

SOMERSET COUNTY TECHNOLOGY CENTER

281 Technology Drive
Somerset, Pennsylvania 15501

Phone: (814) 443-3651

Invitation for Submission of Sealed Bids for the Purchase of a Modular Home from the Somerset County Technology Center

1. **Invitation for Sealed Bids.** The carpentry, electrical, networking, and drafting students of the Somerset County Technology Center (the "Technology Center" or "School" or "SCTC") have constructed a modular home presently located on the site of the Technology Center. The Technology Center invites the submission of sealed bids for the purchase of the modular home under the terms and conditions of this "Invitation for Submission of Sealed Bids."
2. **Minimum Bid.** The Technology Center will not consider any bid less than One Hundred Fifteen Thousand (\$115,000). Regardless of the amount of the bid, SCTC may reject the bid as provided for in paragraph 6.
3. **Submission of Sealed Bids.** All bids must be submitted on the bid form attached at the end of this Invitation. All bids must be submitted in the sealed envelope clearly marked on the outside "Sealed Bid for Modular Home," which envelope must be mailed to or delivered to the office of Jennifer Booth, Secretary of the Somerset County Technology Center Board, Somerset County Technology Center, 281 Technology Drive, Somerset, Pennsylvania 15501. Whether mailed or hand delivered, the sealed envelope containing the bid *must be in the hands of the Secretary* no later than 9:30 a.m. on Thursday, August 8, 2024. Mailing is not sufficient. The bid must be received by such time and date. All bids must be for a single, stated, fixed dollar amount, and no bid shall be conditioned upon the receipt or non-receipt of other bids or the amount of any other bid. The bid must be for a single, stated, fixed dollar amount and may not be for a stated amount over any other bid.
4. **Deposit Required with Bid.** There must be submitted with the sealed bid, in the same envelope, a bid deposit in the amount of One Thousand Dollars (\$1000), which bid deposit must be by certified check or bank treasurer's or cashier's check from a solvent bank acceptable to the Technology Center and payable to the Somerset County Technology Center.

If the bid is accepted, the check will be cashed by SCTC as a deposit on the purchase price and an assurance that the balance will be paid, and that the successful bidder will comply with the terms and conditions of this Invitation for bids. If the successful bidder (hereafter sometimes referred to as "Buyer") fails to comply with the obligations hereunder, or fails to pay the balance due as required by these terms, the amount paid will be retained by the School as liquidated damages, the sale will be cancelled, and the School shall be free to resell the modular home, retaining the amount of the deposit check as damages, which the bidder by submitting a bid agrees is reasonable. All checks submitted by bidders other than the successful bidder will be returned by mail to the bidder submitting same at the address set forth on the bid within five (5) days after the acceptance of a bid.

5. **Opening of Bids.** Bids will be publicly opened at 10:00 a.m. on Thursday, August 8, 2024, in the Board Room at the Technology Center. Bids will be considered at a public meeting of the Joint

Operating Committee of the School to be held at 7:00 p.m. on Thursday, August 15, 2024, in the Board Room at the Technology Center. Although it is anticipated that the Joint Operating Committee will act to accept a bid at that meeting, SCTC expressly reserves the right to defer action on the bids. All bids shall remain open for a period of thirty (30) days from Thursday, August 8, 2024, and are subject to acceptance by SCTC at any time prior to the expiration of that 30-day period.

