

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 Carpet and Tile Installation 2016.
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 non-mandatory pre-bid conference will be scheduled for this bid on 11:00AM Wednesday, May 4, 2016, at the Support Services Building, 630 West 8th Street, Lansdale, PA 19446.
4. The bid should be submitted in a sealed envelope and clearly marked on the outside, **“Carpet and Tile Installation 2016”**.
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: Carpet and Tile Installation 2016

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.

General Conditions for Bid

Bid Title: Carpet and Tile Installation 2016

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 seq., 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 **Carpet and Tile Installation 2016**

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
Support Services Center
630 W. Eighth Street
Lansdale, PA 19446**

Carpet and Tile Installation

SCOPE OF WORK

1.0 Purpose

The purpose of this project is to remove, prep and install broadloom carpeting and vinyl composition tile and base in various buildings. The locations for the work are listed below.

North Penn High School 1340 Valley Forge Road Lansdale, PA 19446	Penndale Middle School 400 Penn Street Lansdale, PA 19446	Bridle Path Elementary 200 Bridle Path Road Lansdale, PA 19446
Gwyn-Nor Elementary 139 East Hancock Road North Wales, PA 19454	Knapp Elementary 698 Knapp Road Lansdale, PA 19446	

2.0 Contract

A purchase order will be issued to the most qualified low bidder.

2.1 Contract Period

The contract period for this work is firm and fixed. Starting date for this contract is **June 10, 2016** and all work must be completed on or before **August 12, 2017**. If needed, it will be the contractor's responsibility to perform work on this project on weekends and after normal hours to accomplish this work prior to the completion date. The contractor's unit prices shall reflect this fact. In no case will North Penn School District (NPSD) pay overtime or a premium for work outside of normal working hours. Normal working hours are Monday thru Friday 7:30 AM to 4:30 PM. The contractor must give NPSD 48 hours advance notice of work to be performed outside of normal working hours.

2.2 Contract Pricing

This contract is a unit priced contract **with the estimated bid quantities establishing the apparent low bidder**. The contractor will be issued a unit price contract. The North Penn School District does not guarantee nor states that the estimated quantities are the actual quantities of work for this contract. The estimated quantities could increase or decrease depending on the need and conditions on site. The contractor is responsible to all measurements and verifying the areas and quantities required.

2.3 Contract Application for Payments

The contractor shall submit invoices in accordance with the following requirements:

- Invoices must be submitted covering work completed.
- Payments will be submitted the 15th of the month for payment no later than the 30th of the following month.
- No interim payments can be made.

3.0 Contract Staffing

The contractor shall provide sufficient staffing to accomplish this work in the allotted time frame. Contractor's foreman or superintendent will be on NPSD property during all work performed under this contract.

4.0 Work and/or Equipment Provided by North Penn School District

North Penn School District will not provide any labor, materials or equipment to the contractor for any work under this contractor.

North Penn School District will be self-performing the parking lot striping on many parking lots.

The North Penn School District will provide a "clerk of the works" to observe and verify the quantities of work being installed.

5.0 Disposal of Waste Material

All waste materials generated by the contractor performing work under this contract will be disposed of off site by the contractor at the contractor's expense.

6.0 Submittals

The contractor shall submit the following:

- Provide product data on all supplied materials, including but not limited to:
 - Broadloom Carpeting
 - VCT Tile
 - Base

7.0 Quality Assurance

The contractor shall:

1. The contractor shall employ only skilled workmen fully experienced in this type of work.
2. Carpet shall be installed, using continuous lengths and as broad widths as possible to minimize the placement of seams in traffic lanes. Cut edges shall be appropriately treated to form invisible and non-traveling joints where exposed. Carpet shall be installed in accordance with manufacturer's recommendations for seaming technique.
3. Installed carpet shall be free of spots, dirt or soil, and shall be without tears, frayed or pulled tufts.

8.0 Field Measurements

It is the contractor's responsibility to verify all measurements and quantities for this contract. The North Penn School District shall provide field personnel to measure all quantities installed to verify quantities issued by the contractor.

9.0 Project Conditions

This work is being performed on school district properties that may have other construction or school activities occurring at the time of this work. The contractor is required to coordinate his work and with all activities.

