

NORTH PENN SCHOOL DISTRICT

Lansdale, PA 19446

NOTICE TO BIDDERS

ELEVATOR REPAIR AT THE NORTH PENN HIGH SCHOOL

Bid Summary

The North Penn School District is hereby soliciting vendors to submit bids for the following:
Elevator Repair at the North Penn High School

All bids shall be submitted on the enclosed district forms. The sealed bid proposal package must also include:

- A Bid Bond or Certified Check for 10% of the total bid price.
- Completed and notarized Non-Collusion Affidavit.
- Completed and notarized Vendor's Qualification Statement.
- 3 Signed copies (1 original and 2 photocopy)

The North Penn School District is exempt from Pennsylvania state sales tax.

BID SUBMISSION BY HAND, MAIL OR COMMON COURIER:

Sealed bids will be accepted for the **Elevator Repair until the date of January 12, 2023, at 1:30 p.m.**

A Pre-Bid meeting will be held on **Thursday, January 5, 2023 at 10:00 AM** at the North Penn High School, 1340 S. Valley Forge Road, Lansdale, PA 19446. Please meet at the main entrance of the school.

Sealed bids must be clearly labeled "Elevator Repair" and be delivered to Dawn Johnston at the Educational Service Center, 401 E. Hancock St., Lansdale, PA 19446.

The bids will be publicly opened via Zoom meeting at **2:00 p.m.** the same day. Directions to the Zoom meeting will be posted 30 minutes prior to the opening at www.npenn.org/bidspec.

All questions regarding this bid should be directed to:

Dawn Johnston
Purchasing Supervisor
401 E. Hancock St.
Lansdale, PA 19446
NPprocure@npenn.org
215-853-1011

NORTH PENN SCHOOL DISTRICT

Lansdale, PA 19446

General Conditions for Bid

1. The North Penn School District Board of School Directors invites bidders to submit sealed bids for the **Elevator Repair at the North Penn High School**.
2. **Bids will be accepted until 1:30 pm on Thursday, January 12, 2023.** The bids will be **opened at 2:00 PM on January 12, 2023, via Zoom**. Please see NPSD website, www.npenn.org/bidspec, for Zoom meeting details a half hour prior to the bid opening.
3. The bid must be submitted in a sealed envelope and clearly marked on the outside, **“Elevator Repair”**.
4. Bids shall be submitted on the enclosed Bid Proposal Form. Bids must be typewritten or written with ink and signed by the individual, partners, or corporate officer.
5. The successful bidder shall bid in strict accordance with the specifications as set forth. Exceptions to the specifications must be clearly stated in the bid submission.
6. A BID BOND OR CERTIFIED CHECK IN FAVOR OF THE NORTH PENN SCHOOL DISTRICT IN THE AMOUNT OF 10% OF THE TOTAL BID IS REQUIRED FROM EACH BIDDER AND MUST BE ENCLOSED WITH THE BID. THE BOND MUST BE ISSUED BY AN INSURANCE COMPANY. Only the bid bonds or certified checks of the successful bidders will be held until all terms of the contract are completed. The bid bonds or certified checks of the unsuccessful bidders will be returned at the time of the awarding of the contract.
7. The North Penn School District reserves the right to reject or accept any or all bids or any portion thereof and to waive any informalities permitted by law. Bids must remain firm for a period of sixty (60) days from the date of bid opening.
8. N/A
9. Bid items must be equal in all respects to those described in the specifications. Should the bidder quote an alternate, complete specifications of the alternate must be provided, including a picture. It is the responsibility of the bidder to establish the equality of the material offered. Failure to supply these specifications may result in the rejection of your bid.
10. Bidder shall insert the number of units that can be provided, the price per stated unit and the total cost extension against each item in the schedule hereto annexed, which the bidder has proposed to furnish and deliver. The unit price inserted must be net and must include all delivery charges – No Exceptions. In the event of a discrepancy between the unit prices and the total cost extension, the unit price will govern. The total bid is to be the sum of the quantity times the unit price for each item.
11. N/A
12. A purchase order issued by the School District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the School District.

