

INVITATION TO BIDDERS

- 1.1 OWNER:** Central Pennsylvania Institute of Science and Technology (CPI)
540 North Harrison Road
Pleasant Gap PA. 16823
Phone: 814-359-2793
- Primary Contact: Rick Carra, Facilities Coordinator
Central Pennsylvania Institute of Science and Technology
814-359-2793 Ext 219
rcarra@cpu.edu
- Secondary Contact: Richard C. Makin, President
814-359-2793
rmakin@cpu.edu
- PROJECT:** Removal of existing fuel tank system in its entirety. Provide and install new fully operational diesel and gasoline Off Road Fuel System compliant with all local and state regulations.
- Project/Site:** 540 North Harrison Road
Pleasant Gap PA, 16823
- Schedule:**
- | | |
|---------------------------|--|
| RFP Release | June 25, 2021 |
| Pre-Bid Conference | July 07, 2021 |
| Bids Due/Opening | July 28, 2021 |
| Notice To Proceed | August 10, 2021 |
| Start Construction | August 16, 2021 (Subject to materials availability) |
| Complete Project | September30, 2021 |
- Contracts:** Single Prime Contract: **General Construction**
- Regulations:** All work relating to this project shall be subject to all federal, state and local codes, ordinances and regulations regarding occupational safety and health, Facilities Environmental protection and construction standards.. Nothing contained in the specifications or the drawings shall be construed to conflict with such laws, codes, ordinances or regulations, and in the event of such conflict any requirement imposed by law, ordinances or regulation shall be deemed controlling.
- Conditions:** The Pennsylvania Prevailing Wage Act No. 442, August 15, 1961 and amended August 9, 1963 will apply on this project.
- Site Visit:** **Contact: Rick Carra Contract Coordinator Telephone: 814- 359-2793 Ext 219**
- RFI'S** **Direct all Requests for Information (RFI'S) to Rick Carra. rcarra@cpu.edu**

1.2 BID DOCUMENTS:

- A. The Form of Proposal, Form of Contract, Plans and Specifications, and other Contract.
- B. The Central Pennsylvania Institute of Science and Technology will post all construction projects on its website: www.cpi.edu. Contractors interested in responding to the RFP shall submit your intent by email to Rick Carra by **July 06, 2021**. Include the following

in your response: Firm name, Contact name, title , telephone number, email of the primary contact. Addendums will be sent only to those who have properly responded.

1.3 PRE-BID CONFERENCE: A **mandatory** Pre-Bid Conference will be held on July 07, 2021 at 11:00am at 540 North Harrison Road, Pleasant Gap PA.

1.4 BIDS DUE:

- A. Sealed hard copy bids to be delivered on or before **July 28 , 2021** at 1:30pm. Address bids to **Richard C. Makin, President CPI**, 540 North Harrison Road, Pleasant Gap PA. 16823. Bids received after 1:30 pm will not be opened and will be returned. CPI reserves the right to reject any or all bids.
- B. Bid envelopes shall be clearly marked as follows:

SEALED BID ENCLOSED FOR: OFF ROAD FUELING SYSTEM
GENERAL CONSTRUCTION

Proposals which do not conform to these requirements may be rejected by CPI. Individual bid withdrawal may occur up to two (2) days after bid due date.
- C. The Owner reserves the right to reject any or all bids, select individual items from a bid, waive any informalities, and execute a contract which is in the best interest of the owner.

