# Shenango Area School District

## HVAC Upgrades

## High School and Elementary School

Shenango Area School District

2550 Ellwood RD

New Castle, PA 16101



**REQUEST FOR PROPOSALS (RFP)**

**PROPOSAL DUE DATE:**

August 6th, 2021

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**NOTICE:**

**SHENANGO AREA SCHOOL DISTRICT**

**NOTICE TO DESIGN BUILD MECHANICAL CONTRACTING COMPANIES**

REQUEST FOR PROPOSALS FOR MECHANICAL UPGRADES

The Shenango Area School District is issuing this Request for Proposals (RFP) for the selection of a Design Build Mechanical Contracting Company. Proposals must be received at the **Shenango District Office no later than August 6, 2021 at 2:00 PM.** Late proposals will not be accepted or reviewed.

You are invited to submit a proposal in accordance with this RFP for the following Project:

**Shenango Area School District**

**HVAC Upgrades**

**High School and Elementary School**

Proper Submission Information:

Proposals to the District may be mailed or hand delivered. No proposal sent via electronic mail **ONLY** or fax will be accepted by the district.

Please submit one original and one hard copy of your proposal along with one e-mailed copy to the following recipients:

**Jenny Haben, Board Secretary**

**Shenango Area School District**

**2501 Old Pittsburgh Road**

**New Castle, PA 16101**

**jhaben@shenango.k12.pa.us**

**PROJECT NOTICES/GENERAL INFORMATION:**

**A Pre-Proposal site visit is required. To be eligible to submit a proposal the respondent must schedule a walkthrough of the School District’s facilities. Based on information gathered during the RFP phase, respondent will provide preliminary assessment of the mechanical systems and submit within part of the written proposal.**

**Pre-Proposal site visit: Wednesday, July 21st, 2021 at 9:00 AM**

Contractors are required to be present and sign in at pre-proposal site visit/walkthrough. Contractors will meet in the lobby of the High School located at:

Shenango Area High School

2550 Ellwood RD

New Castle, PA 16101

**Proposals Due: Friday, August 6th, 2021**

**Contractor Requirements:**

1. Capacity to fully bond the cost of all services in their scope

2. Previous comparable project experience (minimum of two similar projects)

This Request for Proposal has components required to be completed and submitted by the Proposal Due Date listed above:

1. Contractor’s Proposal Document – required templet found within this document

**Projected Project Start Date:** September 1st, 2021 for Engineering and Submittals. October 1st, 2021 for preliminary construction activities.

**Project Working Hours:** Contractor to submit project schedule to school district for approval. Considerations given to not disrupt the learning environments during days school is in session.

**Project Completion Date:** August 15th, 2022. In the event of delay in project completion, the contractor shall pay liquidated damages to the school district, or agrees to a deduction from any funds due to the district, the sum of four hundred dollars ($400) per day for each and every calendar day thereafter, until such work shall be fully and finally completed in accordance with the contract, not as a penalty, but as liquidated damages arising from the loss of full use of the building(s), diversion of personnel time from other tasks, and other additional losses, inconveniences and damages of the district which are difficult to quantify. The parties agree that liquidated damages as described in this Agreement are a genuine estimate of district’s foreseeable damages and are the district’s sole remedy for such delay. Delays caused by Force Majeure events or by actions of district shall not constitute a delay resulting in the payment of liquidated damages.

**Code and Standards Compliance:** IEC, IBC-2015, IMC-2015, IECC-2015, IFGC-2015, IEBC- 2015, IPC-2015, ASHRAE, SMACNA, Pennsylvania Department of Labor and Industry.

**Reference Materials, Drawings and Specifications provided**:

* Alterations and Additions Mechanical Drawings from 1993. Elementary Mechanical Drawings.
* CMS Controls Specification.

**BUILDING MECHANICAL BACKGROUNDS:**

**High School Equipment**

**Classroom Unit Ventilators**

There is a total of **[63]** unit ventilators that serve classrooms. All these units are a combination of hot water heating only and hot water heating with DX cooling. These unit ventilators are equipped with heating coils, return air dampers, (where applicable DX cooling coils with associated condensing units) and outside air dampers which provide the required ventilation for the rooms. An array of these unit ventilators are not working properly and are obsolete.

**Air Handling Units**

There is a total of [5] air handling units serving the school. All units ([2] Gymnasium, [2] Auditorium and [1] Cafeteria) are equipped with hot water coils for heating, air blenders, return air dampers and outside air dampers. These units are heating and ventilation only.

**Cabinet Unit Heaters/Horizontal Unit Heaters**

There are cabinet unit heaters throughout the school. These units provide heating for the entry ways and vestibules. There are horizontal unit heaters throughout the school. These units provide heating for miscellaneous storage/receiving and mechanical spaces.

**Self-Contained AC Units (PTACs)**

There are PTAC units located in the administrative support areas. These units provide heating using hot water coils, and self-contained cooling for offices spaces.

**Finned Tube/ Convectors/ Radiant Panel**

There are hot water convectors, finned tube and a radiant panel throughout the building. They provide primary and additional heating for multiple room types.