Continued: General Conditions for Bid

Bid Title: **Elevator Repair Bid**

Due Date: **Thursday, January 12, 2023**

13. A purchase order issued by the School District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the School District.
14. No charge will be allowed for federal, state, or municipal sales or excise taxes, for which the school district is exempt by law. The bid price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
15. The bidder agrees, if awarded an order, to furnish and deliver the said articles at such time, to such place, and in such quantities as specified, and that all of the articles shall be subject to the inspection and approval of the School District. Acceptance of delivery of materials or equipment to the site shall not constitute final acceptance by the School District. In the event that any articles are rejected as damaged, or not in conformance with these specifications, such articles shall be removed immediately and other articles of proper quality as set forth in these specifications shall be furnished in place thereof, all at the expense of the successful bidder.
16. In the event that the successful bidder should neglect or refuse to furnish or deliver any articles or any part thereof, or to replace any articles which are rejected as stated in the preceding paragraph, then the School District is authorized and empowered to purchase articles in conformity with this order from such party or parties, and in such manner as it shall select, at the expense of the successful bidder, or to cancel the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the School District.
17. The bidder, upon request, shall submit samples for any or all items on which a price is quoted, within three (3) days after such request is made. These samples shall be plainly marked with the name of the product, the name of the bidder, and the item number as shown on the proposal form. Samples may be returned at the expense of the bidder. Also, upon request, the bidder must supply, within three (3) days, a list of schools and/or businesses using the item indicated in their bid.
18. On bids for Services involving the furnishing of labor and/or materials, the successful bidder shall be required to furnish performance and payment bonds in the amount of 100% of the bid.
19. On bids for Services involving the furnishing of labor, materials, and/or equipment, while said Services are being performed the successful bidder must maintain in full effect the following minimum insurance coverage:
 - 19.1 Workers' Compensation.
 - 19.2 Comprehensive public liability in the sum of \$100,000 for each person and \$300,000 for each accident, including contract liability. Such shall be endorsed with a save harmless clause in favor of the North Penn School District, its officers, members, and employees.
 - 19.3 Property damage in the amount of \$50,000.
 - 19.4 Automobile and truck insurance in an amount not less than \$300,000 on account of any one accident, and property damage in amount not less than \$50,000.
 - 19.5 If special hazards, such as might result from blasting, represent a possibility, these shall be covered by a rider to the policy or policies in an amount of not less than \$50,000.

Prior to the beginning of the Service, etc., to be performed, a certificate of insurance shall be furnished to the School District showing the insurance coverage required above. The Contractor shall assume full responsibility for loss of life and property, injuries to persons, including all employees of the Contractor or Subcontractors.

Continued: General Conditions for Bid

Bid Title: **Elevator Repair Bid**

Due Date: **Thursday, January 12, 2023**

20. Items shipped **DIRECT FROM THE FACTORY** must show North Penn School District purchase order numbers on the cartons.
21. **INVOICING**: Invoices must be submitted for each individual school, completely itemized, and covering each shipment. They should show North Penn School District item numbers, the same as packing slips. No photocopy of a Bid or Purchase Order will be accepted in lieu of an itemized invoice.
22. **ASBESTOS**: In the event a contractor by virtue of his work for the District discovers asbestos, the contractor must immediately notify the District and perform no further work in connection with the asbestos. If directed by the District to remove the asbestos, the contractor must take all steps required by all federal, state, and local agencies regarding asbestos removal. The asbestos removal operations may be the subject of a change order or a supplemental contract to this contract, or a separate contract to another contractor as the District may determine. If a contractor fails to meet the requirements of the federal, state, and local regulations and these specifications related to the discovery, removal, and clean-up, the contractor shall be subject to immediate termination and the contractor shall be responsible for all costs and expenses related to the removal and cleanup of the asbestos including architect and engineering fees.
23. **DISCRIMINATION PROHIBITED**: According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:
 - 23.1 That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no contractor, sub- contractor, nor any person acting on behalf of such contractor or sub-contractor, shall, by reason of race, creed or color, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;
 - 23.2 That no contractor, sub-contractor, nor 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 the account of race, creed or color;
 - 23.3 That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of this contract; and,
 - 23.4 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 and conditions of the contract.
24. **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.
25. **COMPETENT WORKERS**: According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent and 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 hours by employers of organized labor in doing of similar work in the district where the work is being done.

