INFORMATION FOR BIDDERS

TABLE OF CONTENTS

1.0 General. 3

1.01 Project Information: 3

2.0 Electronic Bidding Information. 3

2.01 Electronic Bidding Statement. 3

2.02 Use of PennBid. 3

2.03 Obtaining Bid Documents. 4

2.04 Questions During the Bidding Period. 4

2.05 Submission of Bids. 4

2.06 PennBid Support. 5

3.0 Bid Preparation. 5

3.01 Examination & Responsibility. 5

3.02 Condition of Work. 5

3.03 Obligations of Bidders. 6

3.04 Addenda, Bid Specification Challenges and Interpretations. 6

3.05 Qualifications of Bidders. 7

3.06 Disclosure Statement 7

3.07 Manufactured Articles 8

3.08 Bid Security & Consent of Surety 10

4.0 Submission of Bids. 11

4.01 General. 11

4.02 Price to Include. 11

4.03 Rejection of Bids 12

4.04 Award of Bid 13

5.0 Contracts. 13

5.01 Drawings and Specifications to be Furnished. 13

5.02 Performance, Payment and Maintenance Bonds. 14
5.03 Laws and Regulations. 15
5.04 Permits. 15
5.05 Contract Documents. 15
5.06 Notice to Proceed 15
6.0 Nondiscrimination Requirements 16
6.01 Nondiscrimination Clause 16
6.02 Contract Procedures. 20
6.03 Equal Opportunity for Individuals with Disabilities. 20
7.0 Form of Contract 22
8.0 Certificate of Insurance. 26
8.01 Insurance Requirements. 26
8.02 Sample Certificate of Liability Insurance Certificate. 28
9.0 Prevailing Wage Determination. 29

1.0 GENERAL.

1.01 Project Information:

A.	Project Title:	Middletown North Station Improvements
B.	Project County:	Bucks County
C.	Local Contracting Agency:	Middletown Township 3 Municipal Way Langhorne, PA 19047
D.	Design Professional:	Remington & Vernick Engineers (RVE) 1010 Stony Hill Road, Suite 175 Yardley, PA 19067

2.0 ELECTRONIC BIDDING INFORMATION.

2.01 Electronic Bidding Statement.

A. In accordance with Title 62, Pennsylvania Code, Section 4603, local government units in the Commonwealth of Pennsylvania are allowed to utilize electronic bidding.

B. The Local Contracting Agency is utilizing the PennBid electronic procurement program ("PennBid") to solicit bids for this project. Any alternate forms of bid submission will not be permitted for this project. Any bids received by means other than through PennBid will not be considered and will be returned to the bidder unopened.

2.02 Use of PennBid.

A. PennBid can be accessed by visiting the following website URL on the internet: https://pennbid.bonfirehub.com/

B. Interested bidders are required to register on PennBid. There is no cost associated with registering on PennBid. Once registered and logged into PennBid, bidders view a complete listing of all currently available solicitations from every agency utilizing PennBid. Interested bidders can click the "View Opportunity" button next to the listing for this project to access the project solicitation.

C. PennBid is a sealed bidding system and has the electronic capability to maintain the confidentiality of the bid until the bid opening time.

D. Only the successful bidder for a contract will be responsible for payment of a fee to PennBid and for bearing the cost thereof. The amount of the fee due to PennBid is either 1/3% (0.0033)

of the initial contract award amount for fixed fee contracts or 1/6% (0.00166) of the expected contract value for term contracts and will be invoiced by PennBid to the successful bidder upon award of a contract by the Local Contracting Unit. The minimum fee is set at $150.00 and the maximum fee is capped at $6,000.00. For this project, the contract shall be a Fixed Fee type contract.

2.03 Obtaining Bid Documents.

A. Bidders can access all bid documents during the bidding period by visiting the project solicitation on PennBid and then selecting the "Supporting Documents" section of the "Project Details" tab within the project solicitation.
B. All bid documents, including plans and specifications, can be downloaded from PennBid at no cost to the bidder. Once downloaded from PennBid, bidders may print any of the bid documents and may forward them to subcontractors or suppliers. Bidders are responsible for paying for any prints desired during the bidding period and for bearing the cost thereof.