**Hot Water Boilers**

* **Heating Boilers:** The existing Tri-Fuel boilers (2) are 5,020 MBH output. They have coal, natural gas and fuel oil burning capabilities. They are hot water.
* **Hydronic Pumps:**
  + [15] Hot Water Pumps.
    - [7] HS Zone Pumps
    - [2] Elementary School Pumps
    - [2] Primary Hot Water Pumps
    - [2] Secondary System Loop Pumps
    - [2] Freeze Pumps associated with GYM AHUs

**Domestic Hot Water Heaters**

* **Hot Water Heaters:** Existing DHW heating is accomplished by a [1] 600 MBH output natural gas Bryan Flex Tube water heater which heats water storage tank. There are 2-separate DHW systems in the High School, [1] general use, and [1] serves locker rooms and showers.

**Elementary School**

**Domestic Hot Water Heaters**

* **Hot Water Heaters:** Existing DHW heating is accomplished by [1] approximately 1200 MBH output natural gas fired Bryan Flex Tube water heater which heats water storage tank.

**High School Building Automation and Controls**

The existing Building Automation System in the High school is a Johnson Controls Metasys system combined with pneumatic controls. This existing BAS system is limited to the large central equipment and acts as a “overlay” system using pneumatic actuators, there are pneumatic thermostats and controls on the terminal units and zone pumps.

**SCOPE OF WORK:**

**General Provisions/Information of Contractor’s Work:**

**Definition:** The word “Provide” means to furnish and install by contractor.

Contractor shall provide a turnkey labor installation, which includes the following services and their associated costs:

1. **Provide HVAC Mechanical, Electrical and Structural engineering design by a licensed P.A. professional Engineer.**
2. **Provide Engineered and Stamped Drawings for suitable for Permit and Construction.**
3. Contractor shall provide labor inclusive of management, supervision, laborer, administrative services, and installation. Contractor shall supply all required tools and equipment to implement the entire scope of services.
4. Contractor shall be responsible for providing electrical products required to provide a quality installation in compliance with requirements of Owner and 2014 National Electrical Code, including any subsequent additions, deletions, and/or changes, as it may apply to this Agreement.
5. Contractor shall maintain all areas of material storage and disposal, which includes dumpsters and space provided by Owner, in a clean, safe, and organized manner.
6. Contractor shall secure all lifts, scaffolding, or ladders at the end of each workday by placing this equipment in areas that are not accessible by the public and have been coordinated and agreed upon by the Owner. An acceptable alternative is to remove the equipment from the Premises except during working hours.
7. Contractor shall take special precautions to ensure that floors are not damaged by equipment used to complete installation. Contractor shall provide proposed plans for protecting flooring, walls and ceilings in buildings.
8. Provide Commercial HVAC and Electrical permitting per local Municipality Code.
9. Provide Payment and Performance Bond as required by contract.
10. Provide Insurance certificated listed the names of the additionally insured.
11. Provide ACT151, ACT 34 and State Police Background Checks for the employees and sub-contractors.
12. Prevailing wage act: The contractor shall comply with the Pennsylvania Prevailing Wage ACT, 43 P.C. 165-1 er seq.
13. Provide the proposed equipment in compliance with the engineered drawings, specifications, and manufacturers installation guidelines.
14. Provide submission of the preliminary Design Build Drawings to the owner for their review and approval.
15. Submit final plans, specifications and equipment submittal information for review and approval.
16. Provide onsite project supervision for the duration of the proposed project scope of work.
17. Daily cleanup of the work areas and waste removal to dumpster provided by contractor.
18. Contractor shall be responsible for weekly progress reports on subcontractor’s work.
19. Submit a construction schedule for approval prior to the commencement of work.
20. Provide Company Safety Plan prior to the commencement of work.
21. Provide start-up and commissioning Plan for the installed equipment in accordance with the Commissioning Standards included in International Energy Conservation Code 2015.
22. Provide documentation to indicate the results of the start-up and commissioning process.
23. Provide Air and Water Balance to perform the required balance scope of work including documentation for the balancing of the installed equipment.
24. Provide owner training as required.
25. Provide 1-year labor and material warranty.
26. Provide Equipment warranty information.
27. Provide Flash Drive with Electronic version of the project documentation and submittal drawings.
28. Provide all project closeout documents as required.

