

**North Penn School District**  
Lansdale, Pennsylvania 19446

**General Conditions for Bid**

1. The North Penn School District Board of School Directors invites bidders to submit sealed bids for the furnishing and delivery of NPSD Asphalt Paving Repairs 2016-2019.
2. Bids will be accepted until **2:00 PM Monday, May 9, 2016**, at which time they will be opened at a public meeting at the **Educational Service Center, 401 E. Hancock St., Lansdale, PA**.
3. A pre-bid conference will not be scheduled for this bid but if you are interested in visiting the sites, please call 215-853-1051 to schedule a visit. Preferred date for site visits is Wednesday, May 4, 2016.
4. The bid should be submitted in a sealed envelope and clearly marked on the outside, **“NPSD Asphalt Paving Repairs 2016-2019”**.
5. Bids shall be submitted on the enclosed Bid Proposal Form. Bids must be typewritten or written with ink and signed by the individual, partners, or corporate officer.
6. The successful bidder shall bid in strict accordance with the specifications as set forth. Exceptions to the specifications must be clearly stated in the bid submission.
7. **A BID BOND OR CERTIFIED CHECK IN FAVOR OF THE NORTH PENN SCHOOL DISTRICT IN THE AMOUNT OF 5% OF THE TOTAL BID IS REQUIRED FROM EACH BIDDER AND MUST BE ENCLOSED WITH THE BID. THE BOND MUST BE ISSUED BY AN INSURANCE COMPANY.**  
Only the bid bonds or certified checks of the successful bidders will be held until all terms of the contract are completed. The bid bonds or certified checks of the unsuccessful bidders will be returned at the time of the awarding of the contract.
8. Delivery must be fully completed by; as required per the specification.
9. The North Penn School District reserves the right to reject or accept any or all bids or any portion thereof and to waive any informalities permitted by law. Bids must remain firm for a period of sixty (60) days from the date of bid opening. The School District reserves the right to select the next lowest responsible bidder if a vendor's award totals is less than \$300.00.
10. When a catalog reference follows the description of an item, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded only as a part of the description of the item, and is not intended to limit competition.
11. Bid items must be equal in all respects to those described in the specifications or referred to by catalog number. Should the bidder quote an alternate, complete specifications of the alternate must be provided, including a picture. It is the responsibility of the bidder to establish the equality of the material offered. Failure to supply these specifications may result in the rejection of your bid.
12. Bidder shall insert the price per stated unit and the total cost extension against each item in the schedule hereto annexed, which the bidder has proposed to furnish and deliver. The unit price inserted must be net and must include all delivery charges – No Exceptions. In the event of a discrepancy between the unit prices and the total cost extension, the unit price will govern. The total bid is to be the sum of the quantity times the unit price for each item.
13. Bids may be awarded on an item-by-item basis. Quantities included in this bid are subject to change prior to order placement.
14. A purchase order issued by the School District covering any or all items included in this bid shall constitute a contract binding upon the bidder and the School District.
15. No charge will be allowed for federal, state, or municipal sales or excise taxes, for which the school district is exempt by law. The bid price shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
16. The bidder agrees, if awarded an order, to furnish and deliver the said articles at such time, to such place, and in such quantities as specified, and that all of the articles shall be subject to the inspection and approval of the School District. Acceptance of delivery of materials or equipment to the site shall not constitute final acceptance by the School District. In the event that any articles are rejected as damaged, or not in conformance with these specifications, such articles shall be removed immediately and other articles of proper quality as set forth in these specifications shall be furnished in place thereof, all at the expense of the successful bidder.
17. In the event that the successful bidder should neglect or refuse to furnish or deliver any articles or any part thereof, or to replace any articles which are rejected as stated in the preceding paragraph, then the School District is authorized and empowered to purchase articles in conformity with this order from such party or parties, and in such manner as it shall select, at the expense of the successful bidder, or to cancel the contract reserving to itself, nevertheless, all rights for damages which may be incurred by the School District.

General Conditions for Bid

Bid Title: NPSD Asphalt Paving Repairs 2016-2019

Due Date: 2:00PM Monday, May 9 2016

17. The bidder, upon request, shall submit samples for any or all items on which a price is quoted, within three (3) days after such request is made. These samples shall be plainly marked with the name of the product, the name of the bidder, and the item number as shown on the proposal form. Samples may be returned at the expense of the bidder. Also upon request, the bidder must supply, within three (3) days, a list of schools and/or businesses using the item indicated in their bid.
18. On bids for Services involving the furnishing of labor and/or materials, the successful bidder shall be required to furnish performance and payment bonds in the amount of 100% of the bid.
19. On bids for Services involving the furnishing of labor, materials, and/or equipment, while said Services are being performed the successful bidder must maintain in full effect the following minimum insurance coverage:
  - 19.1 Workers' Compensation.
  - 19.2 Comprehensive public liability in the sum of \$100,000 for each person and \$300,000 for each accident, including contract liability. Such shall be endorsed with a save harmless clause in favor of the North Penn School District, its officers, members, and employees.
  - 19.3 Property damage in the amount of \$50,000.
  - 19.4 Automobile and truck insurance in an amount not less than \$300,000 on account of any one accident, and property damage in amount not less than \$50,000.
  - 19.5 If special hazards, such as might result from blasting, represent a possibility, these shall be covered by a rider to the policy or policies in an amount of not less than \$50,000.