2.04 Questions During the Bidding Period.

A. All questions during the bidding period must be submitted through PennBid. Answers to any questions received during the bidding period will be distributed to all bidders through PennBid. Any questions received by means other than through PennBid will not be answered. Whether a question is responded to by the Local Contracting Agency is at the sole discretion of the Local Contracting Agency.
B. Bidders can submit questions by visiting the project solicitation on PennBid and selecting the "Ask A Question" button from within the project solicitation. Questions may be submitted until the question cutoff time that is established on the "Project Details" tab within the project solicitation.

2.05 Submission of Bids.

A. Bidders must submit their bid by visiting the bid tab on PennBid and selecting the "Submissions" section from within the project solicitation. Bidders shall follow the guidelines from the PennBid Bonfire Vendor Support webpage for "Creating a Submission".
B. An electronic copy of all required documents must be submitted to PennBid along with the bidder's electronic bid. Prior to submitting required documents to PennBid, the bidder must complete the documents, including any signatures and notarizations required. In order to submit an electronic copy of the required documents, the bidder must scan the completed

documents and create either a single electronic file or a single zipped folder containing all required documents. Then the bidder must upload the file or zipped folder to PennBid by selecting the "Prepare Your Submission" button on the “Submissions” section and then selecting “Upload File” for each requested document.

C. After completing the electronic bid form and uploading all required documents to PennBid, the bidder must click the "Submit & Finalize My Submission" button at the bottom of the electronic bid form to submit their bid.

D. Verifying Bid Submission. If the bid was submitted properly on PennBid, the bidder will receive a “Submission Receipt” appearing in the middle of their screen stating "Submission Complete!".

E. Bid Withdrawal Prior to Bid Opening Time. A bidder may withdraw their own bid at any time prior to the bid opening time. In order to withdraw their bid, the bidder must click the "Withdraw Bid" button at the bottom of the electronic bid form.

2.06 PennBid Support.

A. There are several Help Guides and Frequently Asked Questions (FAQs) available on the PennBid website.

B. If additional technical support is needed in relation to PennBid, bidders should call PennBid at (610) 693-4769.

3.0 BID PREPARATION.

3.01 Examination & Responsibility.

A. Bidders are directed to examine for themselves the drawings, specifications, estimated quantities and the location of the proposed work. They shall exercise their own judgment as to the scope and nature of the work, the difficulties to be encountered and the quantities that may actually be required to complete the proposed work. Each bidder is fully responsible for having reviewed and understood these specifications prior to submitting their bid, and for ensuring that their bid covers and complies with all requirements of the Contract Documents and shall not at any time thereafter assert any claim related to a misunderstanding of the nature or amount of work to be done.

3.02 Condition of Work.

A. Each bidder must inform themselves fully of the conditions relative to the construction under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the construction as set forth in the bid. In carrying out their work, the Contractor must employ such means or methods that will not cause any interruptions or interference with the work of any other contractor (if applicable).

3.03 Obligations of Bidders.

A. At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings and contract documents (including all addenda). The failure or omission of a bidder to receive or examine any form, instrument or documents shall in no way relieve the bidder from any obligations contained therein.

3.04 Addenda, Bid Specification Challenges and Interpretations.

A. The Table of Contents for the technical specifications provides an index of each of the individual technical specification sections for this project and each of the individual technical specification sections include page numbering. If any bidder finds that any page is either illegible or is missing, they should immediately request the affected page(s) by submitting a question on PennBid, to include a listing of the missing page number(s). If the affected pages are determined to either be illegible or missing from the bid documents provided on PennBid, then the affected pages will be uploaded directly to PennBid and distributed to all bidders. Issuance of any such pages will not be considered an Addendum to the contract or specifications.

B. Failure by a bidder to receive or acknowledge receipt of any notice, revision or addenda to the bid advertisement, specifications or bid documents, which have been duly issued and distributed, shall not relieve the bidder from any obligations introduced by the provisions of the same and the bidder shall be bound by all such provisions by the submission of their bid.