**Detailed Description of Contractor’s Work:**

**Definition:** The word “Provide” means to furnish and install by contractor.

* Provide all required permits.
* Provide all final equipment sizing and calculations.
* Recalculate heating and cooling loads in all spaces affected by this project to be used to properly select both the terminal and central equipment. Do not simply replace equipment one-for-one. Calculate the loads and apply results to properly size equipment.
* Consult with the owner to identify problem areas of heating and cooling. Include corrective action in the design to resolve heating, cooling, and ventilation issues. Documents any issues found during design.
* Provide HVAC Mechanical, Electrical and Structural engineering by a licensed P.A. professional Engineer.
* Provide compliance with all codes and standards – IEC, IBC-2015, IMC-2015, IECC-2015, IFGC-2015, IEBC- 2015, IPC-2015, ASHRAE, SMACNA, Pennsylvania Department of Labor and Industry.
* Provide Engineered and Stamped Drawings for Owner review, Permit and Construction.
* Provide verification of all existing HVAC equipment quantities, sizes, and types. Recalculate all loads.
* Provide refurbishment of existing equipment as required. Install MERV 13 filters in all equipment. (New & Existing.)
* Provide refrigerant recovery per EPA regulations.
* Provide all system drain downs (inclusive of domestic hot water system).
* Provide demolition of all zone pumps.
* Provide demolition of existing equipment to be replaced.
* Provide identification of all asbestos materials within scope of work. Provide all abatement where required to complete work within this scope.
* Provide disposal of all demolished equipment off site.
* Provide all modifications to existing casework and receptacle locations to accommodate new equipment installations as required.
* Eliminate individual piping system zones and reconfigure hot water piping to utilize (1) set of secondary system loop pumps. Existing piping will be fully traced out in field. Any crossed piping connections are to be discovered, documented, and repaired.
* Provide floor protection, and ceiling removal and reinstallation as required for all installations.
* Provide all electrical equipment, power wiring, conduit and installation as required to complete mechanical scope of work.
* Provide new electrical power feeds/panels, distribution wiring for new equipment.
* Verify existing relief air route from all rooms within scope of work. Update relief air path to above corridor ceiling if required. Provide new relief openings with appropriate fire or fire/smoke dampers as required by IBC & IMC codes. (Cannot use corridors for return/relief air per 2015 IMC code.)
* Existing central heating equipment capacities will be evaluated and revised as required to accommodate new hot water plant system temperatures and to eliminate heating deficiencies.
* Increase water flow to terminal equipment as required. Provide new autoflow (pressure independent) valves and isolation valves on **all** existing heating equipment.
* Evaluate existing hot water pipe sizes and provide re-sizing of piping to new/existing terminal equipment as required to accommodate new flow rates.
* Provide replacement of existing unit ventilators and condensing units (where applicable due to condition). Replace with similar style and capacities per new heating/cooling calculations. Revise hot water coil capacities as required to meet calculated heating load.
* Provide replacement of all existing unit ventilators that are no longer functioning properly.
  1. Provide DX cooling in replacement unit ventilators based on client direction.
  2. Verify existing power in the area and provide new power to condensing units for UVs that will now have cooling.
  3. Evaluate power distribution system and provide electrical system upgrades as needed for the new cooling the price for which shall be included in the mechanical system proposal.
  4. Provide MERV 13 filters.
* Provide interlocking of UV controls with associated exhaust fans where required.
* Provide on demand ventilation controls to all unit ventilators (new and existing to remain) and in all high occupancy areas per the IECC code. Provide means through control system to disable demand ventilation as needed to mitigate COVID 19 propagation using dilution ventilation.
* Revise existing outside air percentage to reflect 2015 ASHRAE ventilation standards in all classrooms with heating deficiencies and for all new unit ventilators.
* Revise existing outside percentages for all existing air handling systems to reflect 2015 ASHRAE standards.
* Replace air filters in all existing air handlers with MERV 13 filters. Evaluate unit fan capacity to accommodate added filter resistance. If it reduces air performance more than 20% install MERV 11 filters.
* Provide coil cleaning and repair or replacement of all dampers for all AHUs that are existing to remain. (5 AHUs total – [2] Gym Units, [1] Cafeteria Unit and [2] Auditorium units.) Provide evaluation and discovery time to determine if dampers can be repaired or need replaced.
* Provide ventilation air via an ERV in classroom 133 – no ventilation currently – only a high wall split system is currently installed. Provide duct heater with ERV.
* Provide ventilation air via an ERV in STEM Lab – no ventilation currently – only high wall split systems. Provide duct heater with ERV.
* Provide a VRF system and ERV in multiple rooms in area 112. Provide 2-3 cassettes for VRF system. Provide heat pump condensing unit on roof above.
* Provide all roofing penetrations and roofing work for new equipment refrigerant/duct penetrations. Provide certified roofing contractor to perform work.
* Replace existing cabinet unit heaters where unit cannot meet the required heating capacity of the space it serves.
* Evaluate existing condition of MAU/EAs for kitchen hood. Include in proposal cost to repair or replace. Call out scope of work.
* Provide a breakout price to provide new RTUs with DX cooling and duct mounted hot water coil heating in the following locations: Auditorium and Cafeteria. Include in price all engineering, existing AHU/ductwork/controls/electrical/piping demolition, purchasing, roofing, structural modifications, and installation as required.
* Provide modification of existing boiler pads as required to accommodate new boilers.
* Provide all intake and vent piping off new boilers and domestic hot water heaters. Determine vent/flue piping material based on manufacturer and code compliance.
* Provide re-design of the existing boiler plant piping to provide [2] new elementary school pumps (including all valving and specialties) and [2] variable secondary system loop pumps (including all valving and specialties) while eliminating all zone pumps. Provide primary circulation pumps for each new boiler.
* Interlock new boilers to boiler room emergency shutdown switches and safety circuits.
* Provide new domestic hot water system. Provide [2] new domestic hot water heaters per school, piping modifications with specialties and valves, water heater venting, power wiring, circulation pumps, and electronic mixing valve. Contractor is responsible for verifying all sizes and domestic water requirements.
* Provide all new condensate piping and condensate termination points for equipment that will now have cooling that did not prior to this scope of work.
* Provide a **complete** Turnkey installation of all new equipment including all piping, insulation, power wiring, duct work, structural steel, etc.
* Provide new Pressure-Independent Flow balancing valves for all new and existing heating equipment.
* Provide all insulation and tagging on equipment/piping/valving/ductwork per code.
* All installations shall comply with manufactures installation instructions.
* Provide all required storage trailers and field office trailer, no storage will be allowed inside the building for the project.
* Provide [1] complete set of spare MERV 13 air filters.
* Provide crane service to allow for the replacement of the roof mounted equipment.
* Provide a breakout price to provide bipolar ionization in all new equipment.
* Contractor shall be responsible for the complete and proper new connection or reconnection of all new equipment with existing systems.

