



**BLUE MOUNTAIN  
SCHOOL DISTRICT**

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**Due Date: 05/29/25**

**1:00 EST TIME – Blue Mountain School District  
Administrative Offices**

**685 Red Dale Road**

**Orwigsburg, PA 17961**

**BLUE MOUNTAIN SCHOOL DISTRICT  
HIGH SCHOOL CAFETERIA AIR CONDITIONING UNIT REPLACEMENT**

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**TIMELINE FOR PROCUREMENT PROCESS**

05/07/25	Bid Available to interested respondents.
05/29/25	Bid proposals due from service providers by 1:00 pm.
06/19/25 *	Bid anticipated board approval pending solicitor review.

\* This is a target date. Dates may change at the sole discretion of the Blue Mountain School District.

**INSTRUCTION TO BIDDERS**

- A. Sealed bids will be received on or before 1:00 (EST), 05/29/25 at Blue Mountain School District Administrative Offices located at 685 Red Dale Road, Orwigsburg, PA 17961. Sealed bids will be publicly opened and read at the said time and place.
- B. Bidder shall furnish the bid in a sealed envelope addressed to the Director of Facilities, Mr. Shawn Runkle. All bids shall be marked **“High School Cafeteria Air Conditioning Unit Replacement”**.
- C. The envelope shall be endorsed with the name of the person, firm, or corporation making the bid, the date and time delivered.
- D. Bidders bear the risk of timely bid delivery, whether by mail or private carrier, to Blue Mountain School District. Postmarked date or proof of timely delivery to private carriers are not controlling. Blue Mountain School District must be in timely and physical possession of the sealed bid as a precondition to it being opened. Bids received by facsimile (fax) are not accepted.
- E. Bids must be typewritten or printed in ink and must be signed by the Bidder on the enclosed bid form. **Unsigned bids will not be considered.**
- F. Changes, alterations, or interlineations in the bid are not permitted.
- G. Blue Mountain School District reserves the right to reject any or all bids, or any portion, thereof.
- H. Prospective vendors must direct and confine all inquiries and communications concerning this bid to the Director of Facilities, Mr. Shawn Runkle and correspondence is required via email at [smrunkle@bmsd.org](mailto:smrunkle@bmsd.org). The district requires prospective bidders to submit any questions they may have by 05/21/25 3:30 pm. Questions are required to include **“High School Cafeteria Air Conditioning Unit Replacement”** in the subject line to ensure that the issuing officer identifies the email as relating to this procurement.

**WORKERS' COMPENSATION**

Bidder/Contractor shall purchase and maintain insurance for workers' or workmens' compensation and other similar employee benefit acts which are applicable to the work performed.

**ACT 34, 114, AND 151 CLEARANCES**

All workers on the project must have Pennsylvania State Police Act 34, 151, and 114 Clearances Affidavits. A copy must be on file in the District Administration Office. The cost of obtaining these clearances shall be the responsibility of the bidder.

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**HOLD HARMLESS**

The bidder shall defend, indemnify and hold harmless the Blue Mountain School Board, Administration and employees from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees, and liabilities with respect to injury to or death of any person or persons whatsoever, or of any kind by whomsoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the bidder its officers or employees, or any other person directly or indirectly employed by the bidder while engaged in the performance of the work or any activity associated with this bid.

**PENNSYLVANIA WAGE RATES**

Pennsylvania Wage Rates (Act No. 442 of 1961, P.L. 987 amended by Act 342 of 1963, P.L. n) if the total project sum exceeds \$25,000.00 this regulation and the general prevailing minimum wage rates, as determined by the Secretary of Labor and Industry which shall be paid for 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.

**TAXES**

The Blue Mountain School District is exempt from all State sales and Federal excise taxes. An exemption form will be provided upon request.

**CHARGES AND EXTRAS**

All prices are to be firm net prices and are to be FOB destination, including charges for delivery. All quotations must show total price for each item as well as unit price. If total prices are not included the bid will not be considered.

**RECEIVING HOURS**

All shipments to the specified destination shall be made between the hours of 8:30 AM and 3:00 PM, Monday through Friday, unless it is a school holiday. Delivery to the Blue Mountain School District, 685 Red Dale Road, Orwigsburg, PA 17961.

**COMPLIANCE WITH BID REQUIREMENTS**

Any inability to comply with the conditions and specifications as outlined must be clearly stated in your bid.

**CONTRACT**

Upon notification of the award to the successful bidder, a contract shall be deemed to have been made between Blue Mountain School District and the successful bidder. Merely being the low bidder at the time of bid opening does not create any contractual obligations on the part of Blue Mountain School District. All bids are subject to review by, recommendation to, and formal approval by the Blue Mountain School Board for Blue Mountain School District.

**NOTICE OF AWARD**

Contract shall be awarded to the responsible bidder within ten (10) days of the date of the bid opening, or all bids shall be rejected. The Bidder hereby agrees that upon the request of the Blue Mountain School District, the date of award may be extended by thirty (30) days. Therefore, Contract will be awarded, or bids rejected, no later than forty (40) days after bid opening.

Unless the bidder specifies otherwise in the bid, the District may accept any item or group of items of any bid whichever is to the best interest of the School District.

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**RESERVATION**

The Blue Mountain School District reserves the right to waive any formalities, reject any or all bids or portions thereof, to omit any item or items, or to increase or decrease quantities based upon a per unit cost.

