH APRIL 30, 2015. 3. AWARD OF THIS BID WILL BE MADE SEPARATELY ON EACH ITEM TO THE SUPPLIER SUBMITTING THE LOWEST RESPONSIBLE BID ON THAT ITEM. 4. PRICE QUOTED ON ALL ITEMS MUST BE A DELIVERED PRICE. 5. PALLETS WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER. THE BOARD OF PUBLIC EDUCATION WILL NOT BE RESPONSIBLE FOR PALLETS LEFT BY THE COMPANY AT VARIOUS SCHOOL FACILITIES. 6. THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY PRIOR TO APRIL 30, 2015 BY GIVING TO THE OTHER PARTY THIRTY (30) DAYS WRITTEN NOTICE OF THE INTENT TO CANCEL IF THAT WRITTEN NOTICE IS DELIVERED BY REGISTERED MAIL. 7. IF THE CANCELLATION OPTION OUTLINED IN ADDITIONAL BID CONDITION NO. 6 IS EXERCISED BY THE SUCCESSFUL BIDDER DURING THE TERM OF THIS CONTRACT, ALL ORDERS ISSUED BY THE SCHOOL DISTRICT PRIOR TO THE RECEIPT OF THE WRITTEN "NOTICE FO CANCEL" MUST BE FILLED BY THE SUPPLIER AT THE BID PRICE. 8. THE PURCHASING OFFICE RESERVES THE RIGHT, UPON NOTICE TO THE VENDOR, TO EXTEND THE CONTRACT OR ANY PART OF THE CONTRACT FOR UP TO THREE (3) MONTHS, UPON THE SAME TERMS AND CONDITIONS AFTER THE INDICATED EXPIRATION DATE AS DESCRIBED IN THE BID. THIS WILL BE UTILIZED TO PREVENT A LAPSE IN CONTRACT COVERAGE FOR GOODS INDICATED IN THE BID AND ONLY FOR THE TIME NEEDED TO ENTER INTO A NEW CONTRACT. WHEN APPLICABLE, AN EXTENSION NOTICE WILL BE ISSUED DEFINING THE EXACT EXTENSION OF THE CONTRACT; ALL OTHER TERMS AND CONDITIONS OF THE EXTENDED CONTRACT WILL REMAIN IN FULL FORCE. 	

We, the undersigned, hereby propose and agree to furnish to the Board of Public Education any or all of the items that we have priced, at the prices set opposite each item in the foregoing list. This proposal is subject to all terms of the specifications, bid conditions and instructions herein, and we hereby agree to furnish such item or items as may be awarded to us. This bid document is null and void without an original signature of a person properly authorized to sign for the company submitting the bid.

Company Name _____

Sign Here _____

Original Signature Required