

**INVITATION TO BID:
Asbestos Removal at
Former Delaware County Memorial Hospital
501 North Lansdowne Ave
Drexel Hill, PA 19026**

Issue Date: Thursday July 16, 2026

Questions Due Date: Monday July 27, 2026, 12:00 p.m.

Mandatory Pre-Bid Meeting and Walkthrough of DCMH:
Thursday July 23, 2026, 10:00 a.m.

BID Opening: Thursday August 6, 2026, 10:00 a.m.

Anticipated Board Meeting Approval Date: Tuesday August 11, 2026

Project Start Date: Upon full execution of the contract - October 31, 2026

SUBMIT HARD COPY BIDS TO:

Maureen Williams
Supervisor of Purchasing
8201 Lansdowne Ave
Upper Darby, PA 19082

PART I: GENERAL INFORMATION

The Upper Darby School District (“School District”) is a public-school district located in Delaware County, Pennsylvania.

A. PURPOSE OF INVITATION TO BID

The School District is soliciting responses to this Invitation to Bid (“ITB”) from experienced and capable organizations wishing to provide all labor, materials, coordination and disposal necessary to abate the Delaware County Memorial Hospital as stated in Exhibit A. The goal of district leadership is to partner with a professional organization with a proven track record of supporting the implementation and delivery of these services (the “Vendor”).

The ITB is designed to provide interested parties with sufficient basic information to submit bids (“Bids”) meeting minimum requirements but is not intended to limit a Bid’s content or exclude any relevant or essential information. Respondents are at liberty and are encouraged to expand upon the specifications to provide further evidence of service capability under any proposed agreement. The School District intends to select an entity that demonstrates the highest level of knowledge, competency, qualification and experience with the relevant tasks and duties.

The School District will evaluate timely submitted Bids and, if it determines that it is in the School District’s best interest, award a contract to the Bidder whose Bid is most advantageous to the School District, in the School District’s sole discretion. The School District reserves the right, in its sole discretion, to select or negotiate terms with one or more responding firms, to reject any and all Bids, to amend this ITB, and/or to waive any non-material variations or irregularities with the stated ITB conditions found in the Bids.

B. PRE-BID MEETING

All Proposers shall attend a mandatory pre-bid meeting scheduled followed by a mandatory walkthrough of Delaware County Memorial Hospital on Thursday July 23, 2026 at 10:00 a.m. Location of the meeting, UDSD Administrative Offices, 8201 Lansdowne, Ave, Upper Darby, PA 19082. The purpose of the meeting and walkthrough is to make certain that the specifications are clearly understood. Proposers shall contact Maureen Williams, mawilliams@upperdarbysd.org with any questions regarding the meeting and walkthrough.

C. TIMELINE AND SELECTION

All times noted in the ITB are local times of the School District.

ITB Due Date: Thursday July 16, 2026

Sealed Bid Submission: Sealed Bids must be submitted to Maureen Williams. Bids may be hand-delivered, delivered by overnight courier (FedEx, UPS, etc.), or mailed through USPS. Bidders' Bids submitted after the ITB Due Date or Bids not submitted to the correct person will be rejected and not considered. Within one hour of the Bid Submission deadline, Bidders shall send an email to mawilliams@upperdarbysd.org with a copy or link to a searchable pdf of the Bid that is identical to the hard copy delivered.

Anticipated School District Selection: Tuesday August 11, 2026.

Review of Bid: The School District, at its sole discretion, may request a meeting and/or presentation to discuss a Bid. The meeting may be held in person or remotely.

D. ITB QUESTIONS

Any questions regarding the ITB shall be submitted by email to Maureen Williams at mawilliams@upperdarbysd.org. The email must identify the person's name, contact information and entity. All questions must be submitted to the School District no later than Monday July 27, 2026 by 12 P.M. local time.

Bidders may not rely on oral responses to inquiries and shall only rely on written responses issued in writing by Maureen Williams. Responses to questions and any addenda to the ITB will be posted on the School District's website. It is each Bidder's responsibility to check the website periodically to obtain such responses and any amendments to the ITB.

E. NO SCHOOL DISTRICT RESPONSIBILITY FOR COSTS OF RESPONSE

The School District expressly disclaims any responsibility to any party with regard to any costs incurred responding to this ITB or participating in the ITB process. If, for any reason whatsoever, the District rejects a Bidder's Bid, the Bidder agrees that it will not seek to recover profits on services not performed, to recover the costs for preparing the Bid, or assert a claim for unjust enrichment.