Prior to the beginning of the Service, etc., to be performed, a certificate of insurance shall be furnished to the School District showing the insurance coverages required above. The Contractor shall assume full responsibility for loss of life and property, injuries to persons, including all employees of the Contractor or Subcontractors.
20. Items shipped DIRECT FROM THE FACTORY must show North Penn School District purchase order numbers on the cartons.
21. Invoicing: Invoices must be submitted for each individual school, completely itemized, and covering each shipment. They should show North Penn School District item numbers, the same as packing slips. No photocopy of a Bid or Purchase Order will be accepted in lieu of an itemized invoice.
22. ASBESTOS: In the event a contractor by virtue of his work for the District discovers asbestos, the contractor must immediately notify the District and perform no further work in connection with the asbestos. If directed by the District to remove the asbestos, the contractor must take all steps required by all federal, state, and local agencies regarding asbestos removal. The asbestos removal operations may be the subject of a change order or a supplemental contract to this contract, or a separate contract to another contractor as the District may determine. If a contractor fails to meet the requirements of the federal, state, and local regulations and these specifications related to the discovery, removal, and clean-up, the contractor shall be subject to immediate termination and the contractor shall be responsible for all costs and expenses related to the removal and cleanup of the asbestos including architect and engineering fees.
23. DISCRIMINATION PROHIBITED: According to Section 755, Public School Code of Pennsylvania, 1949 as amended, the contractor agrees:
  - 23.1 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 who is qualified and available to perform the work to which the employment relates;
  - 23.2 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 this contract on the account of race, creed or color;
  - 23.3 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 this contract; and,
  - 23.4 That this contract may be canceled 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 and conditions of the contract.

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Due Date: **2:00PM Monday, May 9 2016**

24. **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 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.
25. **COMPETENT WORKERS:** 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 hours by employers of organized labor in doing of similar work in the district where the work is being done.
26. **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 acceptance to any one material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal," they shall be subject to equals only as approved by the architect, engineer and/or School District.
27. **PREVAILING WAGE:** It is the responsibility of the bidder to determine compliance with the Pennsylvania Prevailing Wage Act and to adhere to all regulations governing this Act.
28. **COMPLIANCE WITH POLICY/LAW:** Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

Contractor shall maintain and provide to the District a current Child Abuse History Clearance as provided by the Pennsylvania Department of Human Services, a satisfactory PA State Criminal History Report, and a Federal Criminal History Record Report (FBI Fingerprinting) for each individual engaged by Contractor to provide services who will have direct contact with children, including Contractor (if an individual).

Contractor agrees to comply with the provisions of Act 168 of 2014, Employment History Review Law and, to the extent applicable, Act 126 of 2012, Child Abuse Recognition and Reporting Training.

Signature

Title

Date

Printed Name

Company Name

Address

Phone Number

Fax Number

Email Address

**North Penn School District**  
Lansdale, Pennsylvania 19446-3807

**Non-Collusion Affidavit**

**Instructions:**

1. This 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 sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This 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.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement 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 associated approval or submission of the bid.
4. 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.
5. 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 non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

For Bid for **NPSD Asphalt Paving Repairs 2016-2019**

State of \_\_\_\_\_ County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my 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 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 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 non-competitive bid or other form of competitive 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 non-competitive bid.

**Non-Collusion Affidavit (con't.)**

5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under  
(name of my firm)  
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 \_\_\_\_\_ understands and acknowledges that the above representations are material and  
(name of my firm)  
important, and will be relied on by North Penn School District in awarding the contract 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 the North Penn School District of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name)

and

\_\_\_\_\_  
(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**North Penn School District**  
Lansdale, PA 19446

**Vendor's/Contractor's Qualification Statement**

The Undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

|                   |       |                     |
|-------------------|-------|---------------------|
| Submitted by:     | _____ | Corporation _____   |
| Name:             | _____ | Partnership _____   |
| Address:          | _____ | Individual _____    |
| Principal Office: | _____ | Joint Venture _____ |
| Phone:            | _____ | Other _____         |

1. How many years has your organization been in business as a vendor/contractor?
  
2. How many years has your organization been in business under its present business name?
  
3. If a corporation, answer the following:
  - a. Date of Incorporation: \_\_\_\_\_
  - b. State of Incorporation: \_\_\_\_\_
  - c. President's name: \_\_\_\_\_
  - d. Vice President's name(s): \_\_\_\_\_
  - e. Secretary's or Clerk's name: \_\_\_\_\_
  - f. Treasurer's name: \_\_\_\_\_
  - g. List names and address of all parties holding greater than 10% interest in the corporation.
  
