



PROPOSED AGENDA ITEM

MEETING DATE: April 26, 2007

SUBJECT: HVAC systems bid – purchase award

INITIATED BY: Paul Fritz, Business Manager

DESCRIPTION:

Bid proposals were received April 19, 2007 for the purchase and installation of HVAC units servicing Automotive Technologies and Student Services.

Bid proposals received were:

Jordan Heating, Erie, PA	\$29,770.00
R North, Erie, PA	\$28,500.00
Rabe Environmental, Erie, PA	\$27,700.00

This project is included in the 2007-08 General Fund budget in account 10-4600-750.

RECOMMENDATION:

Motion to approve the bid proposal for the purchase and installation of HVAC systems received from Rabe Environmental Systems, Inc. for a total price of \$27,700.00 as per the project specifications.

ERIE COUNTY TECHNICAL SCHOOL
8500 Oliver Road
Erie, PA 16509-4699

March 26, 2007

The Operating Committee of Erie County Technical School is seeking bids for:

**Installation of HVAC systems for our Student Services Office and
Automotive Technologies Theory room**

Bids must be received no later than 12:00 P.M., April 19, 2007. Bids are scheduled to be awarded at the ECTS Operating Committee meeting on **April 26, 2007.**

A. GENERAL SPECIFICATIONS

1. All bids must be submitted in a sealed envelope labeled 'Erie County Technical School- HVAC Systems Bid' and delivered to Paul Fritz, Secretary, Erie County Technical School, 8500 Oliver Road, Erie, PA 16509-4699. Bids must be received no later than 12:00 P.M., April 19, 2007. Bids are scheduled to be awarded at the ECTS Operating Committee meeting on April 26, 2007.
2. Each bid submitted must be accompanied by a certified check, cashier's check, treasurer's check, or bid bond with acceptable corporate surety payable to Erie County Technical School in the amount of 10% of the amount of the total bid. Checks and bonds will be returned promptly to all bidders after the successful bidder has been awarded a properly completed contract.
3. The Erie County Technical School reserves the right to reject any or all bids and to waive any formalities in conjunction with the bid, retains the right to evaluate bid items as they are intended for use to select the equipment, supplies, or services which represents the best value regardless of price. Any interpretation of equivalency shall be determined finally by the Operating Committee of the Erie County Technical School.
4. No purchase contract shall exist between the bidder/seller and Erie County Technical School until properly executed purchase orders, including all pertinent terms, conditions, specifications, drawings and/or other attachments are issued to the bidder/seller by Erie County Technical School.
5. The successful bidder will be awarded the contract upon approval of the Operating Committee of Erie County Technical School.
6. Bidders shall not take advantage of any errors, inconsistencies or omissions in the specifications. Bidders will be obliged to promptly notify Erie County Technical School of the same prior to the time set for the bid opening.

7. All bids must be typed or handwritten in permanent ink on this document as the Bid Form and must be properly signed with original signatures. Changes or alterations in the bid specifications or conditions of such automatically disqualify the bid.
8. No bidder may withdraw a bid for a period of **60 days** after the date set for the awarding thereof, nor may a bidder set a sooner expiration date on a bid other than stipulated herein.
9. All items on this bid must be New, which shall mean first-time usage. All items on this bid shall be of Current Manufacture, which shall mean the most recent line of the times being made available to the bidder by the manufacturer, including the most recent release of any software under which the equipment operates.
10. Bids shall include the complete fabrication, finishing, delivery and installation ready for use all in accordance with these specifications. Any part or accessory not specifically mentioned herein, which is normally part of the equipment or necessary to complete installation of same, shall be included in the bid price.
11. The successful bidder/supplier will be responsible for any damage to property caused by bidder or his agents. Supplier further covenants and agrees to assume and does hereby assume all liability for and shall and does agree to indemnify and save harmless the Erie County Technical School against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons, whatsoever to their persons or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages, or injuries, torts, or trespasses happening in or about, or in any way incident to, or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expense of defense, and agrees to carry the usual Property Damage and Liability Insurance and to **furnish Certificates of Insurance thereof including Worker's Compensation and Contractor's General Liability naming Erie County Technical School as an additional insured.**
12. Performance and labor and material payment bonds: the contractor shall provide a **performance bond** and a labor and material payment bond, each in the amount of 100% of the contract price, before the award of the contract. (Sections 756 and 757 of the School Code and Public Works Contractors Bond Law of 1967.)
13. Discrimination prohibited: According to 62 Pa.C.S.A. Paragraph 3701, the contractor agrees that:
 - a) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- b) No contractor or sub-contractor or any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of gender, race, creed, or color;
 - c) The contract may be canceled or terminated by Erie County Technical School and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of this portion of the contract.
14. 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. Seq.) 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 are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 Pa. Code 349, 101.
15. PA Acts 34 and 151 and 114: The contractor, sub contractors, and material suppliers, and employees of same, who may be coming in direct contact with children shall be required to comply with the provisions of PA Act 34 of 1985 and PA Act 151 of 1986, and PA Act 114 of 2006, pertaining to criminal and child abuse history. Proper certification of compliance shall be placed on file in the office of the Business Manager prior to any employee working on the premises of the school.
16. 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. (This section is only applicable for projects costing more than \$25,000.00.)
17. Standard of Quality: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. Alternates of the quality necessary to meet the specifications are acceptable. A bid containing an alternative may be accepted but, if an award is made to that bidder, the bidder will be required to replace any alternatives not meeting the specifications.