PART II: GUIDELINES FOR SUBMITTING A BID

A. REQUIRED INFORMATION

Responses shall include a qualification Bid as described below. The School District intends to review and evaluate the merits of the Bid based on an evaluation criterion which will review experience and pricing metrics as determined by the School District.

The Bid shall consist of a searchable PDF document with the Bidder's name and date on the cover page of the document. Submit a complete response to the ITB using the format outlined in Part IV of the ITB.

Emailed, faxed responses, and late bids will not be considered.

B. SCOPE OF SERVICES

The purpose of this solicitation is to obtain qualified vendor(s) to provide the goods and/or services described in Exhibit A. The selected vendor shall furnish all labor, supervision, equipment, materials, transportation, permits, and incidentals necessary to complete the work in accordance with the specifications outlined in this bid and Exhibit A.

C. EVALUATION OF BIDS

It is the intent of the School District to select the most qualified firm/consultants that meets the needs of the School District. Bids will be assessed based on cost, timeline & methodology, historical performance/references, and demonstrated capability to meet school needs.

PART III: BID PACKAGE

As noted in APPENDIX A

Attachment A – Bid Form

Attachment B – Non-Collusion Affidavit

Attachment C – Contractor Qualifications (Experience & References)

Attachment D – Insurance & Workers' Compensation Compliance

Documents must be typed, clearly legible, and signed by an authorized representative.

PART IV: WRITTEN AGREEMENT

A. CONTRACT PERIOD

The School District intends to award a contract to the successful Bidder (the “Vendor”) on a project-basis. The bid should be submitted based on the scope of work proposed for the given term. The School District’s intent is for the project term to begin on the full execution of the contract, and expire on October 31, 2026.

B. FORM OF AGREEMENT

The form of written agreement the School District intends to enter with the Vendor will be an agreement which is subject to final solicitor review and approval. This ITB and the Vendor’s Bid shall be incorporated by reference into the final written agreement, so each Bidder shall clearly indicate any ITB terms that it takes exception to in its Bid. In addition to indicating in the Bid any exceptions taken to the ITB terms, Bidders are encouraged, but not required, to provide a draft contract for review. A duly authorized officer or agent of the Bidder shall sign the Bid.

C. INSURANCE REQUIREMENTS AND LIMITS AND INDEMNIFICATION

All insurance policies required hereunder shall be primary and non-contributory with regard to the School District's shall be maintained in full force and effect for the term of the agreement. Each policy shall contain the provision that the Vendor shall provide thirty (30) days prior written notice given to the School District in the event of cancellation, non-renewal, or material change to the insurance coverages. A certificate of insurance evidencing all insurance coverages as outlined below shall be provided to the School District for review upon request, and at least seven (7) working days prior to the execution of the agreement and at any time thereafter upon the School District's written request.

The insurance companies indicated as the carriers on the insurance certificates, shall be authorized to do business in the Commonwealth of Pennsylvania, shall have an AM Best rating no less than "A," and the carriers shall be acceptable to the School District. The Receiver, School District, School Board, Chief Recovery Officer, officers, employees, volunteers, and agents shall be named as additional insureds, ATIMA, with respect to all

coverages, except Workers' Compensation and professional liability/malpractice insurance. The Vendor's liability insurance coverage shall be endorsed to state that its coverage will be primary to any other coverage available to the School District, that no act or omission of the School District will invalidate the coverage, and that the insurance company waives subrogation against the School District, and any of the School District's officers, employees and agents.

The Vendor shall provide the School District with evidence of such coverages and endorsements on or prior to the commencement of this Agreement. The Vendor shall acquire and maintain throughout the term of the agreement the greater of (a) its current policies or (b) the following minimum levels of insurance as listed in Exhibit B.

D. TERMINATION

The contract can be terminated for failure to perform or for convenience. In the event of termination, the School District shall only be responsible for payment of services actually and satisfactorily performed. If the School District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

The Vendor may terminate the contract with thirty (30) days' written notice to the School District. The contract can only be terminated for failure to perform. The notice shall provide the School District with a detailed description of the alleged failure to perform and provide the School District with the opportunity to cure. If the School District has failed to cure the alleged failure within thirty (30) days, the Vendor shall confirm the termination in writing to the School District. If the School District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

E. ASSIGNMENT

The Vendor shall not be permitted to assign the agreement without the advanced, written, express consent of the School District.

