DOWNINGTOWN AREA SCHOOL DISTRICT
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INSTRUCTIONS TO BIDDERS, SCOPE OF WORK AND GENERAL CONDITIONS OF CONTRACT

DOWNINGTOWN AREA SCHOOL DISTRICT INTERNAL FIBER OPTIC WIRING UPGRADE PROJECT

1. BID DOCUMENT AVAILABILITY

The Bid Documents have been prepared by and may be obtained from the Downingtown Area School District website, http://www.dasd.org. The Bid Documents are made available only for the purpose of obtaining Bids for this Project. Their availability does not grant a license for other purposes.

Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Notify the Downingtown Area School District Technology Division should the documents be incomplete, or upon finding discrepancies or omissions in the Bid Documents. Bidder shall be responsible for the completeness of their set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents subsequent to the award of Bid. All requests for clarifications must be in writing and received by the Downingtown Area School District no less than five (5) days before Bid deadline. All clarifications, modifications and corrections to the Bid Documents shall be issued in the form of Addenda and shall be forwarded to all known Bidders. Addenda listing revisions and changes to the Bid Documents shall become a part of and take precedence over original Bid Documents and shall be so honored by Bidders in preparing their Bids. Questions should be directed to Michael Balik, Network & Security Administrator (610)269-8460 x. 11510 or mbalik@dasd.org.

2. DEFINITIONS

A. Bid Documents: Advertisement for Bids; Instructions to Bidders, Scope of Work and General Conditions of Contract; Drawings; Bid Forms; Bond Forms; Prevailing Wages; and any Addenda.

B. Bidder: Person or entity submitting a Bid.

C. Bid Sum: Monetary sum identified by Bidder in Bid form.

D. Contract: Bid Documents, Purchase Order and executed Bonds.

E. Contractor: Successful Bidder, i.e., Bidder to whom contract is awarded.

F. Project: Providing OM4 multi-mode fiber optic cabling and interconnecting equipment between MDF and IDF closets within Downingtown Area School District school buildings and all ancillary installation, wall penetrations, start up and testing, subject to these Bid Documents.

G. School District: Downingtown Area School District, its agents, employees and/or authorized representative.

3. SCOPE OF WORK

Provide armored, 12 strand, multi-mode OM4 fiber optic cabling, Hubbell part number HFCB19012P4, patch panels, fiber trays, terminations, and any other ancillary supplies from the specified IDF closet to the MDF closet in each location. Provide 24 stand, single mode OS2 fiber for remote exterior locations outside of the main building.

1. The proposed work will include the installation and termination of all fiber optic cable runs. All indoor cabling shall be from the manufacturer Hubbell, specifically cable part number HFCB19012P4. All outdoor cabling shall be Hubbell part HFCH2024PSBK. Only if HFCH2024PSBK is unavailable, a substitution from Corning may be used.
2. The proposed work will install a new rack mount enclosure and will not reuse existing hardware. Rack enclosures to be from Hubbell FCR Premium Rack Mount Enclosure, Enhanced Rack Mount series. Part numbers FCR1U3SPX and FCR2U6SPX should be used to accommodate the proper number of terminations per rack. All terminations will be of type “LC”.
3. The proposed work must include all necessary rack mount panels, cassettes, etc. to provide a complete solution for the new fiber optic cabling.
4. All exterior fiber work performed outdoors must conform to local code, industry standards as established in this document, and all requirements specified by the cable manufacturer as best practices and requirements for warranty compliance.
5. The proposed work must guarantee each cable is terminated and tested by certified technicians with proper test equipment. Additional certification requirements are listed in section 19 below. Test results of each port must be provided to the district.
6. The proposed work consists of each and every port being considered “hot” regardless of their location or connectivity status at the time of installation.
7. All equipment/products must be new and current hardware. Used/refurbished products will not be accepted.
8. Establishing all cabling pathways shall be the responsibility of the bidder for both interior and exterior pathways. Any walls, ceilings or floors, roadways, etc. requiring penetration are the responsibility of the bidder and the cost shall be included in this bid. The bidder shall be responsible for repairing any material disturbed by creating pathways at the bidder’s expense, both indoors and outdoors. Bidder must receive written permission from the district prior to disturbing any ground of any material in the exterior portion of this work. Change orders for establishing new pathways will not be granted. If existing pathways are available, they may be utilized, but existing pathways are not guaranteed.

This includes interior and exterior pathways. It is the responsibility of the bidders to examine all interior and exterior pathways prior to submitting their bid. Any pathways that the bidder requires to be established in order to reach the destination of each cable must be established by the bidder as part of this work. No change orders will be accepted due to lack of pathway inspections by bidders. Pathways may be examined during the mandatory pre-bid meeting and additional inspections are available by appointment.