**Controls Scope of Work:**

This proposal is for a turn-key Direct Digital Control system that will serve as an upgrade to the existing system in place. **All control work is to be completed by CMS controls.**

**High School Controls Installation**

Control’s contractor shall include a complete demolition of existing pneumatic controls and associated air compressor and replacement of the existing Johnson Controls *Metasys* BAS system with a new Johnson Controls *FX* system including:

* Unit Vents - DDC Controller, Actuator, HW-Valve, DA-Temp, Low Limit, Space Temp, CO2 sensor
* AHU/RTU Controllers and wall thermostats, CO2 sensor.
* Cabinet Unit Heaters-Line Voltage Thermostat
* New Boilers-DDC Controller, HW-Valve, OA-Temp, Supply/Return Water Temp, Water Pressure, Start/Stop/Status
* New Pumps with VFD- DDC Controller, Start/Stop/Status/Speed
* Existing Freeze Pumps- DDC Controller, Start/Stop/Status/Speed
* PTAC Units-Line Voltage Thermostat, HW-Valve
* Unit Heaters DDC Controller, HW-Valve, Space Temp
* Convector/All Finned Tube and [1] Radiant Panel DDC Controller, HW-Valve, Space Temp
* Exhaust fans DDC Controller, Start/Stop/Status
* Provide all new Johnson Controls including wall thermostats for all listed equipment.
* New Domestic Hot Water Heaters and Circulation Pumps - DDC Controller, Supply/Return Water Temp, Water Pressure, Start/Stop/Status
* New electronic mixing valve with control module.
* Provide connection of building control network (BUS) wiring to all new equipment as required.
* Provide break out pricing for any additional scope.
* Provide integration of all new equipment into the new Johnson Controls system Front end Graphics.
* Provide Web Server and software package for user interface and remote access including graphics for all equipment installed under the base bid.
* Provide a workstation.
* Provide control system commissioning per International Energy Conservation Code 2015.

**Elementary School Controls Installation**

Existing Pneumatic controls for the following equipment will be demolished. Contractor shall include a complete turn-key installation of a new Johnson Controls *FX* system including:

* New Domestic Hot Water Heaters and Circulation Pumps - DDC Controller, Supply/Return Water Temp, Water Pressure, Start/Stop/Status
* New electronic mixing valve with control module

**Special Project Conditions:**

* The Subcontractor shall take the necessary precautions to ensure a safe and professional working environment. Subcontractor shall strictly adhere to Owner safety and work procedures, which include, but are not limited to:

1. Contractor shall comply with check-in/check-out procedures specified by Owner. These procedures shall include, but not be limited to signing in at the main office or facilities office promptly upon entering building. Contractor shall furnish and wear at all times an identification badge, displayed prominently on their person, and containing the following items: employee name, and employee company name.
2. Contractor shall provide applicable State of Pennsylvania Criminal Background Checks, FBI Criminal Background Checks, and Child Abuse and Neglect as required by Owner for all site personnel.
3. The use of building restrooms and parking arrangements for contractor’s employees

shall be arranged at each site, subject to Owner’s approval.