4. Trade References:
  
5. Bank References:
  
6. Name of bonding company and name and address of agent:

7. Dated at

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

8. \_\_\_\_\_ being duly sworn deposes and says that he/she is the

\_\_\_\_\_ of Vendor/Contractor and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public:

My commission Expires:

**Vendor's Contractor's Qualification State Abbrev.**

**NORTH PENN SCHOOL DISTRICT  
Lansdale, PA 19446**

**ASPHALT PAVING BID 2016-2017**

SPECIFICATIONS

1. General

The North Penn School District solicits bids for asphalt paving. Work on the proposed projects will be done as required for the period from June 1, 2016 through June 30, 2017. Each bid will be based on per square yard or per gallon unit costs for the specified work to be completed. The work could be performed at the following buildings:

|   |   |  |
|---|---|--|
| North Penn High School<br>1340 Valley Forge Road<br>Lansdale, PA 19446      | Bus Garage<br>1350 Valley Forge Road<br>Lansdale, PA 19446                  | Northbridge School<br>2374 North Penn Road<br>Hatfield, PA 19440                 |
| Pennbrook Middle School<br>1201 East Walnut Street<br>North Wales, PA 19454 | Penndale Middle School<br>400 Penn Street<br>Lansdale, PA 19446             | Pennfield Middle School<br>726 Forty Foot Road<br>Hatfield, PA 19440             |
| Bridle Path Elementary<br>200 Bridle Path Road<br>Lansdale, PA 19446        | Gwyn-Nor Elementary<br>139 East Hancock Road<br>North Wales, PA 19454       | Gwynedd Square Elem<br>1641 Supplee Road<br>Lansdale, PA 19446                   |
| Hatfield Elementary School<br>1701 Fairgrounds Road<br>Hatfield, PA 19440   | Inglewood Elementary<br>1313 Allentown Road<br>Lansdale, PA 19446           | Knapp Elementary<br>698 Knapp Road<br>Lansdale, PA 19446                         |
| A. M. Kulp Elementary<br>801 Cowpath Road<br>Hatfield, PA 19440             |   | General Nash Elementary<br>1560 Liberty Bell Drive<br>Harleysville, PA 19438     |
| North Wales Elementary<br>201 Summit Street<br>North Wales, PA 19454        | Oak Park Elementary<br>500 Squirrel Lane<br>Lansdale, PA 19446              | Walton Farm Elementary<br>1610 Allentown Road<br>Lansdale, PA 19446              |
| York Avenue Elementary<br>700 York Avenue<br>Lansdale, PA 19446             | Educational Service Center<br>401 East Hancock Street<br>Lansdale, PA 19446 | Support Services Center<br>630 West 8 <sup>th</sup> Street<br>Lansdale, PA 19446 |

2. Conditions

- A. Furnish all tools, equipment, labor and materials and perform all operations necessary for the complete paving of the work of this section in strict accordance with these specifications.
- B. During the course of the installation, the contractor shall not allow debris from his work to accumulate at the project. At the completion of his work, all excess material and all debris caused by the paving shall be removed from the site by the contractor. Any damage caused by



the contractor to existing North Penn School District property shall be repaired by the contractor, including backfilling and seeding areas adjacent to new paving at his expense prior to final payment for work completed.

- C. Guarantee: The contractor shall furnish a written one-year guarantee as of the date of acceptance of the paving by the owner, covering repair or replacement due to defects in workmanship or materials.
- D. Pre-Work Visit: The successful bidder is to examine job conditions, review job requirements, and determine exact area dimensions prior to starting work. Appointments for on-site visits can be made by contacting:

David Kelley  
 North Penn School District  
 215-853-1104

- E. Permits – It is the contractor’s responsibility to verify with if permits are required and secure the township permits prior to commencing work. The contractor must abide by all township ordinances pertaining to the work including work hours.
- F. Bid Security – Bid bond or certified check should be based on the budgeted amount anticipated to be spent on Asphalt Paving - \$100,000.00.

3. Quality Assurance

- A. Contractor shall supply PennDot approved HMA or WMA specifications and mix designs from their supplier.
- B. Contractor must have a minimum of five years of experience.
- C. Contractor must provide a list of 10 references of similar work with a contact person and phone number.
- D. No subcontracting is permitted.