9. Each cable will be hung with proper hangers when needed; no cable may rest on drop ceiling tile grids. Existing cable trays and J-Hooks may be utilized when available. If not available, proper hangers must be installed.
10. All exterior fiber installation shall follow BICSI standards and be run in conduit and innerduct. Innerduct will not be used as a substitution for conduit. Bidder to provide any necessary innerduct and conduit for this job.
11. No cable will be attached to fire-sprinkler systems or any ancillary equipment or hardware. The cabling and any necessary support hardware shall be installed so that it does not obscure any valves, fire alarm conduit, boxes, or other control devices.
12. Cables shall not be attached to ceiling grid or lighting fixture wires. Where support for horizontal cable is required, the contractor shall install appropriate carriers to support the cabling.
13. In the event surface mount wire mold is required on a wall that is painted a color other than white or beige, the surface mount wire mold must match the wall color or be painted to match the wall color at the bidder's expense.
14. The end of each cable will be tested and labeled at each MDF/IDF. Labels will be machine printed and permanently affixed to the patch panels. The labeling schematic will be provided to the successful bidder and must be followed.
15. Documentation of testing results and as-built drawings will be provided to the School District at the conclusion of the project.
16. All cable runs must have a minimum 20-foot service loop above MDF/IDF location.
17. Blank filler pieces will be installed in termination jacks and cassettes where ports are not utilized for terminations.
18. Cable outer jacket will be of the aqua for all cable runs.
19. Fiber Optic Adapters and Connectors (Interior and Exterior): Duplex LC, push-on/push-off type. Provide multimode adapters and connectors for interior OM4 fiber installations and single-mode adapters and connectors for exterior OS2 fiber installations. Adapters shall utilize zirconia ceramic alignment sleeves, with precision zirconia ceramic alignment sleeves for single-mode applications. Components shall comply with the latest editions of ANSI/TIA-568, ANSI/TIA-604-10 (FOCIS-10), and IEC 61754-20, and shall meet IEC 61753-1 Category C performance requirements or better. Maximum insertion loss shall not exceed 0.3 dB at 1300 nm for multimode components and 0.3 dB at 1310 nm and 1550 nm for single-mode components. Change in attenuation shall be less than 0.2 dB after 500 mating cycles when tested in accordance with TIA-455-21.
20. Comply with latest editions and addenda of TIA-568 (cabling), TIA-569 (pathways), TIA-607 (grounding and bonding), NECA/BICSI 568, NFPA 70.
21. Comply with latest editions and addenda of TIA-570, TIA-607, NFPA 70

22. All fiber cables will be installed in continuous lengths from origin to destination. No cables will be spliced without written consent from the district.
20. All cables will be thoroughly inspected to ensure that they are in compliance with Commonwealth of PA Codes and Regulations and report any other conditions that require correction prior to completing the job.
21. Any required high reach, lifts, scaffolding or equipment required for exterior runs must be provided by the successful bidder.
22. Bidder will perform work safely and schedule so as not to interfere with classes / student activities. This work may be performed from 6AM to 6PM, Monday – Friday. 12-hour shifts are not expected, but this time window will allow for flexibility to work in areas before and after students occupy instructional spaces where work may be required by the bidder.
23. Contractor is responsible to block off work area to keep others out.
24. The Contractor's employees are not permitted to go outside of the work area, except as necessary to perform the work.
25. The Contractor will maintain a designated site supervisor / lead person on site at all times.
26. Contractor to provide all tools, ladders, personnel lifts, etc., as needed and strictly follow OSHA regulations for all work.
27. All work areas will be cleaned up at the completion of the cable run in that location.
28. Approximate MDF / IDF quantities are listed below. Final totals will be provided at the mandatory pre-bid meeting.

Building Name	MDF Locations	IDF Cable & Terminations	Terminations Only
Downingtown High School East	1	4	13
Downingtown High School West	1	17	0
Downingtown High School West -Stadium	0	3	0

29. Contractor will provide the following options with possible alternates when responding to the bid. Cost must be provided per location. The School District reserves the right to select the best combination of locations to complete work given available budget funds.
    a. Option 1 Base Bid – Contractor provides all labor and material as outlined in this bid. Use provided table to outline cost per location.
        i. Alternate A: Subtract the cost of all cabling. District will provide cabling of the same part numbers listed in this bid. Bidder to provide all other necessary equipment, supplies and labor.

30. Timeline:
    b. Bid advertisement period – Week of March 9 – April 6, 2026.

c. Mandatory pre-bid meeting – Thursday, March 26, 2026, 9:00AM, 540 Trestle Place, Downingtown, PA 19335. Visits will be made to the following sites for review:
    i. Downingtown High School East
    ii. Downingtown High School West & Stadium
d. Bid submission date – All bids must be received by 9:00AM on Thursday, April 9, 2026.
e. Work may begin on or after June 10, 2026.
f. All work must be completed no later than July 31, 2026.
g. The winning bidder must provide a detailed project timeline in cooperation with the District in order to properly schedule the facilities.
h. A Pennsylvania Department of Labor Prevailing Wage Report will be provided at the pre-bid meeting.

4. PREPARATION AND SUBMISSION OF BIDS

A. Bidder shall be solely responsible for the delivery of their Bids in the manner and time prescribed. All Bids must be received by the School District at the place designated in the Advertisement for Bids, prior to the time designated in the Advertisement for Bids for Bid opening. Bids received after the time advertised for Bid opening shall be returned to Bidders unopened.