Continued: General Conditions for Bid

Bid Title: **Elevator Repair Bid**

Due Date: **Thursday, January 12, 2023**

26. **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 acceptance to any one material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal," they shall be subject to equals only as approved by the architect, engineer and/or School District.
27. **PREVAILING WAGE:** It is the responsibility of the bidder to determine compliance with the Pennsylvania Prevailing Wage Act and to adhere to all regulations governing this act.
28. **COMPLIANCE WITH POLICY/LAW:** Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

Contractor shall maintain and provide to the District a current Child Abuse History Clearance as provided by the Pennsylvania Department of Human Services, a satisfactory PA State Criminal History Report, and a Federal Criminal History Record Report (FBI Fingerprinting) for each individual engaged by Contractor to provide services who will have direct contact with children, including Contractor (if an individual).

Contractor agrees to comply with the provisions of Act 168 of 2014, Employment History Review Law and, to the extent applicable, Act 126 of 2012, Child Abuse Recognition and Reporting Training.

Signature		Date
Title		
Printed Name		
Company Name		
Address		
Email Address		
Phone Number	Fax Number	

- END GENERAL CONDITIONS FOR BID -

NORTH PENN SCHOOL DISTRICT
Lansdale, PA 19446

Non-Collusion Affidavit

Instructions:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the associated approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

NORTH PENN SCHOOL DISTRICT

Lansdale, PA 19446

Non-Collusion Affidavit

ELEVATOR REPAIR BID FOR THE NORTH PENN HIGH SCHOOL

State of _____ County of _____

I state that I am _____ of _____
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its Owners, Directors, and Officers.
I am the person responsible in my firm for price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of competitive bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. _____, its affiliates, subsidiaries, officers, directors, and employees
(name of my firm)
are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the above
(name of my firm)

representations are material and important, and will be relied on by North Penn School District in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the North Penn School District of the true facts relating to the submission of bids for this contract.

(Name)

and

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20_____.

SIGNATURE OF NOTARY

Printed Name Notary Public

My Commission Expires

NORTH PENN SCHOOL DISTRICT
Lansdale, PA 19446

Vendor's/Contractor's Qualification Statement

The Undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted by:	Corporation
_____	_____
Name:	Partnership
_____	_____
Address:	Individual
_____	_____
Principal Office:	Joint Venture
_____	_____
Phone:	Other
_____	_____

1. How many years has your organization been in business as a vendor/contractor?
2. How many years has your organization been in business under its present business name?
3. If a corporation, answer the following:
 - a. Date of Incorporation: _____
 - b. State of Incorporation: _____
 - c. President's name: _____
 - d. Vice President's name(s): _____
 - e. Secretary's or Clerk's name: _____
 - f. Treasurer's name: _____
 - g. List names and address of all parties holding greater than 10% interest in the corporation.
4. Trade References:
5. Bank References:
6. Name of bonding company and name and address of agent:

Continued: Vendor's/Contractor's Qualification Statement

Bid Title: **Elevator Repair Bid**

Due Date: **Thursday, January 12, 2023**

7. Dated at this _____ day of _____, 20_____.

Name of Organization: _____

By: _____

Title: _____

8. _____ being duly sworn deposes and says that he/she is the
_____ of Vendor/Contractor and that answers to the foregoing
questions and all statements therein contained are true and correct.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY OF _____, 20_____.

SIGNATURE OF NOTARY

Printed Name Notary Public

My Commission Expires

Vendor's Contractor's Qualification State Abbr

NORTH PENN SCHOOL DISTRICT
Lansdale, PA 19446

ELEVATOR REPAIR AT THE NORTH PENN HIGH SCHOOL

SCOPE OF WORK

1.0 Purpose

The purpose of this project is to provide labor and materials to repair an elevator. The location for the work is:

- 1.0.1** North Penn High School
1340 S. Valley Forge Road
Lansdale, PA 19446

1.1 Existing Equipment

The existing equipment is an ESCO hydraulic elevator that was installed in 1970 with the elevator hydraulic valve replaced in 1983. Following is information pertaining to the elevator, power unit, and hydraulic valve.

