



Lehigh Carbon
COMMUNITY COLLEGE

Request for Bid

For

**HVAC Heat Pump & Water Heater Replacement -
Scheller Center**

Prevailing Wage Serial Number: 23-076672

Advertised: September 20, 2023

Pre-Bid Tour: October 4, 2023

Bid Due Date: October 11, 2023

**4525 EDUCATION PARK DRIVE
SCINECKSVILLE, PA 18078**

610-799-2121

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Introduction

Lehigh Carbon Community College is soliciting bids for HVAC Heat Pump & Water Heater Replacement - Scheller Center at LCCC's Tamaqua Campus located at 234 High Street, Tamaqua, PA 18252.

Vendors are required to submit written bids that represent the vendor's qualifications and understanding of work to be performed. The vendor's bid should be prepared simply and economically and should provide all information it considers pertinent to its qualifications for the specifications listed herein. Emphasis should be placed on completeness of product offered and clarity of content.

The bid shall be enclosed in a sealed envelope identified as follows: "**Scaled bid for HVAC Heat Pump & Water Heater Replacement - Scheller Center**". Electronic bids are not accepted.

The bid must be submitted no later than 2:00 PM, EDT on October 11, 2023, directly to the Purchasing & Contracts Manager at the following address:

Lehigh Carbon Community College
Attn: Joe Hardenberg, Purchasing & Contracts Manager
4525 Education Park Dr.
Schnecksville, PA 18078

Questions regarding the bid should be emailed to jhardenberg@lccc.edu until October 5, 2023.

A pre-bid tour will be held on October 4, 2023 at 9:00 AM, EDT for interested bidders to meet onsite with a College representative at the Scheller Center - LCCC Tamaqua.

General Instructions for Bid

1. Bid Content-A completed bid must contain the following:

- *Bid Form & Signature Page of Bidding Instructions*-the bid form and signature page must be completed and signed by an individual authorized to bind the vendor. All bids submitted without the bid form and signature page may be deemed inadequate.
- *References* – Bid response must include a list of three (3) references for a project similar to the size and nature of this project. Include name, address, phone number and email address of contact person.
- *Bid Bond (Not required)*
- *Performance Bond (Not required)*
- *Certificate of Insurance* – All vendors must be fully insured per bidding instructions.
- *Non-collusion Affidavit*

2. **Bid Award**- The Board of Trustees will accept the bid of the lowest responsible bidder when the kinds and quality of supplies and equipment offered are the same or are equal, but they reserve the right to accept or reject any or all bids or to cure any non-material oversight and to award the bid in the best interest of Lehigh Carbon Community College as judged by the Board of Trustees.

3. **Basis of Payment**-Payment will be made to the vendor within 30 days upon receipt of Invoice.

SCOPE OF WORK

This project will entail the removal and replacement of two (2) existing HVAC Heat Pump systems with new heat pumps matched to the bidding document and 30-gallon electric water heater. All work must comply with all Codes and Regulations including the PA Mechanical Code and the National Electrical Code.

This work shall include all labor, demolition, material, equipment, and qualified services to completely furnish, deliver, and erect all work specified hereinafter.

WORK INCLUDED

Removal and disposal of existing HVAC heat pump systems including recovery of refrigerant.

Remove and dispose of two (2) Trane outdoor units, Model NO. 2TWA0072A3000AB, Serial NO. 83251TF1F and Serial NO. 8353SAA1. both units are located on the parking lot side of the building and are on pads to the left of the side entrance.

Supply and install one (1) Trane outdoor unit, Model TWA-18043DAA**BS01 15 ton 208/230 3 Phase Heat Pump.

Supply and install one (1) Trane Model 20 KW Electric Heater Pack.

Remove and dispose of one (1) Rheem Air outdoor units, Model NO. RPNE-048CAZ, Serial NO. 7432 M0907 12761. Unit is located on the parking lot side of the building and is on pad to the left of the side entrance.

Supply and install one (1) Trane outdoor unit, Model 4TWA4048A3*gam 4 Ton 208/230 3 Phase Heat Pump.