F. SUBCONTRACTING AND SUB CONSULTING

The Vendor shall not be permitted to enter into a subcontract or sub consulting agreement for any of its contractual duties without the advanced, written, express consent of the School District.

G. WAIVER OF CONSEQUENTIAL DAMAGES

The Vendor shall waive any claim against the School District for lost profits, lost expected profits, consequential damages, indirect damages, incidental damages, and/or punitive damages arising out of or relating to the contract or termination thereof.

H. CLEARANCES, CERTIFICATIONS, AND LICENSURE

At no cost to the School District, the Vendor shall provide the School District with the following valid clearances and certifications for each Vendor employee or permitted

subcontractor prior to performing any services for the School District:

A Child Abuse History Clearance (Act 151);
Federal Criminal History Records (Act 114);
Pennsylvania Background Checks (Act 34);
Tuberculin testing (28 PA Code 23.44);
Employment History Review (Act 168);
and Mandatory reporter training certification (Act 126).

The Vendor shall provide current state and federal licenses and certifications, as applicable, for each employee or subcontractor performing services pursuant to an agreement with the School District. The licensure and/or certifications shall align with the types of services to be provided by the individual employee or subcontractor. As a provider of contracted services, the Vendor shall notify the School District any time that any of its agents or employees who are performing work on behalf of the School District are either arrested or charged with a criminal offense as required by law and Board Policy 818. Such notice shall be provided in writing on form PDE- 6004 and within seventy-two (72) hours of the arrest or conviction.

I. MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided that the Bidder makes a request to withdraw in writing and the request is received prior to the time of the ITB Due Date. Negligence by the Bidder in preparing the Bid confers no right of withdrawal or modification of the Bid after the Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. A Bid is deemed a firm offer and each Bidder agrees that its Bid shall not be withdrawn within sixty (60) days from the Bid Opening.

J. COLLUSIVE BIDS

By submitting a Bid, Bidder certifies that it has not combined, conspired, or agreed to intentionally rig, alter, or otherwise manipulate, or cause to be rigged, altered, or otherwise manipulated, its Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the School District. By submitting its Bid, Bidder certifies that its Bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer, or related entity in connection with its Bid.

K. CONFIDENTIALITY OF BIDS

Under Pennsylvania's "Right to Know" law, public records are required to be open for reasonable inspection. Each Bid, including detailed price and cost information, will be held in confidence while the District is evaluating the Bid. After the District and the successful Bidder(s) have executed a contract, all Bids will become public records.

Trade secrets and other confidential proprietary data contained in the Bid may be held confidential if the Bidder submits a written request to the District, and the District agrees

in writing to do so. Material considered trade secrets or confidential proprietary data by the Bidder must be clearly identified and the Bidder must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Blanket statements that the entire Bid is confidential shall be unacceptable.

When submitted to the District, the Bid shall become the exclusive property of the District and will not be returned to the Bidder.

L. VENDOR RESPONSIBILITIES

It is the obligation of each Vendor to examine instructions, requirements, and specifications before submitting a Bid. Submission of a Bid shall be proof that such examinations have been made and that each Vendor has completed his/her own investigation and has become thoroughly familiar with the requirements.

District will not be responsible for nor honor any claims resulting from or alleged to be the result of misunderstanding by the Vendor. Vendors will be required to assume responsibility for packaged service offered in the Bid.

Vendor(s) are strictly prohibited from assigning or subcontracting any rights, responsibilities, or duties under the Agreement without the express written approval of the District.

It is the Vendor's responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements.

M. RESERVATION OF RIGHTS

The District reserves and may, at its sole discretion, exercise the following rights with respect to this ITB and all Bids submitted pursuant to this ITB:

To reject all Bids and re-issue the ITB at any time prior to execution of a final contract; to require, in any ITB for similar products and/or services that may be issued subsequent to this ITB, terms and conditions that are substantially different from the terms and conditions set forth in this ITB; or to cancel this ITB with or without issuing another ITB.