- 1.1.1** Elevator
 - 1.1.2.1** Type: Passenger
 - 1.1.2.2** Number of stories: 2
 - 1.1.2.3** Capacity: 3500
 - 1.1.2.4** Number of pistons: 1
- 1.1.3** Power Unit:
 - 1.1.3.1** Voltage: 460 V
 - 1.1.3.2** Phase: 3
 - 1.1.3.3** HP: 25 hp
 - 1.1.3.4** Pump type: De Laval (IMO) A3DB218
- 1.1.4** Elevator Hydraulic Valve
 - 1.1.4.1** Elevator Equipment Corporation (EECO)
 - 1.1.4.2** Type: UV5A
 - 1.1.4.3** Voltage: 110 V
 - 1.1.4.4** Pressure: 90 psi min; 800 psi max
 - 1.1.4.5** Oil: 150

2.0 Contract

A purchase order, serving as the contract, will be issued to the most qualified low bidder. The terms of the contract are identical to the Terms and Conditions of the contract indicated in the beginning of this bid.

2.1 Contract Period

The contract period for this work is upon award and extending 6 months. The contractor will be asked to provide an estimated completion date for each of the tasks listed on the bid form.

2.2 Contract Hours

In no case will North Penn School District (NPSD) pay overtime or a premium for work outside of normal working hours. Normal working hours are Monday thru Friday 7:00 AM to 4:30 PM. The contractor must give NPSD 48 hours advance notice of work to be performed outside of normal working hours.

2.3 Contract Documents

Contractual documentation required upon award of this contract:

2.3.1 Performance Bond and Labor Material Payment Bond in the amount of 100% of the project cost.

2.3.2 Insurance certificate naming NPSD as additional insured.

2.4 Contract Pricing

This contract is a fixed fee. The contractor will be issued a purchase order for the amount of the bid tasks approved for award.

2.5 Unit prices

This contract will include unit prices.

2.5.1 The cost of the unit prices must be indicated on the bid form.

2.5.2 The cost of the unit prices must be included in the total bid price.

2.5.3 If the work covered by the unit priced work is not require during the course of the repair, a deduct change order will be issued at the completion of the project.

2.5 Contract Application for Payments

The contractor shall submit invoices in accordance with the following requirements:

2.6.1 Invoices must be submitted covering work completed.

2.6.2 The invoice must include 10% retainage for all work completed. At 50% completion the retainage will be reduced to 5% until final completion.

2.6.3 Payments will be submitted the 15th of the month for payment no by the 30th of the following month.

2.6.4 No interim payments can be made.

3.0 Contract Staffing

The contractor shall provide sufficient staffing to accomplish this work in the allotted time frame. Contractor's foreman or superintendent will be on NPSD property during all work performed under this contract.

3.1 Prevailing Wages

All projects over the total value of \$25,000, are required to pay prevailing wages to all workers must in accordance with the Prevailing Wage Determination included with the specifications.

3.1.1 Weekly Payroll Certifications must be submitted every 10 days for all workers that are onsite.

3.2 Background Checks

Background checks are required for all individuals that will be entering the building in connection with this work. All individuals whose background checks are acceptable must receive a photo ID prior to entering the building. The following background checks must be submitted and reviewed prior to an individual entering the building.

3.2.1 Pennsylvania State Criminal History Record – Act 34 of 1985 and Act 114 of 2006, as amended

3.2.2 PA Department of Public Welfare Child Abuse History Clearance – Act 151 and by Act 114 of 2006, as amended

3.2.3 Federal Criminal History Record Information (CHRI) – FBI Report

3.2.4 Photo IDs must be obtained from the following location:

Support Services Center
630 West 8th Street
Landale, PA 19446

4.0 Work and/or Equipment Provided by North Penn School District

North Penn School District will not provide any labor, materials or equipment to the contractor for any work under this contractor.