6. **Right to Waive Irregularities and to Reject Any or All Bids.** The Technology Center reserves the right to waive any irregularities in bidding and further expressly reserves the right to reject any or all bids for any reason or for no reason at all, without limitation. To reemphasize, SCTC is not obligated to accept any bid and may reject all bids and solicit new bids or sell the modular home in some other manner.
7. **Inspection of Modular Home.** The modular home is available for inspection by prior arrangement at SCTC from 8:00 a.m. to 2:00 p.m. most weekdays (Monday through Friday) prior to Thursday, August 8, 2024. By submitting a bid, the bidder acknowledges that he or she has fully inspected the modular home and is satisfied.
8. **Delivery and Set Up.** Buyer must arrange with a modular home carrier or hauler of Buyer's choice, as an independent contractor on behalf of Buyer, to deliver and set up the home on behalf of Buyer, including connecting the sections. All charges of the transporter would be Buyer's responsibility and Buyer must agree to same with the carrier or hauler. Delivery must be within the geographic limits of Somerset County, Pennsylvania. If not, paragraph 16(1) shall apply. Delivery must be to a properly prepared site reasonably accessible over public roads for tractor/trailer transport and of such terrain and conditions as to be a practical and reasonable delivery site for standard modular home delivery with no special hardships or conditions. The site must be acceptable to the carrier or hauler obtained by Buyer. SCTC will pay \$5,000.00 directly to the hauler from the purchase proceeds to offset Buyer's expense to haul modular home. The remaining expenses are the Buyer's responsibility. SCTC will not be responsible for any finish or repair work after the transporter begins to prepare the modular home for transport. The Buyer must contract with the mover or a third party to complete all finish work and drywall repair. SCTC will provide only the material for siding completion, soffit and fascia, ridge vent, spouting and downspouts to the sill plate. SCTC will provide the friction fit insulation required to insulate the attic to R-38, but will not be responsible for the installation. A list of material provided is attached.
9. **Risk of Loss.** Risk of loss passes to the Buyer when the carrier or hauler first begins transport preparation on the Technology Center property. The carrier or hauler engaged by Buyer shall be fully responsible for the preparation for transport and transport of the modular home. Buyer must insure the modular home for usual and customary fire and casualty and extended coverage insurance with an insurance company licensed to do business in Pennsylvania. The Technology Center shall not be responsible for damage during transit or preparation for transit. The Buyer must look solely to the carrier or hauler for any damage during preparation for transit or during transit or to Buyer's casualty insurance for any casualty occurring after the time risk of loss passes as aforesaid. The Buyer must furnish the Technology Center with evidence of insurance at least equal to the full amount of the bid for fire, casualty, and extended coverage before the time risk of loss passes as aforesaid. The Buyer/carrier or hauler is responsible for repair of any drywall cracks resulting from movement of the modular home from the Technology Center property to the Buyer's property, or from placement and securing of the modular home on the Buyer's foundation.
10. **No Warranties.** The Technology Center is selling the modular home in its existing condition at the time bids are received. The Technology Center extends no warranties, express, implied, or otherwise. There is no warranty of fitness for a general purpose or for a particular purpose, express or implied. Buyer must rely solely on Buyer's inspection. After the completion of the house on site (which is Buyer's responsibility), all work that requires inspections must be inspected

by Somerset County Building Inspectors and must be consistent with the current IRC Code, but this shall not constitute any warranty, express or implied, of the Technology Center. All completion work by Buyer and all construction at the site must be in compliance with the IRC (International Residential Code). Such compliance is Buyer's responsibility.

11. **Included in Sale.** The bid to be made shall be for the modular home only. If at the time of any inspection of the modular home the home contains furniture or other appliances, it is expressly understood that these items will be removed prior to delivery and that such furniture or other appliances are not included in the sale. Only the modular home itself and no contents are included. There is a space in the modular home for a stairway to a basement. The basement itself is Buyer's responsibility as hereinafter set forth. The stairway area will include a light and drywall. SCTC will not be responsible for any finish work from the time the hauler first begins transport preparation.
12. **Compliance with Laws.** It is solely the Buyer's responsibility to comply with all laws, rules and regulations necessary for the delivery and set up of the modular home and the location of same on Buyer's site. Included in this requirement is the requirement that Buyer must comply with all zoning laws, subdivision laws, deed restrictions, environmental laws, and the like. Attached is a Site Installation Form which specifies finish work that is the Buyer's responsibility and is required to comply with the current IRC Code and requirements of the Somerset County Building Inspectors.
13. **Additional Buyer's Responsibilities.** Buyer has full responsibility for site selection and preparation, for obtaining and paying for all building permits, utility hookup charges, inspections, permits or fees, and the like, and for payment of all taxes associated with this purchase. Under current regulations, to the extent SCTC is aware of same, Buyer will be required to pay six percent (6%) Pennsylvania sales tax on sixty percent (60%) of the amount of the sales price. SCTC has purchased only the building permit as required by the IRC (International Residential Code) with respect to SCTC's construction. Buyer is solely responsible for having the site properly prepared for delivery of the modular home and for construction of an appropriate foundation, with full basement. The Technology Center will furnish suggested minimum standards for such foundation and site preparation, and such foundation and site preparation must at least meet such minimum standards in order for the modular home to be erected thereon. However, the furnishing of such standards is not any warranty or representation of the adequacy or appropriateness thereof by the Technology Center, and Buyer shall be solely responsible for the adequacy and appropriateness of the foundation and site preparation. Buyer is responsible for placement and securing of the modular home on Buyer's foundation. Buyer is responsible for whatever sewer system may be required, for all utility services to the modular home, for water and sewer hookups, electrical hookups to the main breaker panel installed in the modular home, final electrical inspection, telephone hookups, and all other utility hookups, installations and facilities not already existing in the modular home as it exists at the Technology Center at the time the bid is submitted. Buyer is also responsible for all backfilling, landscaping, driveways, exterior steps, railings, porches, and the like. Buyer must provide drains if rain spouting is to be connected as part of the "finish-up" work by others. Buyer's responsibility for the foundation includes responsibility for any windows, doors, vents, electrical lights, outlets, circuits, and so forth that Buyer may desire in the basement as applicable. Because it cannot be determined in advance what Buyer's requirements will be with respect to a basement, and because Buyer is responsible for the foundation, Buyer's builder or contractor (or Buyer if acting as his own builder or contractor) must execute an appropriate document, the Site Installation Form, to be furnished by the Technology Center wherein Buyer's builder or contractor (or Buyer if acting as his own builder or contractor) assumes full responsibility for complying with the floor and/or foundation wall insulation requirements as mandated by the rules and regulations under the IRC (International Residential Code), or as may be required by any other applicable laws, rules or regulations. Furthermore, Buyer's builder or contractor (or Buyer if acting as his own builder or contractor), must install insulation around the rim joists to R-19. Buyer's builder or contractor (or Buyer if acting as his own builder or contractor) must sign such documentation as shall be presented by the Technology Center affirming and certifying that