**DISCREPANCIES/AMBIGUITIES**

Prior to bid opening, if any bidder finds discrepancies, ambiguities, or is in doubt as to the true meaning of any part of the specifications or other contract documents, bidder shall, at once submit to Blue Mountain School District, Business Manager, Mrs. Amy Tomalavage a written request for any interpretation thereof. The bidder submitting the request shall be responsible for its prompt delivery.

**SAVINGS CLAUSE**

All applicable laws shall be deemed to be part of these specifications, and the contract shall be read and enforced as though they were included.

**COMPLIANCE WITH LAWS**

- The property or services furnished must comply with all applicable Federal, State, and local laws, codes, and regulations.
- All items that are applicable to the Pennsylvania Right-to-Know Law will include the proper labeling statement clearly marked and will submit a Material Safety Data Sheet to the Director of Facilities, Mr. Shawn Runkle at the Blue Mountain School District.
- All bidders are required to file a 'Non-Collusion Affidavit' with their bids in accordance with the Pennsylvania Anti-bid Rigging Act.
- In the event any property or service furnished by the bidder under a contract or purchase order should for any reason not conform to the specifications contained herein and to the sample submitted by the bidder, the School District may reject such property or services. In such event, the Business Manager shall instruct bidder to remove any rejected property without expense to the School District and replace it with such property as conforms to the specifications and samples and/or provide additional or alternative services to conform to the specifications.
- The Blue Mountain School District must be provided with current Act 34, 114, and 151 Clearances for any person working in the School District.

Should the bidder default in the performance of the foregoing paragraph, the School District may procure such property or services from other sources in any manner provided by law and shall have the absolute right to deduct from any monies due the bidder, the difference between the contract price and the actual cost of the property or services to be replaced or substituted.

**ASSIGNMENT**

The bidder agrees that if awarded the contract, bidder will not assign, transfer, or sublet it, or any part thereof, unless specific permission to do so is requested in writing by the bidder/contractor and granted in writing by Blue Mountain School District.

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**HUMAN RELATIONS ACT**

Pursuant to the provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955, (P.L.744) 43 P.S. §951, et seq.) of the Commonwealth of Pennsylvania and Human Relations Contract Compliance, 16 PA. Code Chapter 49, that prohibits certain practices or discrimination because of race, color, religion, 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 and is made part of this specification. Your attention is directed to the language of the Commonwealth's nondiscrimination clause in 16 PA. Code §349.101.

**RIGHTS AND REMEDIES**

The rights and remedies of the School District provided above shall not be exclusive and in addition to any other rights and remedies provided by law or under contract.

**BIDDERS EVIDENCE OF RESPONSIBILITY**

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the items offered satisfactorily and expeditiously and extend proper warranties for items.

**INVOICING/BILLING**

Invoices must be rendered for each individual purchase order and should be submitted to the Blue Mountain School District. All payments due to the successful bidder will be made by the School District upon full and approved completion of the project.

**INSTALLATION**

All work for this project, according to specifications, to start after **06/19/25**. The work needed in the existing Blue Mountain School District **must be completed by 10/17/25**.

**DELAY DAMAGE**

The work must be completed according to the specifications on or before 10/17/25. Bidder acknowledges that in the event the repairs are not complete by specified dates the actual damages sustained by the School District as a consequence of such delay will be uncertain and difficult to measure or ascertain. It is therefore understood and agreed that in such an event the Contractor shall pay to the Owner, as liquidated damages and not as penalty, the sum of Five Hundred (\$500.00) Dollars per day for such day's delay in fully completing said project beyond the time specified in the contract.

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**SCOPE OF HARDWARE AND PROFESSIONAL SERVICES REQUESTED IN THIS BID**

- Supply (2) Trane (R454b) YSK 12.5 ton (480, 3 phase Natural gas) RTU's to the property
- Crane, labor & materials to Remove & Recycle (2) Trane YCD211 RTU's
- Inspect the exposed roof curbs, Electrical connections, duct work, and control wires for repairs and/or replacement once units are removed
- Remove & replace old curb seals
- Crane, labor & materials to set new Trane (R454b) YSK 12.5 ton units (480volt, 3 phase, Natural gas)
  - To be done in (1) day when there are no students in the building
- Install new non-fused disconnects and service receptacle
- Replace gas shut off valves & install gas line to units
- Reconnect all electrical high & low voltage lines
- Advance controls with BAC Net
- Install power exhaust
- Set up and install economizer with Barometric relief
- Start up & check for proper operation
- Price to include
  - 1 year whole unit labor warranty
  - All crane costs/permitting
  - Local township permit fees

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**BID FORM**

I have received the bid documents for the “**High School Cafeteria Air Conditioning Unit Replacement**” as prepared by the Owner and agree to all the terms and conditions set forth herein. Bids due 05/29/25 at 1:00 p.m.

**VENDOR INFORMATION:**

<b>COMPANY:</b>	
<b>ADDRESS:</b>	
<b>PHONE/FAX:</b>	
<b>BID PREPARED BY:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TOTAL COST OF PROJECT</b>	

**SIGNATURES:**

<b>BIDDER IS AN INDIVIDUAL:</b>	
<b>BIDDER IS A PARTNERSHIP:</b>	
<b>BIDDER IS A CORPORATION:</b>	

**BID REQUIREMENTS / INFORMATION**

- Vendors may submit alternate proposals if they wish; however, any alternates must be clearly marked as such.
- All warranties, guarantees, and operating manuals must be provided to the district.