* Alcoholic beverages, illegal drugs, and weapons are prohibited on the Premises and will constitute grounds for immediate removal from the Premises. Contractor shall ensure that neither its’ employees or that of any sub-subcontractors engage in fraternization with Owner’s employees at the Premises. Owner has the right to remove from the Premises any person whose presence is detrimental to the best interest of the Owner. Any person removed from the Premises may not return without the specific, written permission of the customer.
* During the performance of this Agreement, Contractor agrees to provide a drug-free workplace for its employees.
* Contractor shall confine Contractor’s Work to areas permitted by the Contract Documents and any applicable laws, ordinances, permits and shall not unreasonably encumber the Premises with any materials or equipment, except to the extent required to safely and efficiently performs the Contractor’s Work.
* Contractor shall incorporate conflict of interest clause in its subcontracts with each sub-contractor.
* Non-discrimination: Contractor hereby covenants and agrees as follows:
  1. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that Contractor is an equal opportunity employer.
  3. Notices, advertisements, and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for the purpose of satisfying the requirements of this section.
  4. Contractor shall include the provisions of the foregoing section in every sub-subcontract, in order that the provisions contained herein will be binding upon each sub-subcontractor or vendor in connection with the Contractor’s work.
* Contractor shall be responsible for erecting and maintaining (in a design, form, size and manner which is acceptable to Owner) barricades, construction fences, cordons, or other physical safeguards necessary for protection of persons and property, as well as for posting danger signs and other warnings against hazards and notifying owners and users of adjacent sites and utilities. Contractor shall also be responsible for promulgating, instituting and maintaining the safety standards outlined in the Specific Conditions of the Agreement between Owner.
* The use of explosives shall not be allowed on the Premises.
* During performance of Contractor’s Work and until final acceptance thereof, Contractor shall be under an absolute obligation to protect the finished and unfinished Contractor’s Work against any damage, loss, or injury. Contractor shall take proper precautions to protect the finished Contractor’s Work from loss or damage, pending completion and final acceptance of all Contractors’ Work included in the Agreement. Such precautions shall not relieve Contractor from any and all liability and responsibility for loss or damage to the Contractor’s Work occurring before final acceptance by Owner. Such loss or damage shall be at the risk of and borne by Contractor, whether arising from acts or omissions of Contractor or others and whether or not covered by Contractor’s builder’s risk insurance. In the event of any such loss or damage, Contractor shall forthwith repair, replace, and make good Contractor’s Work without extension of time. Therefore, Contractor shall take special precautions throughout all its operations to guard against fire and shall reduce the amount of inflammable materials stored at the site to the minimum amount consistent with the proper handling and storing of such materials.

**Jobsite Safety/Environmental Requirements:**

* Contractor shall be responsible for maintaining and supervising prudent safety procedures and provide a job site specific safety manual for all work under this Scope of Work Agreement. Contractor shall comply with all safety laws, regulations, ordinances and other directives of jurisdictional authorities in order to prevent injury, damage or loss to:

1. All employees involved in performance of Contractor’s Work.
2. All administrative personnel, visitors, employees, and other persons in proximity to, or otherwise affected by Subcontractor’s Work.
3. The Contractor’s Work, materials and equipment to be incorporated therein, whether in storage on or off the Premises.
4. Property at the Premises or in proximity to Contractor’s Work and which is designated to maintain.
5. Property that is located on-site or in proximity to the Contractor’s Work and is designated to be altered, renovated, or relocated.

* Contractor shall select one or more on-site personnel whose duty shall be accident prevention. One such person shall be Subcontractor’s superintendent, unless otherwise designated by Contractor in writing to Owner.
* Contractor shall not structurally overload or permit any part of Contractor’s Work to be overloaded so as to endanger its safety.
* Contractor and its sub-subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, including any subsequent additions, deletions, and/or changes, as it may apply to this Agreement.
* Contractor shall review any Environmental Assessment reports supplied by the Owner and make note of affected areas within the buildings. Contractor shall notify owner of any specific situation where an environmental condition poses a risk of disturbance or affects their ability to perform Contractor’s Work safely. This shall include asbestos and lead paint related documents.
* Contractor shallbe responsible for testing, cleaning, encapsulation and/or abatement of asbestos-containing materials, lead paint, hazardous material or equipment, including any and all building structures or appurtenances within contractor’s area/scope of work.

Proposal Form

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Proposal Form submitted by:**

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In signing this and submittal this Proposal – I agree to the following statements:

1. I am fully informed respecting of the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid.
2. Proposal is being submitted without collusion with any other contractor.
3. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
4. Prices quoted include labor, materials, use of tools and construction equipment, administration, payroll and applicable sales tax, insurance, overhead and profit, permit and fees; all of which are necessary and appropriate to the proper and timely performance of work. Prices quoted are ‘Turnkey’ numbers.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Pricing**

Pricing shall reflect a complete turnkey price.

Do not ad taxes in pricing below.

Include Bond Pricing in totals below.

* **Boiler Upgrades (including new pumps):** *$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
* **Unit Ventilator Replacement:** *$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
* **Hot Water Piping System Upgrades including**

**Zoned Pumping Systems removal:** *$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

* **Domestic Water System Upgrades:** *$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
* **New Ventilation Systems Upgrades per code:** *$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**BASE BID TOTAL PRICE**: *$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Break out Alternate Pricing:**

* **ADD** to include Auditorium cooling and indoor duct mounted hot water coil:

*$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

* **ADD** to include Cafeteria cooling and indoor duct mounted hot water coil:

*$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

* **ADD** to Install Global Plasma Solutions Bi-Polar Ionization Systems in all **New High School** HVAC Equipment:

*$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

LIST OF DOCUMENT ITEMS TO BE SUBMITTED WITH PROPOSAL

1. List of qualifications to include; (5) previous design-build projects completed of similar nature, company brochure, capabilities of company (trades in-house), (5) references.