1.5 OWNER CONTRACT AGREEMENTS:

- A. **BIDDERS SHALL AGREE:** If awarded the contract for the work, CPI will develop and execute a formal Owner-Contractor Agreement.
- B. **BID SUBMITTAL:** Any bid submitted may be withdrawn prior to the scheduled time for opening or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No bidder may withdraw a bid within sixty (60) days after the actual opening thereof.
- C. **BEFORE SUBMITTING A PROPOSAL:** The Bidder should **CAREFULLY EXAMINE** the Drawings, Schedules, and Specifications, **VISIT THE SITE**, fully inform itself as to all laws, ordinances, regulations, wage rates, and labor conditions in the area of operation affecting the Contract or the work, and shall include in his proposal a sum to cover the cost of all items, implied or required, to attain the completed conditions contemplated by the Contract Documents.
- D. **BUILDING PERMITS:** The awarding contractor will be responsible in assisting CPI on submitting bid documents inclusive of sealed plans to Labor and Industry (Keystone Inspection Agency). All fees related to approvals to be paid by CPI. The awarding contractor will be responsible for picking up the building permit and maintaining them on site.
- E. **BID GUARANTY:** A Bid Guaranty in the form of a Certified Check or a Surety Company's Bid Bond shall be submitted with the proposal in an amount of not less than ten percent (10%) of the total bid amount. In the event that any Bidders shall, upon the award of a contract, fail to comply with the terms of the proposal and/or Contract Documents, the amount of the Bid Guaranty shall be forfeited to the Owner.
- F. **BIDDERS SHALL AGREE:** If awarded the Contract, to commence work at the site no later than **ten (10) calendar days** after the date of "Notice to Proceed," and to complete the entire work on or before the Completion Date stipulated hereinbefore.

- G. **TIME OF COMPLETION – LIQUIDATED DAMAGES:** Bidder must agree to begin work contemplated by this contract within ten (10) days after the date specified in the Notice to Proceed as the starting date and to complete the work by September 30, 2021 pending availability of materials. The contractor must agree to pay to the owner as liquidated damages and not as a penalty, the sum of Seven hundred and fifty Hundred Dollars (\$750.00) per calendar day; the Contractor and its surety shall be liable for the amount thereof.
- H. **PERFORMANCE AND 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 Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967.)
- I. **DISCRIMINATION PROHIBITED:** According to 62 PA.C.S.A. 3701, the contractor agrees that:
1. 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.
 2. No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.
 3. The contract may be canceled or terminated by CPI and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.
- J. **COMPLAINCE WITH HUMAN RELATIONS ACT:** Wording about this requirement must be provided:
1. **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 is made apart of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.
- K. **CONDITIONS OR PAYMENT WAGES:**
1. **COMPETENT WORKMEN:** For projects where the **total estimated cost is \$25,000.00 or less**, wording about this requirement must be provided:
 - (1) 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.
 2. **COMPETENT WORKMEN:** No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages.

- L. PENNSYLVANIA PREVAILING WAGE RATES: Projects where **the total estimated cost is greater than \$25,000.00**, paid for in whole or in part of out of funds of a public body, except for maintenance work or work performed under rehabilitation program or manpower training program must specify "Prevailing Wages." Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry 717-787-4763. When applicable, use Davis-Bacon wage rates for federally assisted projects.

Recommended procedure is to include the applicable published wage rates for the project within the body of the specification, if possible, or at least issue the rates accompanying the specifications, or by addendum.

The conditions, provisions and requirements of the Pennsylvania Prevailing Wage Act, by proper references, shall be specified for compliance. The following brief reference may be used for minor project specifications.

- M. STEEL PRODUCTS PROCURMENT ACT:

1. This project is subject to the provisions of the Steel Products Procurement Act of 1978 (P.L.6, No.3) as amended by the Act of July 9, 1984 (P.L. 674, No. 144.) All Contractors, Subcontractors, and Material Suppliers shall be required to comply with all provisions of this Act.
2. The Contractor shall be required to provide with each Application Certification of Compliance with the Steel Products Procurement Act form and additional documentation, including but not limited to, invoices, bills of lading, mill certifications, or other acceptable evidence that the steel products represented on certifications, or other acceptable evidence that the steel products represented on the payment application comply with one or more of the following categories:
 - (1) That the steel utilized on this project was melted and manufactured in the United States; and/or
 - (2) The product contains both foreign and United States steel, and that least seventy-five percent (75%) of the cost of all of the articles, materials, and supplies incorporated in the product have been mined, produced, or manufactured, as the case may be, in the United States; and/or
 - (3) The steel product is not produced in United States in the sufficient quantities to meet the requirements of the contract, and prior written approval to use foreign steel has been obtained from the Owner.
 - (4) Any nonconforming steel products incorporated into the work shall be removed and replaced by the Contractor, at its own expense, with products meeting the requirement of the Act. Willful violation of this Act can result in penalties, including by not performing any work, or supplying any materials to a public agency for a period of five (5) years from the date of the determination.

