

Montour Area Recreation Commission Montour Preserve HVAC System Replacement Application Terms and Conditions

Sealed bids for Montour Preserve HVAC System Replacement will be received by the Montour Area Recreation Commission (MARC) at any time until Monday, May 20, 2019 at 7:00pm, at which time they will be publicly opened and read aloud during MARC's regular meeting in the DRIVE conference room, 17 Woodbine Lane, Suite 103, Danville, PA 17821.

Specifications and bid forms may be obtained online at www.MontourRec.com or by submitting a request in writing or by telephone or email to:

Montour Area Recreation Commission
PO Box 456, Danville, PA 17821
570-336-2060 or RStoudt@MontourRec.com

Each bid shall be enclosed in a sealed envelope, plainly marked with 'Montour Preserve HVAC' and mailed via the U.S. Postal Service to MARC at the address listed above. Sealed bids may also be hand-delivered to MARC between 6:45pm and 7:00pm at the DRIVE conference room immediately before the May 20 meeting.

Bids must be submitted on the official proposal form enclosed with this packet. All line items must be completed, and no other marks are to be made thereon. All proposals must be signed.

MARC reserves the right to accept or reject any and all bids in part, or in full, and to waive any defect or informalities in the bid procedure in part, or in full, and to award the contract in the best interest of MARC.

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GENERAL CONDITIONS

1. Interested bidders must attend a pre-bid site visit with MARC officials at the Montour Preserve on Wednesday, May 8, 2019, beginning at 8:30am. The meeting shall be held in the Montour Preserve visitors' center, located at 374 Preserve Rd, Danville, PA 17821. MARC shall not consider bid submissions from Contractors who do not attend the mandatory site visit on May 8.
2. A certified Treasurer's Check, a Cashier's Check or a Bid Bond, secured by a Corporate Surety approved by the Commonwealth of Pennsylvania, in the amount of ten (10) percent of the entire bid amount, must accompany the bid. The successful bidder may instead choose to furnish a Performance Bond in the amount of the Contract as awarded as security for the faithful performance of the Contract as awarded as payment of all persons, firms or corporations to whom the Contractor may become legally indebted in performing the work. A corporate surety approved to do business in the Commonwealth of Pennsylvania shall issue said bonds. In lieu of a Performance Bond, MARC will also accept an irrevocable letter of credit or cash escrow in the amount of the Contract as awarded.
3. The successful bidder shall be required to furnish to MARC insurance certificates evidencing General Liability Insurance coverage, Automobile Insurance coverage and Workers' Compensation Insurance coverage. Evidence of said insurance coverage shall be required at the time of bid submittal. Additional information regarding insurance requirements is provided on page 5 of this document.
4. The successful bidder shall be required to sign an unconditional waiver of mechanics' and materialmen's liens against Montour, LLC.
5. This project is being funded by a Marketing to Attract Tourists grant from the Pennsylvania Department of Community and Economic Development, contract #C000070313. MARC, contractors and subcontractors shall be required to abide by the terms and conditions of this grant as documented on pages 6 – 16 of this document.
6. MARC anticipates awarding the Montour Preserve HVAC System Replacement contract during its May 20, 2019 regular meeting, subject to verification of insurances, references and other required materials.
7. Bids may be withdrawn by bidders for any reason for a period of forty-eight (48) hours after the time of bid opening. After forty-eight (48) hours from bid opening, bids may not be withdrawn.
8. Contractor shall fully complete the work specified in this document, including all necessary inspections, within sixty (60) days of the contract award, by no later than July 19, 2019.
9. Contractor shall provide equipment submittals for review and approval by MARC before work begins.