2. Proposed project schedule in bar-graph form using Microsoft Projects format.

3. Standard company insurance coverage limits for liability, car, property, and proof of workman’s comp.

4. Safety record.

5. Written plan on how contractor will approach this project including a description of systems to be installed, analysis and correction of any deficiencies and list of sub- contractors. (3 pages max)

**EVALUATION PROCESS:**

The Applicant’s Proposal will be reviewed initially by the District’s Selection Review Committee to determine responsiveness to the RFP. Non-responsive submissions may be rejected without evaluation.

The Review Committee will screen all proposals and thereafter, in their discretion, may select one or more Applicant(s) for an interview. The Applicant(s) selected for an interview must be available for interview at the District’s request.

The Proposals will be evaluated by a committee (the Selection Review Committee). The evaluation will be based upon the information provided by the Applicant in its Proposal that addresses the provisions of this RFP, the interview (if one is conducted), references, and any necessary verification of information submitted in the Proposal or at the interview (if one is conducted).

**BASIS OF AWARD:**

The District will not base its selection solely on the lowest responsible bid as would be the case if the School Code applied and public bidding was required. Therefore, the District is under no obligation to accept and make an award based on the lowest responsible Price Proposal. The District may also reject any or all Proposals for any reason and/or terminate the selection process at any time.

The District will award a Contract for Services to the Applicant whose Proposal is determined to be the most advantageous to the District based on the provisions of this RFP. All factors including price will be considered. Upon receipt of the Proposals the District will negotiate with one or more Applicants the final scope, terms and conditions of a final Contract; and thereafter, will recommend the selected Applicant to the Board for approval and award of the Contract. A signed Contract shall constitute the Contract between the District and the Applicant.

Protests shall be filed with the District and shall be resolved following applicable law. A protest must be in writing and must be filed with the District. A protest of solicitation must be received at the District before the proposal opening date. A protest of a proposed award or of an actual award must be filed within 10 days after the protester knows or should have known the basis of the objection.

A protest must include:

* The name, address, and telephone number of the protester
* The original signature of the protester or its representative
* Identification of the solicitation
* A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested.

**Shenango Area School District (referred to herein as “District”)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to herein as “Vendor”)**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title of contract: referred to herein as “Contract”)**

**ADDENDUM FOR CONTRACT FUNDED WITH FEDERAL FUNDS**

The following provisions are required when District spends federal funds for any contract. **Accordingly, except where stated not applicable, the following terms apply to the Contract because it is expected Vendor will be paid with such funds.**

**(A) Vendor Violation or Breach of Contract Terms**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at $250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.**

In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance of the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. ***This term shall apply without regard to the Contract amount.***

**Does Vendor agree? YES Initials of Authorized Representative of Vendor**

1. **District Termination for Cause and for Convenience**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than $10,000 must address Termination for Cause or for Convenience by the District, including the manner by which it will be effected and the basis for settlement.**

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the District shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. ***This term shall apply without regard to the Contract amount.***

**Does Vendor agree? YES Initials of Authorized Representative of Vendor**

**(C) Equal Employment Opportunity**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

41 CFR Part 60-1.3**,** states that “federally assisted construction contract” means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

**The District has determined that the Contract is a federally assisted construction contract.**

**If the District has determined that the Contract is a federally assisted construction contract, does the Vendor agree to the above terms? YES\_\_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(D) Prevailing Wage Requirement for Construction Contracts**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, prime construction contracts for more than $2,000 must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor regulations. Such contracts must also include a provision for compliance with the Copeland “Anti-Kickback Act,” 40 USC 3145, as supplemented by Department of Labor regulations.**

**The District has determined that these requirements are applicable to the Contract.**

**If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES\_\_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(E) Contract Work Hours and Safety Standards**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, construction contracts for more than $100,000 must require compliance with the Contract Work Hours and Safety Standards Act, 40 USC 3701-3708, including requirements for payment of overtime and maintenance of safe working conditions.**

**The District has determined that these requirements are applicable to the Contract.**

**If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES\_\_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(F) Rights to Inventions Made Under Agreement**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, certain research contracts funded by federal grants are required to include provisions relating to inventions made by non-profit organizations and small business firms.**

**The District has determined that these requirements are not applicable to the Contract.**

**(G) Clean Air Act and Federal Water Pollution Control Act**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than $150,000 must require the Vendor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251- 1387.**

**The District has determined that these requirements are applicable to the Contract.**

**If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES\_\_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(H) Debarment and Suspension**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, a contract award (see 2 CFR 180.220) may not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Vendor certifies that it is not listed on the governmentwide exclusions in SAM, and is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority.

