

BID COVER SHEET

To the Board of School Directors of the Dover Area School District, Dover, PA:

We, the undersigned, herewith propose and agree to furnish to the Dover Area School Board all of the items for which we have indicated a price, at that price set opposite each item as indicated below.

This proposal is subject to all the terms of these specifications as listed. We hereby agree to enter into a written contract to furnish such items or item as may be awarded to us, and to furnish such security as these specifications require.

HVAC FILTERS

Base Bid Amount: _____

Name & Title _____

Company Name _____

Address _____

E-Mail Address _____

Phone # _____ FAX # _____

Date _____

Non-Collusion Affidavit

Yes

No

Insurance Certificate

Yes

No

DOVER AREA SCHOOL DISTRICT

101 Edgeway Road

Dover, PA 17315

INVITATION TO BID

Dover Area School District, Dover, York County, Pennsylvania will receive bids for **HVAC Filters**.

Bids will be received until **May 7, 2024** at 2:00 P.M., prevailing time.

Bids shall be submitted in sealed envelopes marked "**Sealed Bid for HVAC Filters**" and delivered to the Dover Area School District Administration Building, 101 Edgeway Road, Dover, PA 17315.

The bids will be publicly opened and read on May 7, 2024 at 2:00 P.M.

No bidder may withdraw his bid for a period of ninety (90) days after the date of the actual opening of bids.

Dover Area School District reserves the right to reject any or all bids, and to accept or reject any parts thereof, or items therein, and to waive any defects or irregularities in bids and bid securities, and to make the award that is determined to be in the best interest of the District.

Specifications and other bidding documents may be obtained on the District Administration website under RFP Center or by contacting Miranda Weaver at mjweaver@doversd.org.

Dover Area School District



Miranda Weaver

Instruction to Bidders and General Bid Conditions

- 1) Bids will be received no later than **2:00 P.M.** on **May 7, 2024**, in the Dover Area School District Administration Building; 101 Edgeway Road, Dover, PA 17315. Please send all bids to the attention of the Business Affairs Office.
- 2) All bids must be submitted in a sealed envelope marked **“SEALED BID FOR HVAC FILTERS.”** The company’s name must be clearly marked on the outside of the sealed envelope. Bids will not be considered unless submitted on the Dover Area School District’s forms. Faxed bids will not be accepted.
- 3) All bids must be typewritten, or legibly written in ink, and must be signed by the bidder on the Bid Cover Sheet. Bids altered in any way, (i.e., erasures, white out, etc.) will not be accepted.
- 4) Bids must show both unit and total prices. Should figures be irreconcilable, the unit price shall govern, and award shall be made on that basis. Bid figures shall include all charges including delivery at the destination (F.O.B.) called for in these specifications, and shall include all discounts except the cash discount. Bidders shall state on the Bid Cover Sheet what discount, if any, is offered for prompt payment of bills and if such cash discount is offered, it shall also be stated within what period of time the discount will be allowed. The School District is exempt from Federal Excise Tax and State Sales Tax and will execute a Tax Exemption Certificate when requested.
- 5) Brand names as used in the specifications, or catalog numbers from a designated supplier, are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of the item unless otherwise specified. When an item is bid that is not exactly as specified, the brand name and catalog number shall be given and the description of the item must appear in the vendors catalog under the brand name and catalog specified. A copy of the vendor’s catalog must be included with the bid. It is the responsibility of the vendor to demonstrate the compliance of the said item.
- 6) The bidder agrees to the following terms if award is made to it: the bidder will not assign in whole or part any rights or privileges which may accrue to it under the terms of the contract; the bidder will not assign or transfer the award, unless specific permission to do so is granted in writing by the Board; and the bidder will not subcontract any of the duties or responsibilities thereunder.
- 7) All bidders must enter information as to probable time of delivery for items upon which bids are submitted. Orders placed, as a result of bids, will imply a contractual obligation of the vendor to supply the items within the time specified on the bid by the District.
- 8) To allow sufficient time for the awarding process, bid prices shall remain firm for a minimum of ninety (90) days from the date of the bid award and cannot be withdrawn during that period.
- 9) All good must be delivered to the District by August 1, 2024 by 4:00 pm.
- 10) Bid quantities, as submitted by the District are responsible estimates; however, the successful bidder shall agree to furnish such additional amounts of each item as are required by the School District at a cost no higher than the bid price specified in the award.
- 11) The bidder agrees, if awarded the contract, to furnish and deliver the said materials at such time, at such place and in such quantities as herein specified, and that all of the materials shall be subject to the inspection and approval of the Dover Area School District. In the event that any of the said materials shall be rejected as unsuitable or not in conformance with these specifications such materials shall at once be removed and returned to the bidder at his expense, and other materials of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.
- 12) In the event that the successful bidder shall neglect or refuse to furnish and deliver the said materials or any part thereof as provided in the specifications or to replace any which are rejected as stated in the preceding

paragraph, then, in such event, the District is authorized and empowered to purchase materials in conformity with this 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 this contract reserving to itself, nevertheless, all rights of damages which may be incurred by the District.