B. Bids shall be prepared and submitted on forms furnished by the School District. All blank spaces shall be filled in, by typewriter or ink, and amounts shown in both words and numbers. In case of discrepancy, the written words shall be considered as being the Bid Sum.

C. All Bids shall be irrevocable for a period of 60 days from Bid opening unless the award is delayed by required governmental approvals, the sale of bonds or the award of a grant, in which case Bids shall be irrevocable for 120 days from bid opening.

D. The Bid Form shall be signed in accordance with the following:

(1) If the Bidder is an individual, the Bid shall be executed by him, personally; his signature shall be witnessed; his business address shall be stated, and any trade name employed in the conduct of his business shall be stated.

(2) If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; the business of the partnership shall be stated; and the business address of the partnership shall be stated.

(3) If the Bidder is a corporation, the Bid Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the

corporation whose authority to act, as of the date of the Bid, shall be established by a certified copy of a resolution by the Board of Directors of the bidding corporation authorizing said agent to sign the Bid on behalf of the corporation, submitted with the Bid. The business address of the corporation and state of incorporation shall be stated.

(4) If the Bidder is a joint venture, each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above.

E. Bids shall be accompanied by Bid Security in the form of a certified check, bank cashier's check, trust company treasurer's check, or Bid Bond prepared on the form contained in the Bid Documents. If the Bid security is in the form of a Bid Bond, it shall be accompanied with a power of attorney evidencing the authority of the agent of the surety to execute the bond as of the date of the Bid. The Bid Bond form must be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The Bid Security shall name as payee or obligee, as appropriate, the School District, and shall be in an amount not less than 10% of the Bid Sum. With the exception of the Bid Security accompanying the lowest proposal, all Bid Security in the form of checks shall be returned to Bidders within 120 calendar days following the opening of Bids. Bid Security in the form of Bid Bonds will be returned upon Bidder's request on or after 120 calendar days following the opening of Bids. Bid security accompanying the lowest proposal will be returned upon submission and approval of the required Payment and Performance Bonds by the successful Bidder to the School District.

F. All Bids, including required enclosures if applicable, shall be submitted in a sealed opaque envelope, clearly identified with Bidder's name and the name of the Project subject to the Bid. The envelope should also contain a notation that it should not be opened until the time specified for Bid opening. Bid envelopes not bearing this notation and opened in error will not receive consideration. If a Bidder elects to submit a Bid by mailing rather than hand delivery, the sealed Bid envelope described above shall be enclosed in a mailing envelope and addressed to the School District and must be received prior to the date and time specified for Bid opening.

G. For the benefit of all Contractors, a pre-bid meeting will be held on the date indicated in the Advertisement for Bids. Attendance by all interested Bidders is **mandatory**. The meeting will be held at the location indicated in the Invitation to Bidders. Questions from this meeting requiring modification of Bid Documents will be issued in the form of an Addendum. Bidders may rely only on written answers to questions raised at pre-bid meeting as included in an Addendum.

5. STANDARD OF QUALITY

A. The various materials and products specified in the bid documents by name or description are given to establish a standard of the quality and of cost for Bid purposes. 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 deemed to 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.

B. No substitution (alternative) will be considered prior to receipt of Bids unless a written request for approval has been received by the District at least 5 days prior to the date for receipt of Bids. Such requests shall include, but not be limited to, the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including technical information, specifications, manufacturer's name and catalog number, drawings, performance and test data, and other information necessary for an evaluation. Bidder shall provide samples if requested. A descriptive catalog must accompany the Bid.

C. If the District approves a proposed substitution (alternative) prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals in any other manner.

D. Substitutions (alternatives) may be submitted as part of a Bid only if the Bidder includes all information required under paragraph B. above for each substitution (alternative) submitted as part of the Bid and clearly indicates the request for substitution (alternative) on the form of proposal. The School District shall not be required to consider or accept any substitution (alternative) that is not specifically identified in a written request for substitution included with the Bid submittal. Failure of the successful Bidder to specifically identify a substitution (alternative) in a request for substitution included with its Bid submittal shall result in the successful Bidder being required to complete the work using materials and products named in the Specifications.

E. The School District shall be the sole judge in making a determination as to quality. If the Bidder submits no written request for substitution with the Bid submittal, it is understood that the Bidder will supply the specific item named in the Specifications.

6. MODIFICATION AND WITHDRAWAL

A. Bids may not be modified after submittal.

B. Bids may be withdrawn after submittal, provided Bidder makes his request to withdraw in writing and the request is received prior to the time specified for Bid opening.

C. Negligence by Bidder in preparing his Bid confers no right of withdrawal or modification of his Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. Notwithstanding the above, a Bidder may withdraw his Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Act is required to withdraw a Bid after Bid opening.

7. OPENING OF BIDS

Bids will be publicly opened and read on the date, at the location, and commencing at the time stated in the Advertisement for Bids. Bidders or their authorized agents may be present at Bid opening.