C. All notices, revisions or addenda shall be acknowledged by the bidder by completing the "Acknowledgement of Receipt of Changes to Bid Documents Form," which is provided in the Proposal Section of the bid documents. In lieu of listing addenda on the specified form, the bidder may acknowledge receipt of addenda by including a signed copy of the addenda with the bidder's electronic bid submitted to PennBid.

D. Failure by a bidder to include the provisions of all answers, notices, revisions and addenda, including any changes, in their bid may result in rejection of the bid.

E. All addenda which have been duly issued and distributed shall become part of the contract documents.

F. Any bidder who wishes to challenge a bid specification shall file such challenges in writing by submitting a question on PennBid on or before the established question cutoff time. Challenges may not be filed after the question cutoff time and any challenges received by means other than through PennBid and/or after the question cutoff time will not be considered or answered and shall have no impact on the Local Contracting Unit or the award of a contract. Whether a challenge is responded to by the Local Contracting Agency is at the sole discretion of the Local Contracting Agency.

G. No interpretations of the meaning of the drawings, specifications or other contract documents will be made to any bidder orally. Every request for such interpretations should be made by submitting a question on PennBid on or before the established question cutoff time. Any and all such interpretations and/or supplemental instructions will be issued in the form of an answer, notice, revision or addendum distributed to all bidders through PennBid, in accordance with State Laws. Whether a request for interpretation is responded to by the Local Contracting Agency is at the sole discretion of the Local Contracting Agency.

3.05 Qualifications of Bidders.

A. The Local Contracting Unit may make such investigation as is necessary to determine the responsibility of the bidder and/or the ability of the bidder to perform the work. The bidder shall furnish the Local Contracting Unit all such information and data for this purpose, as the Local Contracting Unit may request. The Local Contracting Unit reserves the right to reject any bid if evidence submitted by, or investigation of such bidder fails to satisfy the Local Contracting Unit that said bidder is responsible or properly qualified to carry out the obligations of the contract and to complete the work therein contemplated.

B. Conditional bids will not be accepted.

C. Bids which are incomplete or obscure may be rejected at the option of the Local Contracting Unit.

3.06 Disclosure Statement.

A. No corporation or partnership shall be awarded any contract nor shall any agreements be entered into for the performance of any work or the furnishing of any materials or supplies, the

cost of which is to be paid with any public funds, by the State, County, Municipality or School District, or any subsidiary or agency of the State, County, Municipality or School District or by any Authority, Board or Commission which exercises governmental function, unless prior to the receipt of the bid of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who owns ten percent or more of its stock of any class or of all individual partners in the partnership who owns ten percent or greater interest therein, as the case may be. If one or more such stockholders or partners is itself a corporation's stock or the individual partners owning ten percent or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholder and the individual partner exceeding the ten percent ownership criteria established in this contract document has been listed. If the bidder is not a corporation or partnership, it must so indicate on the disclosure statement.

3.07 Manufactured Articles.

A. In the specifications and on the accompanying drawings, there are specified and shown certain pieces of equipment and materials to be rented, purchased or delivered in place which have been deemed most suitable for the service anticipated and are hereby established as the Basis of Design for this project. In addition to the Basis of Design, other similar makes or brands listed in the specifications or on the accompanying drawings may be used in place of the Basis of Design make or brand. The make or brand of the specified equipment and materials are not intended to eliminate other equipment and materials made by equivalent makes or brands which are equally as good and efficient. However, unless an Equivalency Claim is allowed by the specifications or the project drawings and is accepted by the Local Contracting Unit, bidders shall utilize either the Basis of Design or one of the similar makes or brands listed in the specifications or on the accompanying drawings as the basis for the pricing submitted with their bid.

B. Equivalency Claims will not be accepted unless specifically allowed by the specifications or on the project drawings for a specific piece of equipment or material. Subject to the requirements of the contract General Conditions, substitutions may be considered after the award of a contract for the project. However, substitution requests that are anticipated by the bidder for pieces of equipment or materials may not form the basis of any pricing submitted with any bid.