Remove and dispose of refrigerant lines on all units.

Remove and dispose of Trane indoor air handler unit, Model TWE-180B300EL, Serial NO. 8354WN8HD. Unit is located in main level mechanical room.

Supply and install one (1) Trane indoor unit, Model TWE-18043BAA**BD0000 15 Ton 208/230 3 Phase Air Handler.

Remove and dispose of Rheem Air indoor unit, Model RHLA-HM4821JA, AND Serial NO. M2808 04478. Unit is located in lower level mechanical room.

Supply and install one (1) Trane indoor air handler unit, Model GAM5B0C48M41 4 Ton 208/230 Single Phase air handler.

Supply and install one (1) Trane Model 10 KW Electric Heater Pack.

Remove and dispose of A.O. Smith thirty (30) gallon water heater. Model. NO. ECL 30 200, Serial NO. 0831AO16978

Supply and install one (1) A.O. Smith or equivalent thirty (30) gallon water heater.

Supply and install new refrigerant set lines

Supply and install new electrical disconnects, flex conduit, and electrical wiring as needed.

Supply and install new T-Stats and wiring if needed.

Supply and install new digital programmable Honeywell thermostats with lock out capabilities will be required

Supply and install all necessary sheet metal duct work to tie into existing supply and return air plenums

Balance all supply diffusers

Contractor will provide the owner LCCC with a one (1) year warranty covering all new equipment, parts, and repair labor.

All building penetrations will be made watertight

Install new lightweight pads under each outdoor unit.

Supply and install new drain lines and PVC P-traps for air handler drains

FIELD MEASUREMENTS

- A. All accurate field measurements will be the responsibility of the bidder. Exhibit 1 is for reference only.

FAMILIARITY WITH PROPOSED WORK

- A. The Contract will be entered into by the Owner with the understanding that the contractor, prior to submission of his bid, acquainted themselves with the requirements of the drawings and specifications, conditions of the site, all utilities in existence to which connections are to be made and all other requirements of the Contract, and that all information necessary for completion of the work on or before the date specified. The Contractor shall not at any time after execution of the Contract set up any claims whatever based upon insufficient data or incorrectly assuming conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the work to be performed under the Contract, and the Contractor shall assume all risks resulting from any changes to the conditions which may occur during the progress of the work.

ACCEPTABLE MATERIALS/PRODUCTS

- A. See General Conditions

INSTALLATION

- A. All workmanship will be in compliance with International Building Codes and of a high quality standard.

CLEAN-UP AND PROTECTION

- A. Upon completion and at bidder's expenses, all work shall be cleaned as required by the manufacturer and a representative of the College. Protect installation and surrounding area against damages until completion of the project. Work area will be cordoned off at all times during construction and no pedestrian traffic allowed in proximity of job site.

FIELD TEST AND REPORTS

- A. Director or Assistant Director of Facilities Management must inspect when notified of completion and prior to payment.

DAMAGES/REPAIR

- A. Bidder will be responsible for making all proper repairs necessary due to damages incurred by them upon approval of repairs by a college representative.

WARRANTIES

- A. Bidder will supply in writing all warranties for product and service.

STANDARD OF QUALITY

- A. The bidder's proposal must be based on the exact equipment, manufacturer, fabricator, processes, etc., specifically named or described in the specifications without substitutions, unless the names are suffixed with the phrase "or approved equal" in which case the bidder may quote on other equipment, manufacturers, fabricators, processes, etc. of equivalent quality, workmanship and performance, subject however to the approval of a representative of the college who will be the sole judge of the substituted product or service and whose decision will be final.

PROJECT COMPLETION AND ACCEPTANCE

- A. The project shall be completed in its entirety no longer than 30 days from its commencement date. Final project acceptance will be made at the sole discretion of a college representative.

NOTICE TO BIDDERS

- A. The bid you specify will provide a high quality product type and qualified service upon review of a college representative. Installation of bidder's product will be verified with a college representative.
- B. The bidder will be responsible to Act 442 – Prevailing Wage Act.