8. QUALIFICATIONS

Prior to the award of contract, School District may require satisfactory evidence to show that the Bidder is fully prepared in every way to perform the contract timely and that he has been regularly engaged in such business.

9. COLLUSIVE BIDS

More than one Bid for one contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for rejection of all Bids in which such Bidder is interested. Any and all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future Bids.

10. BID INELIGIBILITY

A. Failure to provide Bid Security shall result in rejection of Bid.

B. Bids not based on Bid Documents, those indicating a qualification of the Bid, conditions or uninvited alternate Bids, or which contain alteration of Bid Forms, shall be rejected.

C. Bids that are unsigned shall be rejected. Bids that are improperly signed or sealed, or illegible, may be rejected at the School District's sole discretion.

D. All Bids shall conform with these Instructions to Bidders and General Conditions of Contract. Bids containing minor irregularities or informalities, not relating to price, time, or changes in the work to be performed pursuant to the contract, may be rejected at the School District's sole discretion. The School District reserves the right to waive any such informalities or irregularities when a waiver is in the School District's interest.

11. BID REJECTION OR AWARD

The School District reserves the right to reject any and all Bids, or parts of a Bid, when a rejection is in the School District's interest. The School District reserves the right to reject a Bidder if he is not in a position to perform the contract or has previously failed to perform similar contracts properly or on time. If a contract is awarded, it will be to the lowest responsible Bidder, provided his Bid is reasonable and in the School District's interest to accept.

12. PURCHASE ORDERS

A. Every contract shall be awarded by the School District to the lowest responsible Bidder within 60 calendar days of the date of Bid opening, unless the award is delayed by required governmental approvals, the sale of bonds or the award of a grant, in which case the contract(s) shall be awarded within 120 days from Bid opening. This time may be extended by the mutual consent of the Bidder and the School District.

B. The School District reserves the right to award a contract for one or more of the items set forth in the Specifications, or for all items set forth in the Specifications.

C. A contract shall be awarded and shall become binding upon the Bidder and the School District pursuant to the issuance of a Purchase Order by the School District covering any or all items included in the Bid.

D. The Contract Documents consist of the Purchase Order, the Bid Documents (Advertisement for Bids; Instructions to Bidders, Scope of Work and General Conditions of Contract; Drawings; Bid Form; and any Addenda) and executed Bonds. These documents form the Contract.

13. PAYMENT AND PERFORMANCE BONDS

The Contractor shall furnish to School District the following bonds which shall be binding upon the awarding of said contract to such Contractor:

A. A performance bond in the amount of 100% of the contract sum, conditioned upon the faithful performance of the contract in accordance with the Contract Documents. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of School District.

B. A payment bond in the amount of 100% of the contract amount shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of claimants supplying labor and materials to the Contractor, or to any of his subcontractors, in the prosecution of the work provided for in such contract, and shall be conditioned upon the prompt payment of such materials furnished or labor supplied or performed in the prosecution of the work.

C. Each of the above-referenced bonds shall be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Governmental Financial Operations, U. S. Treasury Department, and the amount of the bonds shall not exceed the underwriting risk of the surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The bonds shall be accompanied by a power of attorney evidencing the authority of the agent of the surety to execute the bonds as of the date of the bonds.

D. Failure of a Contractor to submit the required bonds within five (5) calendar days of the date of the School District's Purchase Order shall constitute a default by the Contractor, and the School District may, at its sole discretion, award the contract to the next lowest responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow the Contractor additional time in which to secure the required bonds. If the five (5) calendar day period ends on a weekend or national holiday, the bonds shall be due at the District's office the next day thereafter.

14. INSURANCE

All Contractors doing work for the School District shall carry such liability insurance as set forth below to fully protect the School District against all claims which may arise. No work shall be started until the School District has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania on a standard form provided by the insurer stating their intention to provide insurance to the Contractor in accordance with these insurance requirements. All Certificates of Insurance must indicate that the School District has (through endorsement to the policy) been specifically named as an additional insured. The Certificate of Insurance must also provide that the policy will not be cancelled or allowed to expire until at least sixty (60) days prior written notice has been provided to the School District.

A. General Liability Insurance. General liability coverages shall be provided by commercial general liability policy on an occurrence basis. The policy date or retroactive date shall predate the contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the contract or later if otherwise specified in the Bid Documents. Where the Specifications require underground excavation, underground hazard coverage must be included. Where the Specifications require demolition and/or use of explosives, the explosion and collapse hazard coverage must be included.

(i) Bodily Injury: $1,000,000 each occurrence.

(ii) Property Damage: $1,000,000 each occurrence.

B. Automobile Liability. (Including owned, non-owned and hired vehicles).

(i) Bodily Injury: $1,000,000 each occurrence.

(ii) Property Damage: $1,000,000 each occurrence.

C. Workers' Compensation and Employers' Liability.

(i) Employers' Liability: $100,000 each accident.

(ii) Statutory Limits for Workers' Compensation.