- To reject any Bid if, in the District's sole discretion, the Bid is incomplete, the Bid is not responsive to the requirements of this ITB, or it is otherwise in the best interest of the District to reject the Bid.
- To supplement, amend, substitute, or otherwise modify this ITB at any time prior to the execution of a final contract.
- To accept or reject any or all of the items in any Bid and award a contract for the whole or only a part of any Bid if the District determines, in its sole discretion, that it is in the District's best interest to do so.
- To reject the Bid of any Bidder that, in the District's sole judgment, has been delinquent or unfaithful in the performance of any contract with the District, is financially or technically incapable, or is otherwise not responsible.
- To waive any informality, defect, non-responsiveness, and/or deviation from this ITB that is not, in the District's sole judgment, material to the Bid.

- To permit or reject, at the District's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to a Bid by one or more of the Bidders following Bid submission.
- To request that any Bidder modify its Bid, including, but not limited to, modifying the pricing or providing additional information.
- To request additional or clarifying information from any Bidder at any time, including information inadvertently omitted by a Bidder.
- To require that the Bidder appear for interviews and/or presentations of its Bid at District offices.
- To inspect projects similar in type and scope to the work sought in this ITB.
- To conduct such investigations as the District considers appropriate with respect to the qualifications of any Bidder and with respect to the information contained in any Bid.

N. HOLD HARMLESS

The Vendor shall indemnify, defend, and hold harmless the District, its officers, school directors, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever (including, but not limited to, reasonable attorney's fees) arising from the negligence, gross negligence, and/or willful misconduct of Vendor, including its officers, directors, employees, representatives, assigns and agents. Vendor waives claims against the District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this ITB, the Agreement, or the termination thereof.

O. ADDITIONAL LEGAL REQUIREMENTS

1. Debarment and Suspension. A contract award must not be made to parties listed on the government-wide exclusions in the system for award management (SAM) in accordance with OMB Guidelines at 2 CFR § 180, relating to "Debarment and Suspension". Bidder represents that it has not been and is not currently listed on the government-wide exclusions, nor has it been debarred or suspended from participating in any state or local public contracts. Bidder further agrees to immediately notify the School District if Bidder is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. Equal Employment Opportunity. It shall be mandatory that the Vendor will not discriminate against any person upon any grounds prohibited by federal or state law.

The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

The Vendor will furnish all information and reports required by law and will permit access

to its books, records, and accounts by the School District and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

3. Small And Minority Business, Women's Business Enterprises, And Labor Surplus Area Firms. The Vendor shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small businesses, minority businesses, women's business enterprises, veteran- owned businesses, and labor surplus area firms.

4. Adherence To Applicable Laws. Bidders shall comply with all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards. The specific statutory requirements enumerated in this ITB shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of a Bidder's obligations under applicable laws. The failure to specifically reference or include said matters in this ITB or a contract awarded to a successful Bidder does not excuse a Bidder from compliance with the same.

5. Domestic Preferences. To the extent applicable, Vendor will demonstrate a preference for using U.S.-made products in alignment with federal guidelines.

P. CONTRACT

It is expected that the contract shall be awarded by the School District within sixty (60) calendar days of the date of Bid opening, unless this time is extended by the mutual consent of the successful site-specific Bidder and the School District.

The School District reserves the right to award one contract set forth in the Specifications or items contained therein, or for all site-specific contracts and items set forth in the Specifications.

The School District will notify each of the selected Bidders of the School District's intent to accept the Bid and to make a formal award of contract to the Bidder by the Notice of Intent to Award. The School District will include with each Notice of Intent to Award the Agreement to be signed by the successful Bidder. Within ten (10) days of receipt of the Notice of Intent to Award, each successful Bidder shall furnish Certificates of Insurance as required pursuant to Section 13 of the Instructions to Bidder and the signed Agreement. The Insurance Certificates and Agreement shall be submitted to the School District Business Office within the required time period.

The Contract Documents form the Contract.

Failure of the Bidder to whom Notice of Intent to Award has been given to deliver appropriate Certificates of Insurance or execute the Agreement within the time specified shall constitute a default by such Bidder and the School District may, at its sole discretion, award the contract to another Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the School District the difference between the amounts of the Bid and any higher amount for which the School District may contract for the required services, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The School District may, in its sole discretion, extend the time for submission of the above

items, upon request of Bidder. Such request of Bidder, if accepted by School District in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement, or if no date is stipulated, until twenty (20) days after the submission to the School District of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

Q. FAMILIARITY WITH PROPOSED WORK

Each Contract is entered into by the School District with the understanding that the Contractor, prior to submission of the Bid, acquainted themselves with the Bid Documents, and that it has obtained all necessary information for completion of the Services during the term of the Contract. 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 Services to be performed 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.