10. Contractor shall be responsible to provide complete and fully functioning heat pump system replacements for the Montour Preserve visitors' center and Environmental Education Center facilities, as specified in this bid document. Said systems shall include concrete housekeeping pad modifications (if required), new HVAC equipment and accessories, duct modifications, refrigerant piping and insulation and all other equipment and materials as might be required.
11. Contractor shall supply all necessary labor, equipment and materials as might be required to successfully complete this project.
12. Contractor shall be responsible for securing and maintaining all permits required for this project and shall abide by all applicable safety rules and regulations and any local, state and federal governmental requirements.
13. Any required electrical modifications must comply with the National Electric Code.
14. Contractor shall remove and properly dispose of all equipment, piping, controls, refrigerants and other waste generated during this project.
15. Contractor shall perform the system start-up by factory-trained technicians. Copies of all system start-up reports shall be provided to MARC.
16. Contractor shall perform system air balancing by a certified air balancing firm. Copies of all system air balance reports shall be provided to MARC.
17. Contractor shall train MARC staff in the proper operation and basic maintenance of the systems.
18. Contractor shall be responsible for, and shall restore at his/her expense, all damage to the property caused by the Contractor in the performance of the work which was not reasonably foreseeable as a consequence of the Contractor's performance of this contract.
19. Contractor shall submit three contract names of references with bid.
20. All subcontractors needed to complete the specifications of the contract must be listed on the signature page of this bid document. Subcontractors are subject to the same rules and conditions as the primary Contractor.
21. Only fully completed bid applications will be accepted. MARC reserves the right to reject any partial applications. Contractor shall initial the bottom of each page to acknowledge receipt of the information contained therein and shall return a full copy of this package as part of their bid application.
22. All prices must include PA state sales tax and other taxes when applicable.

INSURANCE TERMS AND CONDITIONS

The Contractor (and subcontractors if applicable) shall, at their own cost and expense, purchase and maintain in force for the duration of the contract the forms of insurance coverage described hereafter. Subcontractors must produce the same certificates and policies as required of prime Contractors, or the prime Contractors must submit copies of all policies to which must be attached endorsements indicating that the prime Contractor's insurance policy covers the subcontractors to the full extent required by the contracts. Such insurance shall be carried with financially responsible insurance companies, licensed to do business in the Commonwealth of Pennsylvania.

- A. General Liability Insurance – Coverage with a minimum limit of liability per occurrence of one million dollars (\$1,000,000.00) for bodily injury and one hundred thousand (\$100,000.00) for property damage. This insurance shall indicate on the certificate of insurance coverage for Independent Contractors and Subcontractors. The Montour Area Recreation Commission (PO Box 456, Danville, PA 17821) and Montour, LLC (c/o Real Estate Services, 835 Hamilton St, PL6, Suite 150, Allentown, PA 18101) shall be added as Additional Insured Parties.
- B. Automobile Liability Insurance – Coverage with a minimum limit of liability per occurrence of one million dollars (\$1,000,000.00) for bodily injury and one hundred thousand dollars (\$100,000.00) for property damage.
- C. Workers Compensation Insurance Statutory – Provision of workers' compensation insurance in compliance with the Workmen's Compensation Act of the Commonwealth of Pennsylvania.

Before beginning work, the Contractor shall also be required to sign an unconditional waiver of mechanics' and materialmen's liens against Montour, LLC.

If, at any time, any of the foregoing policies become unsatisfactory to MARC, as to form or substance, the Contractor shall, upon notice to that effect from MARC, obtain a new policy and submit the same for approval to MARC. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided above, this contract, at the discretion of MARC, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain, or the taking of and or maintenance of any required insurance, shall not relieve the Contractor from any liability under this contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

PA DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT GRANT REQUIREMENTS

This project is being funded by a Marketing to Attract Tourists grant from the Pennsylvania Department of Community and Economic Development, contract #C000070313. The Montour Area Recreation Commission (MARC), contractors and subcontractors shall be required to abide by the following grant terms and conditions:

COMPLIANCE WITH STATUTES AND REGULATIONS

MARC, Contractors and Subcontractors shall comply with all applicable state statutes and regulations.

NONDISCRIMINATION / SEXUAL HARASSMENT

In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this grant agreement or any subgrant agreement, contract, or subcontract, the Grantee (MARC), a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

The Grantee (MARC), any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

Neither the Grantee (MARC) nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.

Neither the Grantee (MARC) nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

The Grantee (MARC), any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

The Grantee (MARC), any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

The Grantee (MARC) and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, Contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

The Grantee (MARC), any subgrantee, Contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

The Grantee's (MARC's) and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination / Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

COMPLIANCE WITH THE STATE CONTRACTOR RESPONSIBILITY PROGRAM

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

(1) The Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

(2) The Contractor must also certify, in writing, that as of the date of its execution, of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.