C. If the specifications or project drawings specifically allow an Equivalency Claim to be submitted for a specific piece of equipment or material, then any bidder desiring to submit an Equivalency Claim for that specific piece of equipment or material must follow the steps below:

(1) Bidders must submit their Equivalency Claim to the Local Contracting Unit in the form of a question on PennBid no less than fourteen (14) days prior to the bid opening time. Along with the submission of any Equivalency Claim, bidders must provide all documentation and product information required by related specifications or on the project plans to establish the equivalency of the equipment or materials. If the Local Contracting Unit requests any additional information or data related to the consideration of an Equivalency Claim, then it shall be the responsibility of the bidder to deliver to the Local Contracting Unit all additional requested information or data within twenty-four (24) hours of such a request being made. Failure by a bidder to submit an Equivalency Claim within the time required or to deliver information and data to the Local Contracting Unit within the time required may result in non-consideration of such Equivalency Claim.

(2) The Local Contracting Unit, along with their Design Professional for the project, will review the information and data submitted by bidders and make a determination for or against acceptance of the bidder's Equivalency Claim. The results of any such determination will be considered final and will be distributed to all bidders no less than seven (7) days prior to the bid opening time in the form of an answer posted to PennBid or by an addendum duly issued and distributed.

(a) If the Local Contracting Unit accepts a bidder's Equivalency Claim, then any bidder may submit their bid based on the provisions of the accepted Equivalency Claim.

(b) In the event that the Local Contracting Unit denies a bidder's Equivalency Claim or does not make a determination for or against an Equivalency Claim prior to the bid opening time for any reason, then the bidder must submit their bid based on the Basis of Design or based on the similar makes or brands listed in the specifications or on the project plans.

3.08 Bid Security & Consent of Surety.

A. Each bid shall be accompanied by bid security in the form of either a bid bond, in an amount equal to 10% of the total amount bid, or a Cashier's Check, in an amount equal to 10% of the total amount bid, duly executed by the bidder as principal made payable to the Local Contracting Unit. Bidders must submit their bid security to the Local Contracting Unit via PennBid prior to the bid opening time.

(1) Any bid bond provided as bid security shall be issued by a Surety Company licensed to transact such business in the Commonwealth of Pennsylvania and shall be without endorsement or conditions. Bid bonds may be provided in the form of AIA Document A310 or an equivalent.

(2) Bidders must have an original copy of their bid security in their own possession prior to the advertised bid opening and must be able to deliver an original copy of their bid security to the Local Contracting Agency within three (3) business days of receipt of a written request from the Local Contracting Agency. Failure to deliver an original copy of bid security to the Local Contracting Agency within three (3) business days will result in rejection of the bid.

(3) Such bid security will be returned to all bidders, with the exception of the three (3) apparent lowest responsible bidders, within fifteen (15) days after the bid opening time. Bid security will be returned to the remaining unsuccessful bidders within five (5) days after the Local Contracting Unit has accepted a satisfactory performance bond from the successful bidder. If no contract is awarded within sixty (60) days after the bid opening time, bid security will be returned to any bidder upon demand made after said sixty (60) day period, so long as the bidder has not been notified by the Local Contracting Agency of the acceptance of their bid.

(4) Subject to the provisions of the Public Contract Bid Withdrawal Law, Title 72, Pennsylvania Code, Section 1601, any bid security shall be forfeited by the bidder and shall become the possession of the Local Contracting Unit if the bidder whose bid is accepted should default on any one of the following requirements: (1) to accept a contract, (2) to execute a contract within ten (10) days after receiving notice from the Local Contracting Unit to do so, (3) to provide a satisfactory performance bond and labor and material payment bond, or any combination thereof. Any payment made to the Local Contracting Unit by reason of default shall not be construed as a penalty, but as liquidated damages for breach of contract.

B. Each bid shall be accompanied by a certificate letter from a Surety Company licensed to transact such business in the Commonwealth of Pennsylvania certifying that it will provide the bidder with the required performance bond and labor and material payment bond upon contract award to the bidder (i.e. Consent of Surety).