D. Umbrella Liability Insurance: $2,000,000 each occurrence, $2,000,000 aggregate.

Contractor's failure to procure the necessary insurance and/or submit the required Certificates of Insurance, as stated above, within five (5) calendar days of the School District's Purchase Order shall constitute a default by the Contractor, and the School District may, at its sole discretion, award the contract to the next lowest responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow the Contractor additional time in which to secure the required insurance coverage. Other forms of insurance or changes in the amounts may be required in the Specifications. If the five (5) calendar day period ends on a weekend or national holiday, the certificate shall be due at the District's office the next day thereafter.

15. FAMILIARITY WITH PROPOSED WORK

The Contract is entered into by the School District with the understanding that the Contractor, prior to submission of his Bid, acquainted himself with the requirements of all Drawings and Specifications, Conditions of Contract, all utilities in existence to which connections are to be made and other requirements of the contract, and that he has obtained all necessary information for completion of the work on or before the date specified. By submitting a bid, the Contractor certifies that they have existing resources and ready access to replace parts, test equipment, and other services as may be necessary to test, inspect, calibrate, and repair items as required in this project. The Contractor shall not at any time after the execution of the Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the work to be done under the Contract, and Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

16. MSDS SHEETS; RIGHT TO KNOW ACT

Each Bidder submitting a Bid for any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products for which they submit a Bid, along with the Bid. Failure to include the material safety data sheets with the Bid will void the Bid for that particular material. The School District reserves the right to reject Bids for products that contain hazardous materials if, in the School District's discretion, the product is too hazardous to be used in a public school. All successful Bidders shall comply with all other terms and conditions of the Pennsylvania Right to Know Act, Act No. 159 of 1984, 35 P.S. §7301 *et seq*., providing all information regarding the composition of all materials and products used or installed as part of the Project when required.

17. HUMAN RELATIONS ACT

For contracts for construction, alteration or repair of any public building or public work, the provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq*., 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. For contracts for construction, alteration or repair of any

public building or public work, Contractor does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of all said contracts. Contractor's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

18. PENNSYLVANIA PREVAILING WAGE RATES

A. The general provisions of the Pennsylvania Prevailing Wage Act, approved August 15, 1961, as amended are applicable to contracts for construction, reconstruction, demolition, alternation and/or repair work other than maintenance work, exceeding $25,000.00. If your bid exceeds $25,000.00, the general provisions of the Pennsylvania Prevailing Wage Act as set forth in the following paragraph shall apply to this project.

B. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary of Labor and Industry (hereinafter "Secretary") must be paid to the workmen employed in the performance of the Contract. Attached to the Bid Documents are the prevailing wages applicable to this project.

C. The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

D. These Contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the contract by all subcontractors.

E. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions.

F. No workmen may be employed on the Work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in the Regulations shall be followed.

G. All workmen employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the full amount due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in this Contract, the Act or the Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on the Work.

H. The Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

1. Name of project
2. Name of public body of which it is constructed
3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
4. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or the Regulations in any manner whatsoever, they may file a protest with the Secretary within three (3) months of the date of the occurrence, objecting to the payment to the Contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

I. The Contractor and all subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the Work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representative.

J. Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the Work. Any workmen using the tools of a craft who does not qualify as an apprentice within the provisions of this submission shall be paid the rate predetermined for journeyman in that particular craft and/or classification.

K. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing

minimum wage rate shall pay the monetary equivalent thereof directly to the workman.

L. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and the Regulations, regardless of the average hourly earnings resulting therefrom.

M. Prevailing Wage Certification: Each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the Work on the Contract with Owner, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by the Regulations, or if any wages remain unpaid, to the amount of wages due and owing to each workman respectively.

N. The provision of the Act and the Regulations are incorporated by reference in the Contract.

O. Failure of the Contractor to comply with all requirement as set forth above may result in the withholding of payment to the Contractor.

19. COMPETENT WORKERS

For all contracts let on bids pursuant to §751 of the Pennsylvania Public School Code, as amended, 24 P.S. §751, (reference paragraph 4.D. hereof), in accordance with §752 of the Pennsylvania Public School Code, as amended, 24 P.S. §752, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workman shall be regarded as competent and first class within the meaning of the Act or this provision 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 worked as shall be the established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the District.

Additionally, the following certifications must be held in a current state by the bidder. If the bidder does not have staff to complete the work on this project who meet this criteria, the mid may be disqualified:

- A minimum of 50% of all staff providing work on site as part of this job shall hold a BICSI Installer 2 certification (INSTC for copper and INSTF for fiber) specific to their area of labor (copper and/or fiber) OR the BICSI Technician (TECH). Provide proof of current certification with bid submission.
- A minimum of 1 person on bidder's staff, either on site or remote, must hold the BICSI Certified Registered Communications Distribution Designer (RCDD) certification. Provide proof of current certification with bid submission.

20. DISCRIMINATION PROHIBITED

According to Section 62 Pa.C.S. § 3701, the Contractor agrees that:

A. In the hiring of employees for the performance of work under the Contract, or any sub-contract, 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 this Commonwealth who is qualified and available to perform the work to which the employment relates.

B. No contractor, sub-contractor, or any person acting on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Contract on account of gender, race, creed or color.