**Does Vendor agree? YES Initials of Authorized Representative of Vendor**

**(I) Byrd Anti-Lobbying Amendment**

**Under CFR Part 200, and specifically § 200.327 and Appendix II, contractors that bid for an award exceeding $100,000 must file certifications under 31 U.S.C. 1352. that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award. The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award.**

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

**The District has determined that these requirements are applicable to the Contract.**

**If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES\_\_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(J) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

**Under 2 CFR Part 200, and specifically § 200.321, the District and Vendor are required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:**

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

**Does the Vendor agree to the above terms? YES\_\_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(K) Domestic Preferences**

**Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.**

**Does the Vendor agree to this term? YES\_\_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(L)** **Procurement of Recovered Materials**

**Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than $10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded $10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.**

**The District has determined that these requirements are applicable to the contract.**

**If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(M) Bonding Requirements**

**Under 2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at $250,000), minimum requirements for bonding are as follows:**

a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.

b) A performance bond for 100% of the contract price. A performance bond secures contractor’s fulfillment of all requirements under the contract.

c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

**The District has determined that these requirements are applicable to the contract.**

**If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES \_\_\_\_\_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(N) General Compliance and Cooperation**

Vendor shall make a good faith effort to provide District such information and to satisfy District requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.

**Does Vendor agree? YES Initials of Authorized Representative of vendor**

**Shenango School District**

**2550 Ellwood Road New Castle, PA 16101**

**TERMS AND CONDITIONS**

**BID DEPOSIT OF BID BOND**

A certified check or bid bond equal to and not less than 5% of the aggregate amount of the bid shall accompany each proposal. To allow for ease of return, when a certified check is provided the check should be payable to the Shenango School District and/or the submitting vendor as follows: “The Shenango School District”. The Certified Check should be payable to Shenango School District. Bids submitted which do not meet deposit requirements shall be rejected.

**BID OPENING**

Sealed bids will be accepted until Friday, August 6th, 2021 at 2:00 pm. Bids must be stamped at the District Office of the Shenango Area School District. Bids received after this date will not be accepted. Bids will be publicly opened and read aloud immediately after specified closing time at the District Office, 2501 Old Pittsburgh Road, New Castle, PA 16101.

WITHDRAWAL OF BIDS BECAUSE OF ERROR MADE BY THE BIDDER

A bidder should read all the specifications carefully. A bid may not be withdrawn because of mistakes or errors as it is the responsibility of the bidder to bid in accordance with the specifications.

**ABILITY TO PERFORM**

Upon request, any bidder for this contract shall furnish testimonials or evidence, in the form specified by the Director of Buildings and Grounds, indicating the financial status of the firm, prior experience with other purchasers, ability to perform, etc. No award shall be made to a bidder who fails to submit such testimonial or to a bidder whose testimonials are found to be untrue. Untrue statements or declarations made by the bidder will be sufficient cause for rejecting his bid and forfeiting his bid deposit. The Board of School Directors shall determine whether the evidence of ability to perform is satisfactory and shall make awards only when such evidence is deemed satisfactory. The right to reject bids for evidence submitted and deemed unsatisfactory is also reserved by the Board of School Directors.

**NOTICE OF AWARD**

Contracts will be awarded and purchase orders issued within ninety (90) days after date established for opening of bids. All bids shall remain valid and acceptable for this length of time. This time may be extended by the mutual consent of the bidder and the Shenango School District.

**RETURN OF BID DEPOSIT OR BID BOND**

The Shenango School District will return to persons, firms, or corporations the amount of their bid deposits when said bidders are not awarded a contract. The final bid deposit of the successful bidder shall be returned upon receipt of all items awarded in accordance with terms outlined in these specifications. The submission of the bid to the Shenango School District will constitute the acceptance by the bidder of a ten per cent (10%) liquidated damage clause for imperfect performance or failure to perform according to the specifications.

**TRANSFER OF CONTRACT RIGHTS**

The bidder agrees that if a Contract is awarded to him, he will not assign, transfer, or sublet it, or any part thereof, or any rights or privilege which may accrue to him, unless granted permission to do so in writing, by the Shenango School District.

**SUITS AND ACTIONS**

The bidder agrees that if awarded a Contract under these specifications, he will indemnify and save harmless the Shenango School District and all its representatives from all suits and actions of every nature brought against them growing out of any order or orders written or verbal, entered into between the Shenango School District and the Bidder.

**FAILURE TO PERFORM AND TERMINATION**

If the School District cancels this contract because of failure by the contractor to comply with specifications, the contractor shall be liable for any excess in the costs by the District over that called for in the contract. This provision is in addition to and not a limitation of any other remedies of the District provided by the contract or by law.

**LIABILITIES AND INSURANCE**

The contractor shall be responsible to the School District for all damages arising out of bodily injury including death, and for all physical damage and destruction to property resulting from the acts and/or omissions of all his employees and all subcontractors and suppliers, their agents and employees, and all other persons performing any of the work under a contract with the contractor.

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of, or result from, the contractor’s operations under the contract, whether such operations be by himself, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone of whose acts any of them may be liable:

Claims under Workman’s’ Compensation, disability benefit and other similar employee benefits acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury;

Claims for damages because of bodily injury, sickness or disease or death, of any person other than his employees; and claims insured by usual personal injury liability coverage;

and

Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

The insurance required by above, shall be written for not less than any limits of liability specified hereinafter, or required by law.

Certificates of Insurance acceptable to the School District shall be filed with the School District prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the District. Failure to deliver these certificates within fifteen (15) days of the effective date of the contract may result in cancellation.