18. Provision for the use of steel and steel products made in the U.S.: In accordance with the Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States therein shall be used or supplied in the performance of the contract or any sub-contracts there under.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States, Act 141 of 1984 further defines “steel products” to include machinery and equipment. The Act also provides clarification and penalties.

19. No cash allowance: No cash allowances for any purposes are included in the specifications of this project.
20. The bidder shall have the responsibility for loss or damage in shipment, delivery and installation of all equipment, parts and goods until time of transfer or acceptance by Erie County Technical School.
21. The bidder shall obtain Erie County Technical School or its representative’s permission before proceeding with any work necessitating cutting into or through any part of a building structure.
22. The bidder shall exercise reasonable care to avoid any damage to the owner’s property and shall be responsible for any repair of any such damage.
23. Bidder warrants that work performed under the contract shall be free from defects in material and workmanship for a minimum period of twelve (12) months from the date of acceptance and is fit for the purpose intended. Bidder further warrants that it will, at bidder’s expense, fix, repair or replace the system or any part thereof through the warranty term.
24. Bid proposal must include a client, reference list of customers. Include the name and position of the contact person, telephone number, and address.
25. **Time of completion of the project:**
- a. No work on the project may start prior to July 1, 2007 and must be completed on or before August 17, 2007. Failure to complete work by the completion date will result in a **penalty of \$500 per calendar day** until completion.
26. **Payment:** Contractor will be paid 100% of the contract price upon acceptable completion of the project, as determined by the Erie County Technical School Business Administrator.
27. It is the responsibility of the contractor//bidder to secure all applicable building permits as may be required, including Summit Township.

28. It is the responsibility of the contractor/bidder to secure all applicable approvals as required by federal, state and local government agencies, including Pennsylvania Department of Labor & Industry.
29. Access to accounting records- The contractor/supplier shall check all materials, equipment and labor entering into the Work and keep such full and detailed accounts as may be necessary for proper financial management under this bid agreement, and the system shall be satisfactory to Erie County Technical School. Erie County Technical School or its representative shall be afforded access to all the contractor's records, books, correspondence, instructions, drawings, receipts vouchers, memoranda, and similar data relating to this bid contract, and the Contractor shall preserve such records for period of three years, or for such longer period as may be required by law, after the final payment. (AIA Document A111-1978, Article 12)
30. Assignment of refund rights-The contractor/supplier agrees to assign and transfer to Erie County Technical School all rights to sales and use tax, which may be refunded as a result of a claim for refund for materials purchased in connection with this bid contract. The contractor/supplier further agrees that it will not file a claim for refund for any sales or use tax, which is the subject of this assignment.
31. The contractor/supplier agrees to include "access to accounting records" and "assignment of refund rights" paragraphs, in full, in any contracts with subcontractors.

B. DESCRIPTION - Products proposed must be equal to or better than the product brand names and models referenced herein.

1. Scope of Work-

- a) The work under these specifications shall include all equipment, tools, materials, labor and supervision of labor to install and or replace the HVAC units in:
 - 1) Student Services Office with a Carrier Model 50HJE004 with hot water coils to be of a two row design 90,000Btuh 140 deg Fahrenheit EWT and integrated Economizer.
 - 2) Automotive Technologies Office and theory rooms with a Carrier Model 48HJE004 with a 600 cfm exhaust fan and integrated Economizer.

2. Details-

- a) All work is to be in accordance with all applicable codes (National, State, Local, NFPA, NEC, IBC, NECA, SMACNA, ASHRAE) for the work and installation of the HVAC units.

3. Specifics

- a) Contractor will replace and install Carrier 50HJE004 and a 48HJE004 with a rating of 1200cfm, 36,000 Btuh cooling and 115,000 Btuh input 87,000 Btuh heating output, 208 volt /3phase. Include economizer with outside dry bulb switch over to manufacturer's recommendations.
- b. **Visit to Site** -All contractors contemplating bidding the job, as outlined in these specifications, are required to visit the site and completely familiarize themselves with the work required; to physically inspect all work sites; to identify, determine, and survey proposed repairs and compute actual measurements.
 - 1) Unit location drawings and product specifics will be available for review at the time of the site visit.
- c. Measurements- Measurements and areas stated by the School are approximate and are in no way guaranteed as completely accurate. It shall be the responsibility of the bidder to verify measurements and sizes.
- d. Contractor will furnish and install all roof curbs, ductwork, dampers, electrical, air conditioning units, heating coils, diffusers, and exhaust fans as needed for proper operation of units. A convenience outlet is required at each rooftop.