C. The Contract may be canceled or terminated by the School District, 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.

21. STEEL PRODUCTS PROCUREMENT

For contracts for construction, reconstruction, alteration, repair, improvement or maintenance of public works, in accordance with the Pennsylvania Steel Products Procurement Act, Act No. 3 of 1978, P.L. 6, 73 P.S. §1881 *et seq*., if any steel or steel products are to be used or supplied in the performance of such contract, only those produced in the United States as defined in said Act shall be used or supplied in the performance of the contract or any subcontract thereunder. In accordance with Act 161 of 1982, cast iron products shall be included in the requirements pertaining to the production of steel product in the United States. In accordance with Act 141 of 1984, steel products shall be defined to include machinery and equipment.

22. ACT 34 CRIMINAL BACKGROUND CHECKS

Pursuant to § 1-111 of the Pennsylvania Public School Code of 1949, prior to commencing work under the Contract, Contractor (at Contractor's expense) shall submit for any employee or independent contractor who would be working on the School District site, pursuant to work contemplated in the Contract, a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository contains no such information relating to that person. Additionally, Contractor shall submit a report of federal criminal history record information pursuant to the Federal Bureau of Investigation appropriation of Title 2 of Public Law 92-544. Both the Pennsylvania State Police and Federal Bureau of Investigation criminal history records shall be no more than one year old. Contractor shall produce the original documents for Pennsylvania criminal history report for each prospective employee or independent contractor of such Contractor prior to employment. Submission of the federal criminal history record information (CHRI) background report shall consist of the applicant providing access to the CHRI through the Pennsylvania Department of Education online system. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing the School District with the above-referenced criminal history record information for said prospective employee or independent contractor.

23. CHILD PROTECTIVE SERVICES BACKGROUND CHECKS

Prior to commencing the work under the Contract, Contractor (at Contractor's expense) shall submit for any employee or independent contractor who would be working on the School District site, pursuant to any work contemplated in the Contract, an official clearance statement obtained from the Pennsylvania Department of Public Welfare, pursuant to Act 151 of December 16, 1994 (P.L. 1292), Subchapter C.2. of the Child Protective Services Act. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing the School District with the above-referenced clearance statement for prospective employees or independent contractors.

24. CASH ALLOWANCES

No cash allowances for any purposes are included in the Specifications for this Project.

25. PREVENTION OF ENVIRONMENTAL POLLUTION

Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, attached to the Bid Document as Exhibit "A" is a notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said notice, as may have subsequently been amended, supplemented and/or supplanted.

26. WAIVER OF CONSEQUENTIAL DAMAGES

Contractor waives claims against the School District for consequential damages arising out of or relating to the Contract, including, but not limited to, damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

27. FEES, PERMITS AND CERTIFICATIONS

The Contractor shall pay for, secure and provide all necessary and required local, state and federal fees, permits and certificates.

28. TAX EXEMPT STATUS

Contractor shall be responsible for and shall pay all applicable sales, use, excise or other taxes required by law (collectively, the "Taxes") on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the work under the contract or portions thereof. Bids shall be made in accordance with such laws and shall include Taxes in the Bid amount. Notwithstanding the foregoing, however, certain items acquired as part of the work may be exempt from the Taxes, and no charges shall be allowed for such exempt items. It shall be the Contractor's responsibility to determine those items for which an exemption will apply, and the Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption from Taxes applies. In order to facilitate purchases free of sales and/or use tax in Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, the School District agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue. In the event that the Contractor pays Taxes not properly due, the School District shall be entitled to any refund relating thereto and the Contractor agrees to assign any and all rights to said refund to the School District. The School District or its representatives shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment.

29. ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND STANDARDS

Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

30. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the School District, its agents and employees, from and against all claims, damages, losses and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from the Contractor's performance of the Contract, including, without limitation claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Contractor, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the School District. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

31. CONTRACTOR DEFAULT

A. In the event the Contractor should breach any obligation imposed by the contract documents, in addition to all other damages, losses, costs and relief, whether in law or in equity, which the Owner may recover, the Owner shall be entitled to an award of any reasonable attorney's

fees and costs incurred in attempting to enforce or recover upon the contract documents by reason of the Contractor's breach.

B. In the event that Owner declares a contractor in default and the contractor's surety fails to adhere to its obligations under the Performance Bond and/or Payment Bond, furnished by contractor for the Project, the Surety shall be liable to Owner for any and all damages that Owner incurs (including all reasonable professional fees, attorney's fees, architectural fees, engineering fees and consulting fees), together with all reasonable expenses and disbursements incurred by the Owner in connection with Owner's pursuit of its rights under the Performance and/or Payment Bond.