GENERAL CONDITIONS/DESCRIPTION OF WORK

See Scope of Work and Work Included.

LEHIGH CARBON COMMUNITY COLLEGE
4525 EDUCATION PARK DRIVE
SCHNECKSVILLE, PENNSYLVANIA 18078-2598
GENERAL BIDDING INSTRUCTIONS

All bids must be signed and submitted in a sealed, opaque envelope plainly marked on the outside “**HVAC Heat Pump and Water Heater Replacement**” to Joe Hardenberg, Purchasing & Contracts Manager, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA, on or before October 11, 2023 at 2:00 PM, EDT.

BIDS ARE TO BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING GENERAL BIDDING SPECIFICATIONS:

1. Bids will not be considered unless properly made and signed by the bidder.
2. Bids should be either typewritten or written in ink. Bids submitted in **pencil** may be rejected.
3. Changes, alterations, or interlineations in the bid by the bidder may, at the discretion of the Board of Trustees of the Lehigh Carbon Community College, void this bid entirely or that part which has been changed, altered, or interlined.
4. (a) **Bids must show unit price and total price for each item specified (if applicable). The total price bid must be stated on the “Calculation Bid Form” which is provided with the bid pack.** Where the figures are irreconcilable, awards will be made on the basis of unit prices.
- (b) It is to be understood by the bidder that the Board of Trustees of the Lehigh Carbon Community College may make its award for one or for more than one of the articles set forth in these specifications. The Board will accept the bid of the lowest responsible bidder when the kinds and quality of supplies and equipment offered are the same or are equal, but they reserve the right to reject any and all bids or select a single item from any bid.
- (c) The quantities specified are only indicative of the probable amount to be required by the Lehigh Carbon Community College for the current fiscal year and the Board of Trustees hereby grants to the successful bidder who is awarded a contract under this schedule, the privilege of furnishing additional items needed throughout the same fiscal year for which bidder was awarded contract at the same or current market price whichever is lower.
5. (a) All bids for **construction, reconstruction, repair, demolition, and/or alteration** shall be accompanied by a bond with corporate surety or certified check in the amount of ten (10) percent of the amount of the bid, as set by the Board of Trustees.

- (b) The bidder to whom the **construction, reconstruction, repair, demolition, and/or alteration** contract is awarded shall furnish bonds to guarantee the performance of the contract and payment of labor and materials. Such bonds shall be in compliance with Public Works Contractors' Bond Law of 1967 (3 P.S. 191-202). Failure to furnish such bonds shall automatically void the contract award.
- (c) All bids for **construction, reconstruction, repair, demolition, and/or alteration** shall be bid at Pennsylvania Prevailing Wages. Pennsylvania Prevailing Wage Act of 1961, P.L. 987, No 442.
- (d) All bids for **construction, reconstruction, repair, demolition, and/or alteration** where the estimated cost of the total project is in excess of \$25,000, shall be required to provide a verification form (EVP) to the College acknowledging compliance with the Public Works Employment Verification Act signed into law on July 5, 2012. The verification form (EVP) is provided by the Secretary of General Services of the Commonwealth, acknowledging their responsibilities under and compliance with the Act.

6. **INSURANCE REQUIREMENTS for **construction, reconstruction, repair, demolition, and/or alteration.****

Effective as of the date Contractor is to commence Services to be performed under the contract and continuing until all authorized Services have been fully and completely performed by Contractor, Contractor shall provide and maintain in full force and affect the following minimum insurance coverage as evidenced by Insurance certificates, which shall be furnished to Lehigh Carbon Community College in advance of beginning the Services. Such insurance coverage shall be placed with or carried by insurance carrier or carriers with an A.M. Best Rating of "A" or better, and Lehigh Carbon Community College may elect to require certified copies of the policies in lieu of, or in addition to, certificates of insurance.