R. SDS SHEETS; RIGHT TO KNOW ACT

Each Bidder using 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 safety data sheets (SDS) for all products. The successful Bidder 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.

S. HUMAN RELATIONS ACT

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. Bidder does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of the Contract. Bidder's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

T. DISCRIMINATION PROHIBITED

In the hiring of employees for the performance of the Services 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. 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 the Services under the Contract on account of gender, race, creed, or color.

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.

U. 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 compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly from the Services.

V. FEES, PERMITS AND CERTIFICATIONS

Contractor, its employees and agents shall secure, at its sole cost and expense, and maintain all necessary permits, licenses and certifications as required by federal, state, and local laws, regulations, and ordinances. All costs and fees for such licenses shall be the sole responsibility of the Contractor.

W. EXECUTION OF CONTRACT, BONDS AND PREVAILING WAGE

The District will notify the lowest responsible bidder of intention to accept his bid and to make a formal award of contract. The District reserves the right to require a one hundred percent (100%) performance bond. If this bond is requested, bond will be due within ten (10) days from receipt of such notice; bidder shall furnish performance bond in the amount of one hundred percent (100%) of the contract sum and required insurance certificates.

All bonds and insurances shall be issued by companies authorized to transact business in the Commonwealth of Pennsylvania and which are acceptable to the District. Sureties must be listed in the latest Department of the Treasury, Department Circular 570 titled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" and the amount of the bonds shall not exceed the underwriting risk of such Surety as set forth in said circular or revision thereof.

The Performance Bond (if required) shall be executed on behalf of the Surety in such manner as shall legally bind the Surety. In the event the execution on behalf of the Surety is by an agent or agents, a proper power of attorney evidencing the authority of such agent or agents shall be attached to each bond. Such power of attorney shall be sealed and bear the same date as the bond to which it is attached.

After approval of bond and insurance, the District will sign and date the Form of Agreement. The Contractor shall sign, but not date the Form of Agreement, and submit this document together with the submission of the Bond and Certificates of Insurance.

Owner shall return to the successful Bidder one copy of the dated, executed Form of Agreement within 30 days of the notice of intent to award, unless the time of issuance of such agreement shall be extended by mutual written agreement of the Owner and successful Bidder.

X. TAXES

Contractor is responsible for sales taxes and any other applicable taxes related to the Services provided under the Contract.

Y. ALL APPLICABLE LAWS, STATUTES, REGULATIONS AND STANDARDS, AND GRANT REQUIREMENTS

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.

The Contractor shall comply with any and all laws, rules, regulations, ordinances, and School District policies, applicable to providing the Services contemplated under the Contract. The Contractor, including its employees and agents, shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in its schools, and on its properties including for example, the prohibitions of sexual harassment, alcohol, and smoking, and shall comply with all such policies. In the event any federal, state, local or other governmental body's laws, rules, ordinances, or regulations are revised, changed, or amended, or in the event there are revisions, changes or amendments to the School District's policies, the Contractor shall comply with all such revised, changed or amended laws, rules, ordinances regulations or policies, at no additional cost to the School District. All Services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including, but not limited to, the Occupational Safety and Health Act.

The Contractor shall comply with all applicable requirements of the Pennsylvania Commission on Crime and Delinquency ("PCCD") grants and award conditions, as amended from time to time, including but not limited to all programmatic, financial, administrative, and audit requirements that are incorporated by reference into this Solicitation and any resulting contract. Contractor shall at all times perform in a manner that permits the School District to remain in full compliance with the terms and conditions of the PCCD funding award supporting this procurement.

The Federal Organizational Conflict of Interest Guidelines are applicable and Contractors that develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such contract.

Z. START OF WORK

Unless otherwise provided In the Agreement, the Contractor shall provide Services

commencing on full execution of the contract.

AA. PAYMENT

Invoices received, by the first of the month, and approved by the School District will be paid within sixty (60) days, provided all work for which payment is requested has been completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract.

In the event that Contractor shall be requested by the School District to perform any services during the weekend (such service being hereinafter referred to as a “Special Event”), the School District shall pay Contractor for each individual performing such Special Event services at the Special Event rate contained in the Contractor’s response to the invitation to bids.