The contractors Comprehensive General Liability Insurance required by above, shall be in an amount not less than $500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount, not less than $1,000,000 on account of one occurrence. The contractors Property Damage Liability Insurance shall be in the amount not less than $500,000 for any one accident subject to an aggregate of not less than $1,000,000.

The contractor agrees to maintain a fidelity bond at his own expense on all of his employees in the amount of $10,000 on each individual and $10,000 on each loss; or the contractor, in lieu of fidelity bonds, agrees to bear any loss resulting from dishonest acts on the part of the contractor or his employees.

It shall be the responsibility of the contractor to provide any insurance that he deems necessary to protect his property while on School District premises.

**FAILURE TO PERFORM AND TERMINATION**

If the School District cancels this contract because of failure by the contractor to comply with specifications, the contractor shall be liable for any excess in the costs by the District over that called for in the contract. This provision is in addition to and not a limitation of any other remedies of the District provided by the contract or by law.

**FAMILIARITY WITH PROPOSED WORK**

Before submitting proposals, it shall be the responsibility of all bidders to attend one **MANDATORY Site Visit.** It is the responsibility of the contractor, by careful personal examination, to satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials which will be required. By careful examination of the contract, the existing plans, the specifications, and all other documents and also data pertaining to the project and being in accord therewith, the contractor shall pre-determine the character of equipment and facilities needed, initially and during the prosecution of the work, the general and local conditions and all other matters which in any way affect the work under this contract.

No verbal agreement or conversation with any officer, agent, or employee of the School District, either before or after execution of this contract shall affect or modify any of the terms or obligations herein contained.

**SUPERVISION OF WORK**

The contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract.

Unless otherwise specifically noted, the contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

The contractor shall at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

The contractor shall employ only such foremen, superintendents, and workmen as are careful and competent and the School District may demand the removal of any person employed by the Contractor who shall be guilty of misconduct, or who neglects or refuses to comply with the directions given and such person shall not again be employed at the site of this contract without express written consent of the School District. Failure of the contractor to comply with these provisions shall be sufficient reason for the District to withhold all payments which are or may become due, or the Secretary or his representative may suspend the work until compliance with such orders is affected.

It will be the contractor’s responsibility to protect all surrounding areas and items from damage. All clean-up required after work is completed will be done by the contractor. All debris will be completely removed from the job site. All areas will be left in a Broom Clean condition as found prior to starting work.

Permits may be required for construction, alterations or additions. It will be the Contractors responsibility to check with local authorities as to the need for permits; provide all information, drawings, etc., required for such permits; secure and pay for such permits. The Contractor will also make arrangements for any inspections that may be required to secure final approvals and certificates as required. All Federal, State, and Local regulations, provisions or requirements must be met by the Contractor. Special attention will be given to the handling of hazardous materials and the disposal of hazardous waste as dictated by law.

**DISCRIMINATION PROHIBITED**

According to section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:

That in the hiring of employees for the performance of work under this contract, or any sub- contract hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor, or subcontractor, shall by reason of race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates;

That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,

That this contract may be canceled or terminated by the School District, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

**PROPOSAL GUARANTY**

All proposals shall be accompanied by certified check or surety bid bond, in the amount of not less than ten percent (10%) of the amount of the bid.

The School District shall, as soon as practicable, award the contract to the lowest responsible qualified bidder who shall deliver to the District before final execution of contract can be effected, a certified check or specific performance bond having as surety a surety company authorized to transact business in this Commonwealth, or two individual sureties approved by the Solicitor of the District, in the amount of 100% of the contract amount, as surety against defective or inferior materials or workmanship which may develop during the period of one (1) year from the date of total completion and acceptance of all work performed under the contract.

The awarded bidder shall also furnish a payment bond for labor and materials in the amount of 100% of the contract amount. This bond is to assure prompt payment by the contractor to his suppliers for labor and/or materials furnished to the contractor to complete the work..

The award is conditional on the contractors furnishing the above two (2) bonds which must be submitted to the District within 21 days from date of notification. The bonds will be retained until the project is completed and will not be returned.

**COMPETENT WORKMEN**

No workmen shall be regarded as competent first class, within the meaning of this Act, 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 work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done. (Section 752 of the Public School Code of 1949, as amended).

**HUMAN RELATIONS ACT**

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 {P.L. 744) (43 P.S. Section 951, et. Seg.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth=s Non-Discrimination Clause in 16 PA Code 49.101.

**STIPULATION AGAINST LIENS**

Successful bidder will be required to sign a stipulation against liens to be prepared and presented with the contract.

**NO CASH ALLOWANCES**

No cash allowances for any purpose are included in the specifications of this project.

**AHERA**

In order to comply with the Federal mandate regarding asbestos, each school district in the United States was required to develop a management plan. In order for you to be aware of the appropriate information regarding the building in which you will be working, please contact the Maintenance Director. A copy of the complete plan is available in the Superintendent’s office.

All contractors must strictly comply to this plan and all AHERA regulation

**PENNSYLVANIA PREVAILING WAGE RATES**

This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 422 of 1961,

P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of this specification.

(Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P)