- N. STANDARD OF QUALITY: A standard of Quality must be defined.

1. 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.

- O. PROHIBITION ON CASH ALLOWANCES: Any reference that implies the presence of cash allowances must be deleted. Cash allowances are prohibited.
- P. OWNER COMPLIANCE IN RETAINING PAYMENTS: If CPI intends to retain a percentage of the payments to the contractors throughout the duration of the project, it should be clearly stated in the Owner-contractor agreement. Retaining of payments must be done in accord with 62 Pa.C.S.A. 3921.
- Q. PENNSYLVANIA ACT 287 - UTILITIES PROTECTION:
1. The Contractor will be responsible for complying with Pennsylvania One Call System (POCS), Act 287, commonly known as the **“CALL BEFORE YOU DIG ACT”**. Excavation or digging Contractors may learn the utilities and authority Owners by calling 800-242-1776 statewide prior to excavation work. One Call locates utility lines and the utilities are notified.
- R. SALES TAX STATUS under ACT 45 for PUBLIC CONSTRUCTION PROJECTS:
1. The Contractor shall pay all state and federal tax.
 2. The Central Pennsylvania Institute of Science and Technology alone is entitled to receive all sales tax refunds resulting from its “Tax-Excluded Status,” and that the Contractor, as a contingency of entering into a contract, must agree to expressly assign to the CPI sole right and authority to claim and receive refund payments for sales taxes resulting out of this construction.
- S. PA TAX EXEMPT ENTITIES DISCLOSURE:
1. Section 204 of the Tax Reform Code of 1971, see 72 P.S. § 7204 (57) (i) and (ii), as amended July 1, 1998, provides a tax exemption for the sale at retail or use by the United States, the Commonwealth of Pennsylvania or its instrumentalities or political subdivisions, of tangible personal property or services; and the use by a construction contractor or building machinery and equipment and services thereto that are transferred pursuant to a construction contract for any charitable organization, volunteer fireman’s organization, nonprofit educational institution or religious organization for religious purposes, provided that the building machinery and equipment and services thereto are not used in any unrelated trade or business.

In order to permit the contractor to benefit from the foregoing exemption, the tax-exempt entity may be required to cooperate with the construction contractor and provide certain evidence as may be required from time to time by the Pennsylvania Department of Revenue.
 2. The contractor is entitled to the aforementioned tax exemption, and the contractor should reflect the tax exemption in all bids, where appropriate.
 3. The Contractor is encouraged to use a Pennsylvania Tax Exemption Certificate (Form REV-1220) when buying property that qualifies for the tax exemption referenced in Item 1 above.

4. Access to Accounting Records:

The Contractor shall check all materials, equipment and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this agreement, and the system shall be satisfactory to the Owner. CPI or its representative shall be afforded to access to all the Contractor's records, books, correspondence, instructions, drawings, receipts vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a 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).

5. Contracts With Subcontractors:

The Contractor agrees to include the "Access to Accounting Records" paragraph, in full, in any contracts with subcontractors.

T. ACT 34 OF 1985 COMPLIANCE (an Amendment to the Public School Code):

1. Act 34, passed by the Pennsylvania Legislature, requires that all employees and employees of Contractors working for the School District who can come in direct contact with school children by the nature or location of their work have necessary **State Police screening before starting work on the project**. The only exception is for individuals who have worked for the School District prior to January 1, 1986.
2. It shall be the responsibility of the Contractor to procure the necessary forms, process them, retain them and present the School District with the properly signed "Agreement of Compliance" from prior to commencement of the job.
3. **Forms are available from the Pennsylvania State Police.** The Contractor is responsible for securing the forms and paying all associated fees.

U. ACT 151 CLEARANCES:

1. Successful bidder shall have a background check done on all employees and all subcontractors' employees who will be working in or around district buildings or who will have "direct contact with students." Background checks shall be in accordance with Act 151 of 1994. The Contractor shall submit the original to the Owner prior to an employee's beginning work. The cost of obtaining this "Clearance" and required badges shall be the responsibility of the Contractor.
2. Non-Resident, Out-of-State Employees may be required to submit FBI clearances or record checks as required by CPI
3. Conform with amendments to the Public School Code with the enactment of Act 114 signed into law on July 11, 2006 including procedures for prospective employees to obtain their Federal Criminal History Record via electronic submission of fingerprints to the FBI.
4. School will be in session when work is planned to be performed.