BB. FAILURE TO FINISH OR COMPLETE CONTRACT

In the event Contractor shall neglect or refuse to complete the Services as required, or any part thereof, or to remedy deficient Services, then the School District is authorized and empowered to purchase supplies, 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, to impose a financial penalty on Contractor, as negotiated in the Contract, or to cancel the Contract; reserving to itself, nevertheless, all rights for damages, including attorney's fees, legal costs, and additional professional fees, which may be incurred by the School District. The School District may deduct all such costs and expenses incurred by it from any payments then due or thereafter coming due to Contractor under the Contract until the School District is reimbursed in full. The foregoing rights and remedies shall be in addition to, and not in limitation of, any other rights and remedies available to the School District at law or in equity.

CC. CLEAN-UP / DAMAGE TO PREMISES

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

DD. FORCE MAJEURE

If either party shall be prevented, hindered, or delayed in the performance or observance of any of its obligations hereunder by reason of any act of God, natural disaster, war, riot, act of terrorism, civil commotion, explosion, fire, government action, epidemic, or other circumstance beyond its reasonable control (a “Force Majeure Event”), and such delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the party through the use of alternative sources or means, then such party shall be excused from further performance or observance of the obligation so affected for as long as such circumstances shall prevail and such party uses its diligent efforts to recommence performance or observance whenever and to whatever extent possible. The party so delayed shall immediately notify the other party and describe the circumstances causing such delay.

EE. GOVERNING LAW.

The Contract shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. The School District reserves all rights and privileges applicable to it pursuant to the doctrine of nullum tempus occurrit regi.

FF. CLAIMS AND DISPUTES.

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 Delaware County and shall not be subject to arbitration, except for compulsory arbitration as provided by the applicable rules of civil procedure. 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 Services.

GG. NON-APPROPRIATION OF FUNDS

The School District represents (1) that it intends to maintain the Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (2) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the School District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the Services described in the Contract, the School District's obligation under the Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

HH. PROPERTY DAMAGE

The Contractor shall be responsible for any damage to School District property, buildings, furniture, equipment, driveways, shrubbery, etc. which is created or caused by its activities, employees, agents, or subcontractors.

II. SUBMISSION OF DOCUMENTS

Services shall not be started before all insurance documents; background checks and child abuse clearance records have been received by the School District.

JJ. ENVIRONMENTAL INDEMNIFICATION

Throughout the term of the Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any federal, state, and local laws, rules, and regulations regarding the protection of the environment. The Contractor shall abide by all federal, state, and local laws, rules, and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency and the School District. A violation of applicable laws, rule or

regulations may result in termination of this Contract. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the School District, its directors, officers, 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 Contractor's failure to strictly comply with this Section 38 and all federal, state and local laws, rules and regulations governing the protection of the environment. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C.. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C.. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C.. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C.

§§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C.. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C.. §§ 11001 et seq. ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law.

KK. PENNSYLVANIA PREVAILING WAGE RATES

If required by applicable laws, the Prevailing Wage Rates, as determined by the Secretary of the Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the Work and for each classification of workers needed to perform the Contract shall be paid to all workers performing labor for the Project. The provisions of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165.1, *et seq.*, regulations and the Pennsylvania Prevailing Minimum Wage Rates, as determined by the Secretary of Labor and Industry, are made part of all said Contract.

APPENDIX A – BID PACKAGE

Table of Attachments

Upper Darby School District

ITB #: 1

Asbestos Removal at Delaware County Memorial Hospital

Bidder (Company):

1. Attachment A – Bid Form
2. Attachment B – Non-Collusion Affidavit
3. Attachment C – Contractor Qualifications (Experience & References)
4. Attachment D – Insurance & Workers' Compensation Compliance

Attachment A – Bid Form

Asbestos Removal at Delaware County Memorial Hospital (Please fill out #1 – 5) Upper Darby School District

1. Bidder Information

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Authorized Representative: _____

Title: _____

2. Bid Security

☐ Bid Bond or Certified Check equal to 10% of total bid enclosed

3. Required Attachments Checklist

☐ Completed Bid Form

☐ Pricing Worksheet (if separate)

☐ Non-Collusion Affidavit

☐ Insurance Certificates

☐ Workers' Compensation Certificate or Exemption

☐ References

☐ Licenses/Certifications

4. Certification

Bidder certifies that this bid is submitted without collusion and agrees to enter into a contract with the District if awarded. Prices shall remain firm for 60 days from bid opening.