32. PAYMENT

Contractor shall submit a detailed cost breakdown (the total of which shall equal the full amount of the contract price), and a list of all materials including the number of units to be installed and the price applicable thereto (which shall include labor, overhead and profit) in a form acceptable to the School District. The detailed cost breakdown shall be submitted to the School District within ten (10) calendar days of the date of the School District's purchase order. No payment shall be made to Contractor prior to submission and approval of the aforesaid detailed cost breakdown. Payments shall be made only for the work completed according to the detailed cost breakdown. Upon completion of 50% of the specified work, Contractor shall be entitled to payment of 50% contract price, less a 5% retainage, which shall be withheld by the School District until final completion. Upon final completion to the satisfaction and acceptance by the School District, Contractor shall be entitled to the payment of the contract balance, including retainage. Payments shall be made within 30 days of the School District's receipt of Contractor's invoice contingent upon acceptance of the work by the School District. Contractor expressly waives any right to penalties, interest and attorney's fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3931 et seq. Progress payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate of 4% per annum, simple interest. Interest on final payment shall be governed by Section 3941 of the Pennsylvania Commonwealth Procurement Act, 62 Pa.C.S. § 3941.

33. TIME OF COMPLETION

The date set for completion of the contract is designated in the Scope of Work. Time is of the essence in completing all work.

34. LIQUIDATED DAMAGES

Actual damages for delay in the completion of the work are impossible to determine. Accordingly, the Contractor and the Contractor's surety shall be liable for and shall pay to the School District as fixed, agreed and liquidated damages, the sum of $500.00 for each calendar day (weekends and holidays included) which the actual time of completion shall be delayed beyond the time of completion designated in the Scope of Work. The School District shall have the right to deduct a total amount of any fixed, agreed and liquidated damages for which a contractor may be liable from any monies otherwise due to the Contractor under the Contract Documents.

Contractor's surety shall be liable for any fixed, agreed and liquidated damages for which Contractor may be liable to the full extent the Contractor shall fail to make settlement thereof with the School District. In the event the Contractor and/or its surety litigates the validity of these provisions or the assessment of liquidated damages, and fails to prevail as to its entire claim or defense, the Contractor and its surety shall be liable for and shall reimburse the School District for its attorneys' fees, legal costs, and additional architectural, engineering or other expenses incurred in defending or otherwise opposing any such claim, defense or litigation.

35. HAZARDOUS MATERIALS

In the event the Contractor encounters on the job site material reasonably believed to be asbestos or other hazardous or toxic substance which has not been rendered harmless, the Contractor shall immediately stop the work in the area affected and report the condition to the School District, in writing. The work in the affected area shall not thereafter be resumed if in fact the material is asbestos or other hazardous or toxic substance and has not been rendered harmless except as authorized by any governmental agency having jurisdiction over such matter and upon written recommendation of a properly licensed environmental consultant retained by the School District. The work in the affected areas shall be resumed in the absence of asbestos or other hazardous or toxic substance, or when it has been rendered harmless or removed, in accordance with any required determination of a governmental agency having jurisdiction over such matters and upon the written recommendation of a properly licensed environmental consultant retained by the School District. The contract time shall be extended appropriately. Contractor shall not be entitled to any compensation or recovery of any damages in connection with any related delay.

36. CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

37. SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of its work. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees on the work and other persons who may be affected thereby; the work and materials and equipment to be incorporated therein; and/or other property at the site or adjacent thereto.

38. CHANGES IN THE WORK

Changes in the Work may be accomplished after execution of the Contract, without invalidating the Contract, by written change order executed by both Contractor and the School District, or by a construction change directive issued by the School District. Contractor shall not be entitled to any adjustment in the Contract Sum and/or Contract time for changes in the Work without first securing a change order or construction change directive prior to commencing such Work. Adjustment to the Contract Sum resulting from a change in the Work shall be based upon

one or more of the following methods: mutual acceptance of the lump sum properly itemized and supported by sufficient substantiating data; unit price stated in the Contract Documents or subsequently agreed upon; or Contractor's actual cost plus a mutually acceptable fixed or percentage fee for overhead and profit, not to exceed a combined total of 15%. School District reserves the right to issue a construction change directive, ordering changes in the Work, within the general scope of the Contract, consisting of additions, deletions or other revisions, the Contract Sum and Contract time being adjusted accordingly. A construction change directive shall be used in the absence of total agreement on the terms of the change order.

39. TRANSFER OF TITLE

Title to work, including labor and materials, shall transfer to the School District upon payment for same. Contractor shall defend and indemnify School District against any liens, claims, security interests or encumbrances against the Work, or any part thereof, upon School District's payment for same.

40. THIRD PARTY BENEFICIARIES

This contract shall not be construed as providing any enforceable rights to any third party.

41. MATERIALS AND WORKMANSHIP

The Contractor shall perform all work and furnish all materials, supplies and equipment necessary to complete all work required under the Contract Documents, within time specified in accordance with the provisions specified. Unless otherwise specified, all materials, supplies or equipment provided by Contractor shall be new, unused in any regard and of most current design. All materials, supplies or equipment shall be suitable for their intended purpose.

42. FAILURE TO FINISH OR COMPLETE CONTRACT

In the event Contractor shall neglect or refuse to complete the Project as required, or any part thereof, or to replace any work which is rejected, then the School District is authorized and empowered to purchase materials, equipment and services in conformity with the Contract from such party or parties, and in such manner as it shall elect at the expense of the Contractor, or to cancel the Contract; reserving to itself, nevertheless, all rights for damages, including attorney's fees, legal costs, and additional architectural, engineering or other design costs, which may be incurred by the School District.