V. ASBESTOS FREE CERTIFICATION:

1. The successful Contractor shall certify that “no asbestos containing materials” (ACM) and no “asbestos containing building materials” (ACBM) are provided in this contract. The successful Contractor will be exclusively responsible for all costs related to the removal of this material. This material will be removed by the designee of CPI in accordance with the guidelines of the Asbestos Hazard Emergency Response Act of 1987 (PI 99-510).
 - (1) If at any time in the future it is discovered that there are any “asbestos containing materials” (ACM) or any “asbestos containing building materials” (ACBM) that were provided in the work of this project, the responsible Contractor will be exclusively responsible for all costs related to the removal of this material. This material will be removed by the designee of CPI in accordance with the guidelines of the Asbestos Hazard Emergency Response Act of 1987 (PL 99-519.)

W. EXISTING HAZARDOUS MATERIALS:

1. The successful Contractor shall immediately notify CPI if existing hazardous materials are suspected or discovered. This material will be removed by the designee of CPI in accordance with the guidelines of the Asbestos Hazard Emergency Response Act of 1987 (PL 99-519.) **Cost of removal of existing hazardous materials is not to be included in the bid price.**

X. NO DRUGS OR ALCOHOLIC BEVERAGES ON-SITE:

1. Any person discovered on-site with/or under the influence of any illegal drugs or alcoholic beverages will be told to leave the site by the contractor, shall not return, and will be prosecuted by law. The contractor shall be responsible to monitor and enforce this issue with its own employees and subcontractors.

Y. NO SMOKING ON SCHOOL PROPERTY:

1. No use of tobacco products including electronic cigarettes are permitted on the school property. The Contractors shall be responsible to monitor and enforce this issue with its own employees and subcontractors.

Z. NO WEAPONS:

1. Any person discovered on-site possessing a weapon will be told to leave the site by the Contractor, shall not return, and will be prosecuted by law, if appropriate. The Contractor shall be responsible to monitor and enforce this issue with its own employees and subcontractors

TECHNICAL SPECIFICATIONS

All proposals must include the following for consideration: Submit (2) bound copies and (1) electronic copy with your submittal.

- A. Executive summary with name, telephone number, and email of the person authorized to negotiate a formal Owner-Contractor Agreement.

- B. A comprehensive outline of all components and service. Include associated costs and a final proposal cost.
- C. Brief description of your firm and experience with similar projects.
- D. Include a minimum of (3) three similar projects with references- name, address and contact persons phone number.
- E. Include two (2) bound -hard copies and one (1) electronic copy of your bid.

1.1 APPLICABLE REGULATORY AGENCIES:

- A. All contractors submitting a proposal shall include in their scope of services obtaining all required permits before commencing with construction. Written proof of compliance will be required by CPI.

Pennsylvania Labor and Industry Building and Fuel codes.
NFPA 30 Flammable and Combustible Liquids Code
2015 International Fire Code
2015 International Fuel Gas Code: Pennsylvania State Fire Marshall regulations
2014 International Code (NFPA 70)
2014 International Electrical Code.
Labor and Industry: Keystone Inspection Agency

1.2 SCOPE OF SERVICES OUTLINE:

- A. Provide and install a complete gasoline and diesel system as outlined.
- B. Provide all required associated components and parts.
- C. Provide warranties for all equipment and installation.
- D. Provide sealed documents from a professional engineer registered in the State of Pennsylvania to include concrete pad. Assist CPI with submittal permit to Labor and Industry.
- E. Electrical connection to existing Heavy Equipment Building. Class 1- Division 1)
- F. Trenching, backfill, including site restoration of electrical trench and pad areas.
- G. Demolish existing fuel system, concrete pad, and bollards. Dispose at a legal disposal center. Provide written documentation or certification as to location.