Authorized Representative (Print): _____

Signature: _____

Date: _____

Company Name: _____

5. **Name of the Bidder:** _____

LUMP-SUM BASE BID FORM:

The undersigned Bidder agrees to furnish all labor, supervision, materials, equipment, tools, transportation, permits, notifications, disposal, and other services necessary to complete the hazardous-material abatement work at the Former Delaware County Memorial Hospital in accordance with the Contract Documents for the following lump-sum amount:

_____ Dollars and _____ Cents (\$ _____)

The Lump-Sum Base Bid shall include all work required by the Contract Documents, whether or not each individual item is specifically identified on the Unit Price Schedule.

The unit prices listed below shall be used only to calculate authorized additions to or deductions from the Contract Sum when the actual scope or quantities of work differ from those included in the Lump-Sum Base Bid. Unit prices shall not be used as a substitute for the Lump-Sum Base Bid.

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Email Address: _____

Telephone Number: _____

Name of the Bidder: _____

ALL BIDDERS MUST PROVIDE THE FOLLOWING ADD/DEDUCT UNIT PRICES IN ADDITION TO THE LUMP-SUM BASE

1	Removal of one (1) square foot of plaster	\$ _____
2	Removal of one (1) linear foot of caulk	\$ _____
3	Removal of one (1) linear foot of pipe-fitting insulation	\$ _____
4	Removal of one (1) square foot of floor tile and mastic	\$ _____
5	Removal of one (1) square foot of double-layer floor tile and mastic	\$ _____
6	Removal of one (1) square foot of triple-layer floor tile and mastic	\$ _____
7	Removal of one (1) square foot of floor tile	\$ _____
8	Removal of one (1) square foot of floor mastic beneath single-layer flooring	\$ _____
9	Removal of one (1) linear foot of pipe insulation	\$ _____
10	Removal of one (1) square foot of fireproofing	\$ _____
11	Removal of one (1) square foot of roofing material	\$ _____
12	Removal of one (1) linear foot of glazing material	\$ _____
13	Removal of one (1) square foot of pipe-insulation debris	\$ _____
14	Removal of one (1) linear foot of boiler rope	\$ _____
15	Removal of one (1) square foot of glue dots	\$ _____
16	Contractor remobilization to perform additional work identified while the contractor is off-site, per occurrence	\$ _____

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Attachment B – Non-Collusion Affidavit

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Bids 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 Bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the proposing process, and includes the knowing submission of Bids higher than the Bid of another firm, any intentionally high or noncompetitive Bid, and any other form of Bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Bid.

NON-COLLUSION AFFIDAVIT

State/Commonwealth of _____: Contract/ITB_____

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 Bid. I state that:

1. The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.

2. Neither the price(s) nor the amount of this Bid , and neither the approximate price(s) nor approximate amount of this Bid , have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a Bid higher than this Bid , or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid .

4. The Bid 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 Bid.

5. _____, its affiliates, subsidiaries, officers,
6. (Name of firm)

7. directors and employees are not currently under investigation by any government 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 proposing on any public contract, except as follows:_____.

I state that _____ understands and
acknowledges that the (Name of my firm)
above representations are material and important and will be relied on by the Harrisburg School District in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Harrisburg School District of the true facts relating to the submission of Bids for this contract.

(Name & Title)

SWORN TO AND
SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20____

Notary Public

My Commission Expires

Attachment C – Contractor Qualifications
(Experience & References)

Provide details for at least three (3) projects of similar scope completed within the last five (5) years.

Project 1

Owner/Client: _____

Project Name & Location: _____

Scope: _____

Contract Amount: _____

Completion Date: _____

Owner Contact (name, phone, email): _____

Project 2

Owner/Client: _____

Project Name & Location: _____

Scope: _____

Contract Amount: _____

Completion Date: _____

Owner Contact (name, phone, email): _____

Project 3

Owner/Client: _____

Project Name & Location: _____

Scope: _____

Contract Amount: _____

Completion Date: _____

Owner Contact (name, phone, email): _____

Attachment D – Insurance & Workers’ Compensation Compliance

Attach certificates that meet District and Township requirements:

- ☐ General Liability – minimum limits meeting Upper Darby School District’s requirements (list Township as certificate holder).
- ☐ Workers’ Compensation – OR completed exemption form pursuant to PA Act 44.
- ☐ Automobile Liability – if vehicles will be used on District property.
- ☐ Any other insurance required by the ITB specifications.