43. CLEAN-UP/DAMAGE TO PREMISES

A. Where work is to be performed by Contractor on School District premises, Contractor shall keep the School District's premises free from accumulation of waste materials or rubbish caused by the Contractor's performance. At completion of the work, Contractor shall remove from and about the premises, all waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the School District may do so, and the costs thereof shall be charged to the Contractor.

B. Contractor shall promptly remedy damage and loss to any school building, equipment and/or other District property caused in whole or in part by the Contractor, or anyone directly or indirectly employed by him.

44. WARRANTY

All work shall be guaranteed by Contractor against defects in workmanship and materials for a period of one year from the date of acceptance by the School District. During this period, Contractor shall agree to promptly remedy, at Contractor's expense, any defects which were caused, in the judgment of the School District, by defective or inferior workmanship or materials. The warranty provided pursuant to this paragraph shall be in addition to, and not in lieu of, any other warranties required under the scope of work and/or other remedies available to the School District pursuant to applicable law.

45. SUBLETTING OR ASSIGNING OF CONTRACTOR

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract, or any portion thereof, or of his right, title, or interest therein without the written consent of the School District.

46. DELAY AND EXTENSIONS OF TIME.

If Contractor is delayed at any time in the progress of the work by any act or neglect of the School District, its agents or employees, any separate contractor employed by School District or by changes ordered in the work, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or by any other cause beyond the control of the Contractor, Contractor's exclusive remedy shall be an extension of time allowed for completion of the work under the Contract. This extension of time shall not act as an entitlement for damages due and owing the Contractor for said delay. Under no circumstances shall Contractor be entitled to claim or recover payment, compensation or damages for any delays from any cause whatsoever in the progress of the work, notwithstanding whether such delays be avoidable or unavoidable.

47. GOVERNING LAW.

The Contract shall be governed by the law of the Commonwealth of Pennsylvania.

48. CLAIMS AND DISPUTES.

A. Claims, disputes or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Montgomery County in a non-jury trial.

B. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the schedule of completion of the Project.

49. WAIVER OF CLAIMS.

The making and acceptance of final payment shall constitute:

A. A waiver of all claims by the School District against Contractor other than those arising from liens, claims, security interests or encumbrances arising out of the Contract and unsettled; faulty or defective work; failure of Contractor to comply with the requirements of the Contract Documents; terms of any special guarantees required by the Contract Documents; or any matters arising following such payment which were not within the reasonable contemplation of the School District when payment was made.

B. A waiver of all claims by Contractor against the School District other than those previously made in writing and specifically identified by Contractor as unsettled at the time of application for final payment.

50. COMPLIANCE WITH DISTRICT RULES.

A. Contractor shall comply with all District regulations and policies while on District property, as well as any special regulations adopted by the District relating to this Project. Contractor, subcontractors and their agents and employees shall not socialize with students or faculty. District specifically reserves the right to reject any person District deems unfit to be permitted on school grounds and in proximity to students. Upon written notice from District, Contractor shall have such persons removed from the Project. Inappropriate language, dress or conduct will not be tolerated on District property. Violations of the above shall be grounds for dismissal from the site.

B. The Owner reserves the right to require all construction employees to be visually identified by the use of badges. In the event this security measure is implemented, the Owner will issue badges to all authorized employees in conjunction with the prime contractors and record their issuance with names, addresses, etc. Termination of employment of the construction employee will require the respective badges to be returned to the Owner for record keeping purposes. All employees must wear the badge on the jobsite. Employees without badges will not be permitted on the Premises.

C. Contractor, subcontractor and their agents and employees, shall not be permitted in existing school facilities except in areas then currently being renovated, absent receiving prior approval from the Owner or Owner's representative.

51. TERMINATION OF CONTRACT.

Upon five (5) days written notice to Contractor, the School District may, with or without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon

receipt of written notice from the School District of such termination, Contractor shall cease operations as directed by the School District in the notice; take actions necessary, or that the School District may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination, where Contractor is without fault, Contractor shall be entitled to receive payment from School District for all work satisfactorily performed prior to termination.

52. TRADE PRACTICES ACT.

In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

A. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.

B. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; prestressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.

C. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.

D. Spain: certain stainless steel products, including stainless steel wire rod, hot rolled stainless steel bars; and cold-formed stainless steel bars; prestressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

This provision in no way relieves the Contractor of responsibility to comply with those provisions of the Contract which prohibit the use of foreign-made steel and cast iron products.

NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE BID,

PLEASE HAVE A REPRESENTATIVE PRESENT AT BID OPENING. QUESTIONS AND LOW BID INFORMATION WILL BE AVAILABLE DURING BID OPENING. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR DOWNINGTOWN AREA SCHOOL DISTRICT. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF SCHOOL DIRECTORS OF DOWNINGTOWN AREA SCHOOL DISTRICT AT ITS REGULARLY SCHEDULED MEETING.