(3) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Grantor if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

(4) The failure of the Contractor to notify the Grantor of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

(5) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

(6) The Contractor may obtain a current list of suspended and debarred Commonwealth Contractors by either searching the internet at <https://www.dgs.internet.state.pa.us/debarmentsearch/debarment/index> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA17125
Telephone No: (717) 783-6472
FAX No: (717)787-9138

COMPLIANCE WITH THE OFFSET PROVISION FOR COMMONWEALTH CONTRACTS

The Grantee (MARC) agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and is not being contested on appeal, against any payments due the Grantee under this or any other contract with the Commonwealth.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Contract. As a condition of accepting and executing this Contract, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs and activities provided by the Commonwealth through contracts with outside Contractors.

The Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Grantee's failure to comply with the provisions of the above paragraph.

REIMBURSEMENT FOR TRAVEL AND PER DIEM

Reimbursement to the Grantee for any travel, lodging or meals under this Contract shall be at or below state rates, unless the Grantee has higher rates which have been approved by its officers/officials, and published prior to entering into contract negotiations with the Commonwealth. Documentation in support of travel and per diem will be the same as required of state employees. Higher rates must be supported by a copy of the minutes or other official documents and submitted to the Grantor.

COMPLIANCE WITH ANTI-POLLUTION REGULATIONS

The Grantee and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

(1) Definitions. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- (A) "Affiliate" means two or more entities where:
 - (i) a parent entity owns more than fifty percent of the voting stock of each of the entities; or
 - (ii) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or
 - (iii) the entities have a common proprietor or general partner.
- (B) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- (C) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- (D) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- (E) "Financial Interest" means either:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (F) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- (G) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

(2) In furtherance of this policy, Contractor agrees to the following:

- (A) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- (B) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- (C) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- (D) Contractor shall not have a financial interest in any other Contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related parties have not:
 - (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (iii) had any business license or professional license suspended or revoked;
 - (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and

(v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor, The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- (E) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- (F) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- (G) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (H) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.
- (I) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

COMPLIANCE WITH THE PROHIBITION OF ILLEGAL ALIEN LABOR ON ASSISTED PROJECTS ACT

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

In the event that the Grantee:

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

RIGHT TO KNOW LAW PROVISIONS

- (1) The Grantee or Subgrantee understands that the Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL"). For the purpose of these provisions, the Term "the Commonwealth" shall refer to the Department of Community and Economic Development.
- (2) If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (3) Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - (A) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (B) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- (4) If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- (5) The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (6) If Grantee or Subgrantee fails to provide the Requested Information within the time-period required by these provisions, Grantee or subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur is a result of Grantee's or subgrantee's failure, including any statutory damages assessed against the Commonwealth.

(7) The Commonwealth will reimburse Grantee or subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

(8) Grantee or subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the office of open Records, or in the Pennsylvania courts, however, Grantee or subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

(9) The Grantee's or subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or subgrantee has Requested Information in its possession.

DRAFT

EQUIPMENT SPECIFICATIONS

The Montour Area Recreation Commission seeks the following new air-to-air heat pumps and accessories as noted below. Equipment shall be as manufactured by Trane, York, or Carrier.

FOR THE ENVIRONMENTAL EDUCATION CENTER:

OUTDOOR UNIT

- 10-ton capacity
- R-410A refrigerant
- Dual circuit / dual scroll compressors
- 208-230v / 3 phase / 60 hz
- 11.2 EER
- Provide rubber-in-shear isolators
- Trane model # TWA12043D, or equal model by York or Carrier

INDOOR UNIT

- 4,000 cfm
- Single zone vav unit
- High static motor
- 208-230v / 3 phase / 60 hz air handler
- 123,450 Btuh total cooling capacity / 90,960 Btuh sensible cooling capacity
- 68,360 Btuh heating capacity
- 26.2 / 34.9 kw 2-stage electric heater ; 208-230v / 3 phase / 60 hz heater
- Trane model # TWE12043BAA, or equal model by York or Carrier
- Provide digital programmable thermostat

FOR THE ENVIRONMENTAL EDUCATION CENTER OFFICES:

OUTDOOR UNIT

- 5-ton capacity
- R-410A refrigerant
- Scroll compressor
- 208-230v / 1 phase / 60 hz
- 12.0 EER
- Provide rubber-in-shear isolators
- Trane model # 4TWR5060, or equal model by York or Carrier