4. Safety

- A. Safety of students, staff and visitors is paramount in executing this contract. The contractor should never compete with school activities to continue/complete his work. If necessary, this contractor will return to occupied areas after normal working hours.
- B. All work under this contract must follow ALL state and federal environmental rules and regulations.

5. Type of Asphalt Paving for Which Bids Are Solicited

A. PARKING LOT /ROADWAY WORK:

- 1) Furnish and install 2” ID-2 Wearing course includes Cleaning and prep area, apply Tack coat to the area, and installing 2” after compaction of ID-2 Wearing Course. Seal seams, curbs, manholes, etc. with AC20.

Bid price per Square Yard \_\_\_\_\_

- 2) Excavate/Mill asphalt to a depth of 4", dispose excavation off-site, clean area, install 2" ID-2 Binder Course asphalt, apply Tack coat, and install 2" after compaction of ID-2 Wearing course. Seal seams, curbs, manholes, etc. with AC20.

Bid price per Square Yard \_\_\_\_\_

- 3) Excavate/Mill asphalt and stone base 10" and dispose off site, compact sub grade, install 6" 2A modified stone, 2" ID-2 Binder Course after compaction, apply Tack coat, install 2" after compaction of ID-2 Wearing Course. Seal seams, curbs, manholes, etc. with AC20.

Bid price per Square Yard \_\_\_\_\_

- 4) Excavate soils 10" dispose off-site, compact sub grade, install 6" 2A modified stone, 2" ID-2 Binder Course asphalt after compaction, apply Tack coat, and install 2" after compaction of ID-2 Wearing course. Seal seams, curbs, manholes, etc. with AC20.

Bid price per Square Yard \_\_\_\_\_

**B. ASPHALT WALKWAY/PLAYING AREAS:**

- 1) Furnish and install 2" ID-2 Wearing course includes cleaning and prep area, apply Tack coat to the area, and installing 2" after compaction of ID-2 Wearing course. Seal seams, curbs, manholes, etc. with AC20.

Bid price per Square Yard \_\_\_\_\_

- 2) Excavate/Mill asphalt to a depth of 4", dispose excavation off-site, clean area, install 2" ID-2 Binder Course asphalt, apply Tack coat, and install 2" after compaction of ID-2 Wearing course.  
Seal seams, curbs, manholes, etc. with AC20.

Bid price per Square Yard \_\_\_\_\_

- 3) Excavate/Mill asphalt and stone base 10" and dispose off site, compact sub grade, install 6" 2 A modified stone, 2: ID-2 Binder Course after compaction, apply Tack coat, install 2" after compaction of ID-2 Wearing Course. Seal seams, curbs, manholes, etc. with AC20.

Bid price per Square Yard \_\_\_\_\_

- 4) Excavate soils 10” dispose off-site, compact sub grade, install 6” 2A modified stone, 2” ID-2 Binder course asphalt after compaction, apply Tack coat, and install 2” after compaction of ID-2 Wearing course. Seal seams, curbs, manholes, etc. with AC20.

Bid price per Square Yard \_\_\_\_\_

C. POTHOLE REPAIR:

- 1) Neat cut area, excavate asphalt 10” and dispose off-site, install 6” 2A Modified stone, 2” ID-2 Binder course asphalt after compaction apply Tack coat and install 2” after compaction of ID-2 Wearing course. Seal seams, curbs, manholes, etc. with AC20.

Bid price per Square Yard \_\_\_\_\_

D. ASPHALT JOINT AND CRACK SEALING - ¼” TO 1” WIDE CRACK

- 1) Perform asphalt joint and crack sealing in accordance with PennDOT Pub 408 Section 469 using rubberized joint sealing material specified in Section 705.4(c).

Linear Foot of Crack \_\_\_\_\_

E. ASPHALT JOINT AND CRACK SEALING – OVER 1” WIDE CRACK

- 2) Perform asphalt joint and crack sealing in accordance with PennDOT Pub 408 Section 469 using rubberized joint sealing material, backer rod or sand filler specified in Section 705.4(c).

Linear Foot of Crack \_\_\_\_\_

**NORTH PENN SCHOOL DISTRICT**  
**Lansdale, PA 19446**

**Asphalt Paving – 2016 - 2017**

We the undersigned have reviewed the specifications for Asphalt Paving and propose to bid in strict accordance with the attached specifications and terms and conditions as set forth in the attached documents. Each bidder is requested to record their bid price for each item on the specification and it will serve as the bid proposal form.

**NOTE:** The bid prices for this proposed work shall remain in effect from the bid opening date until June 30, 2017.

---

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Bid Bond

\_\_\_\_\_  
Certified Check