a) Pennsylvania Statutory Workers Compensation and Occupational Disease Insurance

a. Also Employers Liability Insurance in the minimum amount of \$500,000

Each Accident /

\$500,000 Disease – Each Employee / \$500,000 Disease – Policy Limit.

b) Business Automobile Liability Insurance including all owned, hired and non-owned automobiles used by or on behalf of Contractor. Minimum \$1,000,000 combined single limit for each occurrence, including bodily injury and property damage.

c) Commercial General Liability Insurance against claims for bodily injury, death of and/or property damage to third parties with a minimum of \$3,000,000 each occurrence. At a minimum, such insurance shall provide coverage for premises-operations, products-completed operations, and contractual liability.

d) Excess/Umbrella Liability coverage may be used in conjunction with primary coverage to attain required limits of this contract.

Contractor shall assume the risk of loss or damage to all property or equipment furnished by Contractor. Contractor waives Contractor's right of recovery against Lehigh Carbon Community College and agrees that all insurance policies covering such property or equipment shall be endorsed to affect such waiver.

Contractor's commercial general liability insurance policy shall be primary and non-contributory to Lehigh Carbon Community College's insurance. Lehigh Carbon Community College shall be named as an Additional Insured under Contractor's commercial general liability insurance policy.

Contractor shall waive any rights of subrogation it may have, either at law or in equity, related to or resulting from Lehigh Carbon Community College and hereby agrees as part of the award of the contract, to obtain the same waiver of any rights of subrogation, either at law or in equity, related to or resulting from Lehigh Carbon Community College, from each insurance company issuing Contractor an insurance policy pursuant to the terms hereof.

For all applicable purposes herein, Contractor shall also mean and include Sub-Contractor(s).

7. The bidder agrees, if awarded the contract, to furnish and deliver the said articles at such times, at such places, and in such quantities as directed by the designated representative of the Lehigh Carbon Community College and shall be subject to the inspection and approval of the said designated representative. The awarding of bids by the Board of Trustees of Lehigh Carbon Community College shall authorize the Vice President for Finance & Administrative Services to execute necessary contracts; but such awards are, nonetheless, qualified by the needs of the College and shall not become final as to any item or amount until purchase orders are issued by the College, the College reserving the right to decide on items and amounts needed after the bid is awarded. In the event any of said articles shall be rejected as unsuitable or not in conformity with these specifications such articles shall at once be removed and other articles of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.
8. As part of the award of the contract, in the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications or to replace any which are rejected as stated in the preceding paragraph, the bidder authorizes and empowers the Board of Trustees of the Lehigh Carbon Community College to purchase articles in conformity with the contract from such party or parties in such quantities 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 Board.
9. The bidder agrees that if awarded the contract, bidder will not assign, transfer, or sublet it.
10. The bidder agrees that if awarded the contract, bidder will not assign or transfer in whole or in part any rights or privileges which may accrue to bidder under the terms of the contract or any money which may become due to bidder there under.

11. Inasmuch as the Community College is not subject to Federal or State taxes, the bid shall not include these taxes. A Commonwealth of Pennsylvania, Department of Revenue, Bureau of Sales and Use Tax, "Blanket Exemption Certificate" will be furnished by the College upon request of the bidder.
12. Where the invitation for bids describes or specifies a particular article, alternate bids covering articles equal in all respects are permitted, unless otherwise stated. Where an invitation specifies an article by name and the bidder intends to furnish another article which bidder considers equal thereto, in every such instance the name and grade of the equivalent must be specified in the bid, otherwise no substitution will be allowed.
13. If requested by the College, samples must be furnished to the College for evaluation when an alternate item is bid. All samples must be supplied and returned at the bidder's expense.
14. The bidder does hereby agree that, if awarded the contract under these specifications, bidder will indemnify and save harmless the Lehigh Carbon Community College, its officers, members of the Board of Trustees, and their respective assistants from all suits and actions of every nature and description brought against them or any of them growing out of any contract or contracts, written or verbal, entered into between the Lehigh Carbon Community College and the successful bidder, and further that upon the awarding of the contract to the undersigned bidder in accordance with these specifications this agreement of indemnification shall automatically become effective.
15. Vendors submitting bids for construction, reconstruction, repair, demolition, and/or alteration may be required to read and sign a Contractor's Waiver of Liens if awarded the contract. However, failure to read and sign Contractor's Waiver of Liens, if required, will void the contract award."
16. The Board of Trustees of the Lehigh Carbon Community College reserves the right to accept or reject any or all bids and to award the bid in the best interest of the Lehigh Carbon Community College as judged by the Board of Trustees.
17. The singular as used herein shall include the plural, the masculine shall include the feminine and neuter; "articles" as used herein shall include supplies, materials and equipment, and all incidental work and labor if the same is contemplated in these specifications.