- e. Contractor will furnish and install a 600 cfm exhaust fan in the roof of the Automotive Technologies theory room. That includes roof curb, ductwork, dampers, electrical, diffuser, as needed for proper operation of unit.
- f. Contractor will furnish and install a hot water coil to be of a two row design 90,000Btuh 140 deg Fahrenheit EWT in the duct work inside the building for the Student Services Office HVAC unit.
- g. Contractor will extend the gas line from the hall way of school to the automotive technologies lab. Install gas line below the steel roof to location of the new HVAC unit. Gas line to be sized to manufacturer's recommendations. Line to rise up thru roof and connected to unit with gas cock, union and drip leg.
- h. HVAC unit in the Student Services Office is to be removed and turned over to school personal for salvage. Duct work in room is to be reused. Hot water heat is to be installed in new unit and controlled by HVAC unit. All bleeding of water lines and rebalancing of air and water systems to be done by contractor.
- i. Contractor will install a Proliphix NT120H thermostat that will be connected to the building network system by owner. Contractor shall run Cat 5e cabling to the nearest ethernet hub where the owner will make the final connections. Owner shall furnish necessary IP addresses to integrate the thermostats to the existing intranet. An additional sensor will be located in the discharge air plenum to allow the owner to determine the temperature. The thermostat shall be powered by the 24 volt transformer located in the rooftop units. Owner shall be offered 2 hours of training on the operation of the thermostat.
- j. Work by the successful contractor is to be scheduled so as to not interfere with the normal operation of school within the Erie County Technical School. **No work on the project may start prior to July 1, 2007 and must be completed on or before August 17, 2007.** Failure to complete work by the completion date will result in a penalty of \$500 per calendar day until completion.
- k. Size
 - 1) 3 Tons, Nominal (Cooling)
 - 2) 115,000 Btuh input 87,000 Btuh, Nominal (output Heating)
 - 3) 1200 cfm

l. Models

- 1) 48HJE004 208 volt /3phase
- 2) 50HJE004 208 volt /3phase

4. System Description

- a. Outdoor rooftop mounted, electrically controlled heating and cooling unit utilizing a hermetic compressor(s) for cooling duty and gas combustion for heating duty. Unit shall discharge supply air vertically.

5. Quality Assurance

- a. Unit exceeds ASHRAE 90.1-2001 Energy Standards. Units are Energy Star qualified.
- b. Unit shall be rated in accordance with ARI Standards 210, 240, 270 and 360. Designed in accordance with UL Standard 1812/1995.
- c. Unit shall be designed to conform to ASHRAE 15, latest revision.
- d. Unit shall be UL-tested and certified in accordance with ANSI Z21.47 Standards and UL-listed and certified under Canadian standards as a total package for safety requirements.
- e. Roof curb shall be designed to conform to NRCA Standards.
- f. Insulation and adhesive shall meet NFPA 90A requirements for flame spread and smoke generation.
- g. Unit casing shall be capable of withstanding 500-hour salt spray exposure per ASTM B117 (scribed specimen).
- h. Unit casing shall be capable of withstanding Federal Test Method Standard No. 141 (Method 6061) 5000-hour salt spray.
- i. Each unit shall be subjected to a completely automated run testing on the assembly line. Units contain a factory-supplied printout indicating tested pressures, amperages, data, and inspectors; providing certification of the unit status at the time of manufacture.

6. Roof Curbs:

- a. Full perimeter roof curb with exhaust capability providing separate.
- b. Formed galvanized steel with wood nailing strip and shall be capable of supporting entire unit weight.
- c. Permits installation and securing of ductwork to curb prior to mounting unit on the curb.

7. Flue Shield:

- a. Provides protection from the hot sides of the gas flue hood.

8. Unit-Mounted, Non-Fused Disconnect Switch:

- a. Shall be factory-installed, internally mounted. NEC and UL approved non-fused switch shall provide unit power shutoff. Shall be accessible from outside the unit and shall provide power off lockout capability.

9. Convenience Outlet:

- a. Shall be factory-installed and internally mounted with easily accessible 115-v female receptacle. Shall include 15-amp GFI receptacle with independent fuse protection. Voltage required to operate convenience outlet shall be provided by a factory-installed step-down transformer. Shall be accessible from outside the unit.

10. Descriptions included in bid proposal

- a. Complete descriptions and manufacturer's cut sheets of all items being proposed must accompany the bid.
- C. Questions regarding equipment specifications may be directed to Steve Sceiford, Facilities Manager, 814-864-0641, Ext. 370, or email at: ssceiford@ects.org.
- D. Questions regarding general bid specifications may be directed to Paul Fritz, business Manager, 814-8640-641, ext 344, or email at: pfritz@ects.org.

E. HVAC Systems – BID FORM

1. PRICING – BID Proposal:

Bid– total project \$_____

F. Signature

Having carefully reviewed the Bid Specifications supplied by Erie County Technical School and being completely familiar with all requirements and conditions set forth, the undersigned agrees to supply all materials and services required for the project. The undersigned further acknowledges the right of Erie County Technical School to reject any and all bids and to waive any defect in form. The undersigned further certifies that this bid was prepared independently and without collusion with any known bidders in compliance with the Pennsylvania Anti-Bid-Rigging Act.

Firm Name_____

Address_____

City, State, Zip Code_____

Phone _____

By _____

Title _____

Signature _____ Date_____