INDOOR UNIT

- 2,100 cfm
- Unit shall have ECM motor
- 208-230v / 1 phase / 60 hz air handler
- 58,200 Btuh total cooling capacity / 46,300 Btuh sensible cooling capacity
- 36,000 Btuh heating capacity
- 10.8 kw electric heater ; 208-230v / 1 phase / 60 hz heater
- Trane model # GAM5B0C60M51, or equal model by York or Carrier
- Provide Trane 'Pivot Smart' digital smart thermostat, or equal

FOR THE VISITORS' CENTER

OUTDOOR UNIT

- 6-ton capacity
- R-410A refrigerant
- Dual circuit / dual scroll compressors
- 208-230v / 3 phase / 60 hz
- 11.2 EER
- Provide rubber-in-shear isolators
- Trane model # TWA07243D, or equal model by York or Carrier

INDOOR UNIT

- 2,400 cfm
- Single zone vav unit
- High static motor
- 208-230v / 3 phase / 60 hz air handler
- 79,000 Btuh total cooling capacity / 56,300 Btuh sensible cooling capacity
- 36,200 Btuh heating capacity
- 18.7 / 24.9 kw 2-stage electric heater ; 208-230v / 3 phase / 60 hz heater
- Trane model # TWE07243BAA, or equal model by York or Carrier
- Provide digital programmable thermostat

DRAFT

BID INFORMATION

We do hereby propose to furnish all labor, equipment and materials as might be required to successfully complete this project and do hereby agree to abide by the terms and conditions of this contract.

BID PRICE (INCLUDING ALL APPLICABLE TAXES) _____

Bidder _____

Address _____

Telephone _____

Email _____

By: _____

Authorized signature

Attest: _____

Secretary of corporation (if applicable)

Place Corporate Seal
impression here
(if applicable)

List of any subcontractors:

Business Name	Contact Person	Telephone
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1. _____	_____	(____) _____
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2. _____	_____	(____) _____
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For MARC (to be signed only after contract is approved):

Chairperson, MARC

Director, MARC

REFERENCES / EXCEPTIONS

Contract Names of Reference:

Name	Telephone
1. _____	(____) _____
2. _____	(____) _____
3. _____	(____) _____

Written exceptions to any terms and conditions of the bid as outlined:

DRAFT

CONTRACTOR RESPONSIBILITY CERTIFICATION

I do hereby certify that as of this date, neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority.

If the Contractor cannot so certify, a written explanation of why such certification cannot be made is provided below.

I do hereby also certify that as of this date the Contractor has no tax liabilities or other Commonwealth obligations.

I do hereby acknowledge that the Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Montour Area Recreation Commission if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

I do hereby acknowledge that the failure of the Contractor to notify the Montour Area Recreation Commission of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

Finally, I do hereby agree to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

If a certification cannot be made, please explain here:

By: _____
Authorized signature

Date: _____

Attest: _____
Secretary of corporation (if applicable)

Place Corporate Seal
impression here
(if applicable)

SUBMISSION CHECKLIST

A bid submission shall be considered incomplete and ineligible for consideration unless all of the following items have been completed and/or submitted with a bid submission.

Contractor shall initial each line item to acknowledge completion of the requirement.

1. _____ We have attended the mandatory pre-bid meeting on May 8 (*see page 3*)
2. _____ We have initialed the bottom of each page of this document and have returned a full copy of the 22-page document with our submission
3. _____ We have provided a 10% security as required (*see page 3*)
4. _____ We have provided proof of general liability insurance, automobile insurance and workers' compensation insurance coverage (*see page 5*)
5. _____ In the event we are awarded this contract, we agree to sign an unconditional waiver of mechanics' and materialmen's liens against Montour, LLC (*see page 3*)
6. _____ We have read and agree to abide by and be bound by the PA Dept. of Community & Economic Development grant requirements (*see pages 6 – 16*)
7. _____ We have completed the Bid Information and have properly completed all required information (*see page 19*)
8. _____ We have included all applicable taxes in our bid
9. _____ We have provided three names of reference and have noted any exceptions to any terms and conditions of the bid as outlined (*see page 20*)
10. _____ We have completed the Contractor Responsibility Certification (*see page 21*)