5.0 Disposal of Waste Material

All waste materials generated by the contractor performing work under this contract will be disposed of offsite by the contractor at the contractor's expense.

5.0.1 The contractor is not permitted to dispose of any material in NPSD dumpsters or on any NPSD site.

5.0.2 All hazardous materials must be disposed of in accordance with all Federal, State, and Local requirements.

5.1 Existing Hazardous Materials

Prior to work commencing, the contractor must request access to review the building's AHERA Management Plan to become familiar with the locations of asbestos containing materials (ACM).

6.0 Submittals

The contractor shall submit the following:

6.0.1 Schedule of values for the project. The schedule of values shall delineate labor and materials.

6.0.2 Provide product data on all supplied materials to NPSD for review and approval prior to ordering any product.

7.0 Quality Assurance

The contractor shall provide:

7.0.1 First class and experienced workman with a minimum of five years experience in elevator repair.

7.0.2 Supervision on site with one point of contact.

8.0 Field Measurements

It is the contractor's responsibility to verify all measurements and quantities for this contract.

9.0 Project Conditions

This work is being performed in an active school building with many activities occurring at the time of this work. The contractor is required to coordinate his work and with all activities.

10.0 Details of Work

Whether stated or not the essence of this contract is to repair an existing elevator. This project consists of the following items of work:

10.0.1 Replacement of the elevator hydraulic valve

10.0.2 Replacement of the piping from the power unit to the elevator piston
(Unit Price #1)

10.0.3 Piston seal replacement or repacking (Unit Price #2)

11.0 Materials

The contractor must provide the following manufacturers of the elevator hydraulic valve:

11.0.1 Maxtom

11.0.2 EECO

11.0.3 Or equal

12.0 Cleaning and Protection

The contractor is responsible to perform daily cleanup of the area of construction and to ensure the normal operations of the school are not disrupted.

13.0 Warranty

Provide the District with a two (2) year unconditional contractor's warranty on materials and workmanship for this project.

14.0 Questions

Please forward all questions to:

Thomas Schneider, Director of Facilities & Operations

schneit@npenn.org

END OF SCOPE OF WORK

NORTH PENN SCHOOL DISTRICT
Lansdale, PA 19446

Bid Proposal Form Acknowledgement

ELEVATOR REPAIR AT THE NORTH PENN HIGH SCHOOL

We, the undersigned, have reviewed the specifications herein for the repair of an elevator. We propose to furnish and install all materials and accessories to complete the work, in accordance with the attached Bid Specifications and General Conditions. We understand that the North Penn School District reserves the right to reject any and all bids and to make awards on the basis of quality as well as price.

Company Name		Date
Company Address		
Authorized Signature	Printed Name	Title
Phone Number	Fax Number	Email Address

**NORTH PENN SCHOOL DISTRICT
Lansdale, PA 19446**

Bid Proposal Form

ELEVATOR REPAIR AT THE NORTH PENN HIGH SCHOOL

PLEASE COMPLETE ALL INFORMATION LISTED BELOW:

BASE BID – ELEVATOR HYDRAULIC VALVE REPLACEMENT

Base Bid: The Contractor shall state the amount to replace the elevator power unit for the total sum of (\$_____)

_____ **Dollars**

Estimated completion date for the installation of the power unit. _____

Manufacturer _____

UNIT PRICE #1 – REPLACE PIPING

Unit Price #1: The Contractor shall state the amount to replace the hydraulic piping from the power unit to the piston for the total sum of (\$_____)

_____ **Dollars**

UNIT PRICE #2 – RESEAL OR REPACK PISTON

Unit Price #2: The Contractor shall state the amount to reseal or repack the elevator piston for the total sum of (\$_____)

_____ **Dollars**

TOTAL PRICE INCLUDING BASE BID, UNIT PRICE #1, AND UNIT PRICE #2

Total Price: The Contractor shall state the amount the total sum of (\$_____)

_____ **Dollars**

ANTIPCATED BID AWARD WILL BE JANUARY 19, 2023.