Buyer's builder or contractor (or Buyer if acting as his own builder or contractor) is assuming all such responsibility (Site Installation Form and Receipt and Acknowledgement Form). Buyer, by submitting a bid, also agrees that the foundation, foundation wall insulation, and any electrical, water, sewer or other facilities installed in the foundation will meet all requirements of all applicable building codes and laws, rules, and regulations. Buyer is responsible for making all connections of utilities to whatever facilities are installed in the modular home as it exists at the time hauler begins preparations for transport. The modular home is designed and constructed with the expectation that there will be a full basement as aforementioned. The Technology Center strongly suggests that a full basement be used.

14. **Timing of Delivery.** Delivery may be made only on regular business days of the delivering independent contractor, and Buyer must arrange for delivery and notify the Technology Center at least five (5) days in advance of the date the modular home is to be picked up. The site must be acceptable to the delivering independent contractor prior to the modular home being loaded for delivery at the Technology Center. The modular home must be delivered to Buyer's site no later than sixty (60) days following the date on which Buyer is notified by the Technology Center that SCTC has completed the modular home according to the terms of this Invitation for Submission of Sealed Bids and the modular home is ready for transporting. SCTC expects to have the home ready for transport ("as is" state as indicated in this document) as soon as practicable, but no later than October 20, 2024, contingent on the availability of materials, the availability of the students to complete the work, and absence of any unforeseen circumstances that would delay such completion. If the delivering independent contractor and the School are notified at least five (5) business days prior to the expiration of that 90-day period, and if the delivering independent contractor is unable to deliver in that 90-day period of time because of adverse weather conditions or other circumstances not reasonably avoidable, then the 90-day period shall be extended for such reasonable additional time as the delivering independent contractor shall request.
15. **Final Payment.** Final payment must be made of the full amount of the balance due the Technology Center by certified check or bank treasurer's, or cashier's check drawn on a solvent banking institution acceptable to the Technology Center and made payable to Somerset County Technology Center. Such payment must be delivered to the Secretary of the Technology Center prior to the carrier or hauler beginning any transport preparation of any part of the modular home at the Technology Center property. The full amount due shall be due at that time even if only part of the modular home is then removed and the other part is removed later. If payment is not made as herein provided, or if Buyer shall otherwise default in Buyer's obligations, then the Technology Center can terminate the award of the bid, retain the deposit check as liquidated damages, return the modular home to the Technology Center site or other location at the discretion of the Technology Center, and may resell the modular home in such manner as the Technology Center shall decide with no further obligation whatever to Buyer.

SCTC may, but shall not be required to, agree to a modification of payment terms if terms, assurances, and documentation acceptable to the Administrative Director can be worked out. However, agreement to any other terms is solely at the discretion of the Administrative Director and the Administrative Director will be reluctant to agree to modification of the above terms.

16. **Other Provisions.**

- (1) In addition to Buyer's responsibilities set forth above, if the Buyer proposes to place the modular home on a site outside Somerset County, Pennsylvania, Buyer assumes all responsibility for obtaining any necessary state, federal or local permits, inspections, or certifications, and paying any taxes, required to locate the modular home in the locality or state involved. SCTC shall have no liability or responsibility as to same and Buyer holds

SCTC harmless of and from any and all liability, losses, costs and expenses, including reasonable legal expenses, arising out of or in connection with same.