18. **Security Policies**

Alcoholic Beverage and Narcotics Policy

Alcoholic beverages are prohibited on campus at all times regardless of your age. If you are caught with alcohol on campus, it will be confiscated, and you will be asked to leave the campus. Students caught with alcohol on campus will have their I.D. taken. They will then pick up their I.D. at the Student Services Office. The Dean of Students will issue the necessary sanctions which may include fines, community service work, suspension or expulsion from all college activities, along with the possibility of criminal charges.

All illegal narcotics are prohibited on campus and at all college-sponsored events. Anyone caught possessing, transporting, or selling a controlled substance is in violation of both college and state laws. College sanctions include fines, community service work, and expulsion from all college activities, along with the possibility of criminal charges. The Pennsylvania State Police may also be summoned. As a result, criminal charges are possible.

Firearms/Weapons Policy

Firearms, or any type of weapons, are prohibited on college property. This includes the main campus as well as our satellite sites. Any violators to this policy will be turned over to the Dean of Students and the Pennsylvania State Police. As a result, criminal charges are possible.

The undersigned bidder certifies to have read every page and offers to furnish the articles specified and to perform all incidental work contemplated herein, to the Lehigh Carbon Community College in exact accordance with these specifications and at the prices stated.

Vendor Proposal Form

TO: LEHIGH CARBON COMMUNITY COLLEGE

We, the Undersigned, having examined the specifications and all other documents and, being familiar with the various conditions under which these services and/or supplies are to be used, agree to furnish, install, and warrant all labor, materials, equipment, and any other required services to fulfill the requirements of the Request for Proposal.

COMPANY NAME: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D.#: _____

EMAIL _____

PHONE NUMBER _____

Verify receipt of: Addendum No. ____ Date Received _____
 Addendum No. ____ Date Received _____
 Addendum No. ____ Date Received _____

Checklist: ___ Responses to Requirements of Proposal
 ___ Vendor Proposal Form
 ___ Non-collusion Affidavit

Tabulation Bid Form
August 11, 2023, 2:00 PM, EDT

We, _____, hereby propose and agree to furnish and deliver services required in accordance with specifications in the HVAC Heat Pump & Water Heater Replacement -Scheller Center bid document.

Addenda: The undersigned has thoroughly examined any and all Addenda (if any) issued during the Bid period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (List all addenda).

Addendum No. _____ Date Received _____
Addendum No. _____ Date Received _____
Addendum No. _____ Date Received _____

Proposed base price for HVAC Heat Pump & Water Heater Replacement -Scheller Center.

Amount: \$ _____

Check List:

- Bid Form
- Signature on Lehigh Carbon Community College's Bidding Instructions
- References
- Bid Bond
- Performance Bond
- Certificate of Insurance
- Non-collusion affidavit

Company Name: _____

Address: _____

Signature of Authorized Person submitting bid: _____

Phone: _____ FAX: _____

Email: _____

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____: s.s.

I state that I am the _____ (Title) of _____ (Name of Firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. _____ (Name of Firm) its affiliates, subsidiaries, officers, directors, and employees 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 proposing and/or bidding on any public contract, except as follows:

I state that _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied upon by the Department of General Services in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this proposal.

(Signature)

(Signatory's Printed Name)

(Signatory's Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF
_____, 20____

Notary Public

My Commission Expires _____