- 13) The bidder does hereby agree that, if awarded the contract under these specifications, he will indemnify and save harmless the Dover Area School District from all suits and actions of every nature and description growing out of any contract or contracts, written or verbal, entered into between the Dover Area School District and the successful bidder.
- 14) **Material Safety Data Sheets:** Successful bidders must supply (per shipment), where applicable, “Material Safety Data Sheets” in compliance with the Employee Right to Know laws. Failure to provide the Material Safety Data Sheets may result in withholding of payment until received.
- 15) **Discrimination Prohibited:** According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:
 - a. 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 of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates;
 - b. 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 his contract on account of race, creed or color;
 - c. 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 the contract; and,
 - d. That this contract may be cancelled 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.
- 16) **Human Relations Act:** The provisions of the Pennsylvania Human Relations Act, Act 222 of 10/27/55 (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.
- 17) **Competent Workmen:** 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 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.
- 18) **Pennsylvania Prevailing Wage Rates:** This regulation and the general Pennsylvania prevailing minimum wage rates (Act 422 of 1961, P.L. 987, as 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.
- 19) **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. When proprietary names are used, they shall be followed by the words “or alternatives of the quality necessary to meet the specifications.” A bid containing an alternative which does not meet the specifications may be declared non-responsive. 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 which do not meet the specifications.

- 20) **Provision for the Use of Steel and Steel Products Made in the U.S.:** In accordance with 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 as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.
- 21) 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 clarifications and penalties.
- 22) **Non-Collusion Affidavit:** The 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 seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids. The 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.
- 23) Bid rigging and other efforts to restrain competition and the making of false sworn statements 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 preparation, approval or submission of the bid.
- 24) 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.
- 25) 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 noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- 26) Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid. Please see the Instruction to Bidders sheet to determine whether a Non-Collusion Affidavit is required for this bid.

Non-Collusion Affidavit

Contract/Bid # HVAC Filters

State of _____:s.s.

County of _____:

I state that I am _____(name and 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 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 the 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 noncompetitive bid or other form of complementary 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 noncompetitive bid.
- (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 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 on by _____(name of public entity) in awarding the contract(s) 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 _____(Name of public entity) of the true facts relating to the submission of bids for this contract.

_____(Name of Company)

By: _____(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____DAY
OF _____, 20__.

_____(Notary Public) My Commission Expires

DOVER AREA SCHOOL DISTRICT
District Administration Office
101 Edgeway Road
Dover, PA 17315

HVAC Filters District Wide

Background: The Dover Area School District is soliciting “sealed bids” for HVAC Air Filters for use throughout the district. The bid is designed so that you need to bid on all the filters.

Sealed Bids: Bids will be received by the Business Affairs Office at the above stated address until 2:00 p.m. prevailing time on DATE at which time they will be publicly opened and read. The school district will not be responsible for late delivery of the mail and no bids will be accepted after the above stated time.

Contact Information: All questions should be directed to Mr. Thomas Fluke, Director of Facilities at (717) 292-3671.

Scope of the Bid: Provide air filters required to maintain the healthy indoor environment of the Dover Area School District facilities. Vendor is to supply a unit price for the filters and the brand and or type of filter.

Details of the Work:

- All unit prices must include delivery charges to the school district location requested. School addresses are provided in Attachment 2.
- Deliveries must be made during normal school hours.
- The quantities provided are the districts best estimate of use, based on current inventory, HVAC unit requirements, and past history. Actual quantities may vary slightly.
- All pleated air filters shall be of a high capacity, medium efficiency, pleated panel with a minimum efficiency reporting value (MERV) rating of 8A based on ASHRAE Standard 52.2. Air filters shall consist of a synthetic blend of fibers, wire supported mechanical media, and moisture resistant beverage board frame, unless otherwise specified.
- Construction of enclosing frame shall be of moisture resistant beverage board to provide a rigid and durable enclosure. The frame shall be bonded to the media to prevent air bypass, and include diagonal support members on the air entering and air exiting side to maintain uniform pleat spacing in varying air flows.
- The pleated filters shall be classified by Underwriters Laboratories as UL 900 Classified.
- All ring panel and link filters shall be three ply 100% 6/15/40 denier graduated density tackified, premium grade, polyester media; heat sealed around corrosion resistant internal wire frame.
- All ring panel and link filters shall have a minimum efficiency reporting value (MERV) rating of 8 based on ASHRAE Standard 52.2.
- The ring panel and link filters shall be classified by Underwriters Laboratories as UL 900 Classified.
- An ASHRAE Standard 52.2 test report must accompany all supplied filters.