- (2) Whenever the context of the terms of this bid document requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.
- (3) Buyer, by submitting a bid, shall be legally bound, and his successors and assigns shall be legally bound. Upon acceptance of a bid, the Technology Center, its successors, and assigns, shall be legally bound in accordance with the terms of this Invitation for Submission of Sealed Bids.
- (4) All of the terms and conditions of this sale are expressed in this Invitation for Submission of Sealed Bids, and the terms thereof shall not be varied by any oral conversations, discussions, letters, or otherwise, except by a formal action approving changes hereto by the Somerset County Technology Center Joint Operating Committee.
- (5) Regardless of where the bid is executed, the bid shall be deemed to have been executed, and the obligations arising out of this Invitation for Submission of Sealed Bids and any bid shall be deemed to have arisen, in Somerset County, Pennsylvania.
- (6) Exclusive jurisdiction and venue for any action arising out of the breach of the terms of this Invitation for Submission of Sealed Bids, or arising out of or in any way connected with the sale of this modular home by the Technology Center to Buyer, with the enforcement of any obligations of the Technology Center or Buyer, or with respect to the interpretation of this Invitation for Submission of Sealed Bids or in the interpretation of any obligations of the Technology Center or Buyer shall be vested exclusively in the Court of Common Pleas of Somerset County, Pennsylvania (and in the appellate courts of Pennsylvania in the event of an appeal therefrom), and the Technology Center and Buyer by submitting a bid agrees to submit to jurisdiction and venue in said court for such purposes.
- (7) Time is of the essence with respect to this sale and all matters related thereto.
- (8) Captions or headings of paragraphs are for convenience only and shall not affect the interpretation of this document.

SOMERSET COUNTY TECHNOLOGY CENTER
June 25, 2024.

SOMERSET COUNTY TECHNOLOGY CENTER

281 Technology Drive
Somerset, Pennsylvania 15501

Phone: (814) 443-3651

**Invitation for Submission of Sealed Bids for
the Purchase of a Modular Home from the
Somerset County Technology Center**

BID FORM

To: Jennifer Booth
JOC Secretary
Somerset County Technology Center
281 Technology Drive
Somerset, Pennsylvania 15501

The undersigned hereby submit(s) a bid for the purchase of the modular home to be sold by the Somerset County Technology Center. This bid is submitted in accordance with the "Invitation for Submission of Sealed Bids" issued by the Somerset County Technology Center. The modular home was made available for inspection and was inspected by the undersigned. If this bid is accepted, I/we understand that I/we am/are obligated to conclude the transaction in accordance with the terms and conditions of the Invitation for Submission of Sealed Bids. **A deposit check, consisting of a certified check, bank treasurer's or cashier's check from a solvent bank payable to Somerset County Technology Center in the amount of \$1000 is enclosed.**

The amount of the bid is: _____. I/We agree that if more than one person signs this bid that the obligations of the undersigned shall be joint and several.

Date: _____

Bidder's name(s) [print]: _____

Bidder's address(es) [print]: _____

Signature of all bidders: _____

Telephone number: _____ **Area Code** _____

NOTE: All bids must be for a single, stated, fixed dollar amount, and no bid shall be conditioned upon the receipt or non-receipt of other bids or the amount of any other bid. The bid must be for a single, stated, fixed dollar amount and may not be for a stated amount over any other bid.



Somerset County Technology Center

Site Installation Form

(To be signed at the time of the sale)

The buyer is responsible for on-site installation, and completion of the following items. All required on-site work must be permitted and inspected by Somerset County Building inspectors to the current IRC code.

- 1. All footing and foundation work must be inspected by Somerset County Building Inspection and constructed to meet or exceed 2021 IRC code with amendments.
2. All plumbing must be completed (by others) and inspected by Somerset County Building Inspectors and meet or exceed 2021 IRC code with amendments.
3. All vents including, plumbing, and ceiling/fan units in the bathrooms must go through the roof line according to IRC code. (Completed by others; materials Buyer's responsibility)
4. Siding, soffit, and fascia, required shingles, and ridge vent will be provided by Somerset County Technology Center to complete the ends of the home, and shall be completed on-site by others.
5. Insulation around the rim joists must be installed to R-19 and will be installed by others.
6. House must be attached to the sill plate according to IRC code.
7. The two sections must be bolted together at the center beam using 1/2" bolts every 4-feet on -center staggered.
8. On the bottom side of the floor trusses, there must be installed either 1/2" drywall or, 5/8" wood structural panel or equivalent.
9. All finish plumbing, electrical, and heating will be completed on site by others, and shall conform to the required codes.

Dated: _____, 2024

Witness: _____

Buyer's Name

Witness: _____

Buyer's Name



List of Materials Provided for 2024 Student-Built Home

These materials will be supplied by SCTC for use by the Buyer's builder (or Buyer if acting as his own builder or contractor) in completing the house. Labor is not provided.

1. Siding to complete the ends of the home
2. Soffit and fascia for the ends of the home
3. Shingle vent (approx. 50 ft.) plus cap shingles