10.0 Details of Work

4. Furnish all tools, equipment, labor and materials and perform all operations necessary for the complete installation of the work of this section in strict accordance with these specifications.
5. Remove all carpet.
6. Prepare all subfloors as needed.
 - a. Floor construction and surfaces to receive carpeting shall be inspected for cracks and voids. These cracks and voids must be filled with latex emulsion filler.
7. Provide all adhesives.
8. Furnish and install all carpeting material.
9. Furnish and install all reduction material.

10.5 Carpet and Tile Locations

The contractor is to remove, prep, and install the floor finish as indicated and as directed at the following locations:

School	Rooms	Est. Square Feet	Existing Finish	Removal Yes/No	Prep Minor/Full	New Finish	Base 4" or 6"
Bridle Path	102, 103, 104	1,550	Carpet	Yes	Minor	Carpet	6"
Gwyn-Nor	Faculty	410	Carpet	Yes	Minor	Carpet	4"
Knapp	Office, Band	1,240	Carpet	Yes	Minor	Carpet	4"
Oak Park	Hallway	1,920	Carpet	Yes	Minor	VCT	4"
Oak Park	Office	1,000	Carpet	Yes	Minor	Carpet	4"
Penndale	10 Clrms	6,400	VAT	No	Full	VCT	4"
High School	Offices	3,470	Carpet	Yes	Minor	Carpet	4"
High School	Hallway	400	VCT	Yes	Minor	Carpet	4"

11.0 Materials

Following are the specifications for the specific materials required for this project.

11.1 Broadloom Carpeting

Shaw – Field Trip (60665)

10. Construction – pattern loop
11. Fiber – eco solution q® nylon
12. Dye Method – 83% solution dyed/17% yarn dyed
13. Tufted Weight – 28.0 oz/sqyd
14. Pattern Repeat – ½”w x 3 6/32”I
15. Secondary Backing - ecoworx® performance broadloom
16. Protective Treatment - ssp® shaw soil protection
17. Nds smoke – (ASTM E 662) less than 450
18. Multiple colors may be selected

11.2 Vinyl Compositon Tile (VCT)

Armstrong – Standard EXCELON®

1. International Product Specifications – ASTM F 1066 Class 2 – Through Pattern, ISO 10595, Type II
2. Overall Thickness – 1/8”
3. Wear Thickness – 1/8”
4. Finish – Fast Start Factory Finish
5. Tile Size – 12” X 12”
6. Multiple colors may be selected

11.3 Vinyl Base

Roppe – Vinyl Composition Base

1. Thickness – 1/8”
2. Height – 4” or 6” where applicable
3. Carpet Profile – no toe
4. VCT Profile – standard toe

12.0 Cleaning and Protection

1. During the course of the project, the contractor shall not allow debris from his work to accumulate at the project site. At the completion of his work, all excess material and all debris caused by the carpet installation 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 at his expense prior to final payment for work completed.
2. At completion of work at all area the contractor shall vacuum or sweep the rooms.
3. The North Penn School District shall be responsible to strip and wax the new VCT flooring.

13.0 Warranty

Warranty: The contractor shall furnish a written two-year warranty as of the date of acceptance of the installation by the owner and prior to payment. The warranty shall cover repair or replacement due to defects in workmanship or materials.

END OF SPECIFICATION

North Penn School District
Carpet and Tile Installation
Bid Proposal

Price to provide all labor, materials, equipment, supervision, overhead and profit to provide the services as specified in the specifications.

School	Unit	Estimated Bid Qty	Cost per Unit	Total Bid (To Establish Low Bidder)
Bridle Path Carpet	sqft	1,550	\$	\$
Gwyn-Nor Carpet	sqft	410	\$	\$
Knapp Carpet		1,240	\$	\$
Oak Park VCT		1,920	\$	\$
Oak Park Carpet		1,000	\$	\$
Penndale VCT		6,400	\$	\$
High School Carpet		3,870	\$	\$
			Estimated Total	\$

Unit Price to provide all labor, materials, equipment, supervision, overhead and profit to provide the services as specified in the specifications. Price to include removal of existing finish (if noted), installation of the carpet or VCT with base.

Task	Unit	Cost/Unit
Carpet install w/existing finish removal	sqft	\$
VCT install w/existing finish removal	sqft	\$
VCT install w/ no removal	sqft	\$
Minor floor patch	sqft	\$
Complete skim floor prep	sqft	\$

AFFIX CORPORATE SEAL

By: _____
Signature

Name of Firm

Telephone Fax

Address of Firm

Email

City State Zip code