1.3 WORK BY OTHERS

- A. Existing soil bearing testing by CPI
- B. Concrete testing by CPI

1.4 SCOPE OF MATERIALS OUTLINE:

A. DIESEL - OFF ROAD FUEL SYSTEM – TANK

- 1. (1)- 1000 gallon double wall, horizontal tank on saddles (UL142) standards, Finish paint color to be white urethane. Tank to be shipped with a 15IN of vacuum pulled oninterstice to ensure tank integrity during shipment from factory to site.

B. DIESEL - OFF ROAD FUEL SYSTEM ACCESSORIES

1. Fill Rite FR311 fuel pump
2. Suction pipe
3. Filter assembly
4. 1" x 20' fuel hose
5. Nozzle
6. Swivel
7. Safety Break-away. Stops flow if in the event the hose were to be broke away from the tank while the pump is running and preventing spills.
8. Product clock gauge with built in high level alarm - provides visual monitoring of fuel levels and an audio alarm if the tank were to be over filled during a fuel delivery.
9. (2) Emergency vents for interstitial space and primary tank space
10. (1) Atmospheric vent for normal tank operation
11. Mechanical overfill shut off valve. Provides second source of overfill protection, when product level reaches its maximum height it will close a valve. Preventing product spills.
12. Diesel decal kit and safety placards
13. Leak detection and level sensors to be wired to a new monitor/control panel located in the Heavy Equipment Building.

C. GASOLINE - FUEL SYSTEM – TANK

1. (1)- 1000 gallon double wall, horizontal tank on saddles, (UL2085 standards), (concrete vaulted providing fire rating) . White urethane finish. Tank shipped with a 15IN of vacuum pulled on interstice to ensure tank integrity during shipment from factory to site.

D. GASOLINE - FUEL SYSTEM ACCESSORIES

1. Fill Rite FR700V fuel pump
2. Suction pipe
3. Filter assembly
4. 3/4" x 12' fuel hose
5. Nozzle
6. Swivel
7. Safety Break-away. Stops flow if in the event the hose were to be broke away from the tank while the pump is running and preventing spills.
8. Product clock gauge with built in high level alarm - provides visual monitoring of fuel levels and an audio alarm if the tank were to be over filled during fuel delivery.
9. (2) Emergency vents for interstitial space and primary tank space
10. (1) Atmospheric vent for normal tank operation
11. Mechanical overfill shut off valve. Provide a second source of overfill protection, when product level reaches its maximum height it will

close a valve preventing product spills.

12. Leak detection and level sensors to be wired to a new monitor/control panel located in the Heavy Equipment Building.
13. Gasoline decal kit and safety placards as per fire marshal requirements.

E. ELECTRICAL:

1. Wire both Gasoline and Diesel pumps into existing electrical service that is located in the Heavy Equipment Building. Underground conduit will be run from the building to the concrete tank pad. Emergency stop switch will be mounted on the exterior of the building. Electrical conduit will be routed in accordance with the NEC standards for flammables and combustibles. Electrical power is available at the Heavy Equipment Training Building. Include all trenching, bedding, conduit, backfill and site restoration at the exterior of the building including bituminous paving patch and seeding.

F. TANK PAD PREPARATION AND CONCRETE:

1. Prepare properly sized level concrete pad for 16' x 15' x 8" concrete pad, reinforced with rebar. 4500psi air entrained concrete, broomed finish on concrete. Crash protection with the means of steel bollards, consisting of 6" sch 40 steel pipe buried 3' in the ground and exposed 4' out of the ground and spaced 4' on centers as a minimum. To be filled with concrete painted safety yellow.
2. Submit pad drawings sealed by a professional Engineer registered in the State of Pennsylvania after award of contract.

- G. CERTIFIED ACTIVITY** Pennsylvania Department of Labor and Industry permitting - assist the school with completing an L&I permit application with all required information and in-service inspection for start -up so that tank is deemed safe for use by the department. The CPI will be responsible for paying the filing fee to the department for the permit application.

- H. SHIPPING :** Include all shipping and freight for safe delivery of tanks from manufacturer to the site.

- I** Pennsylvania Labor and Industry Prevailing Wage Rates

(attached)

END OF INVITATION TO BIDDERS