4.0 SUBMISSION OF BIDS.

4.01 General.

A. The Local Contracting Unit is utilizing the PennBid electronic procurement program ("PennBid") to solicit bids for this project. Any alternate forms of bid submission will not be permitted for this project. Any bids received by means other than through PennBid will not be considered and will be returned to the bidder unopened.

B. Any bid may be submitted or withdrawn prior to the bid opening time, or authorized postponement thereof.

C. Bids will not be accepted or opened if submitted after the bid opening time that is indicated in the advertised Notice to Bidders, or authorized postponement thereof.

D. Subject to the provisions of the Public Contract Bid Withdrawal Law, Title 72, Pennsylvania Code, Section 1601, once the actual bid opening takes place, no bid may be withdrawn for a period of sixty (60) days.

E. Bidders should refer to the "Electronic Bidding Information" section of the Information for Bidders for more information.

4.02 Price to Include.

A. The bid submitted must cover the entire cost of the contemplated construction and installation, as illustrated on the drawings and in the manner and detail described in the specifications. The price bid for each line item shall cover the entire cost of its installation, construction and completion, including all materials, workmanship and appurtenances necessary for its completion or as implied by illustrations on the drawings, by description in the specifications, or to be reasonably inferred therefrom.

B. If there are minimum unit prices included in the bid form, those unit prices shall be the minimum acceptable unit prices for the corresponding line items of the work. If the bidder fails to propose a unit cost in their bid that is equal to or greater than the minimum unit price indicated on the bid form, then the unit price for the affected line item will be set to equal the

minimum unit price indicated on the bid form and the bidder's total bid amount will be adjusted by extension of the minimum unit price.

4.03 Rejection of Bids.

A. The Local Contracting Unit reserves the right to reject all bids, to reject any bid or bids not complying with the specifications, and to waive any informality in any bid or bids if such waiver be deemed by the Local Contracting Unit to be in the best interest of the Local Contracting Unit.

B. Each bidder is instructed to be present in person or by representative at the time and place fixed for the opening of bids and at every subsequent meeting of the Local Contracting Unit at which the bidder is advised, or it has been publicly announced at the time of bids, that said bids shall receive further consideration or shall be acted upon, if said bidder desires an opportunity to be heard.

C. Any of following reasons, either considered independently or in combination with factors, may be considered, in the judgment of the Local Contracting Unit sufficient reasons for bidder disqualification and rejection of the bid(s):

(1) Submittal of more than one bid for the same work from an individual, a firm, a partnership, an association, a subsidiary, an affiliate, or a corporation under the same or different name.

(2) Evidence of collusion among bidders. Any participation in such collusion will receive no recognition as a bidder for future work from the Local Contracting Unit until the participant has been reinstated as a qualified bidder.

(3) Lack of competency, adequate machinery, plant, or of other equipment.

(4) Inability, in the judgment of the Local Contracting Unit to promptly complete the project, because of uncompleted work.

(5) Failure to pay, or satisfactorily settle, all bills due for material furnished, for labor supplied or performed, for rental of equipment used, and for services rendered by public utilities.

(6) Failure to comply with any prequalification requirements which may be established by the Local Contracting Unit.

(7) Contractor currently debarred by Federal or State Authority.

(8) Material or intentional failure to comply with contract, drawings, or specifications, or material or intentional failure to adequately maintain and control traffic during construction on a previous contract.

(9) Failure to properly sign the bid, the required affidavits, or certificate, or any other required documents, said documents being listed in the Proposal Section.

(10) Failure to include a price for each item on the pricing response form, except in the case of alternate bidding; in alternate bidding, failure to include a price for one of the required alternate bid items on the pricing response form.

(11) The inclusion of conditions or qualifications not provided for in the proposal.

(12) The bid contains omission(s) or alteration(s), addition(s) not specified, or deviation(s) of any other kind.

(13) The bid is materially unbalanced. A bid is materially unbalanced when, despite an acceptable total bid price, the price of one or more line items is significantly overstated or understated. A bid ay be rejected if the lack of balance poses an unacceptable risk.

(14) Failure by the bidder to satisfy any of the other requirements included with the contract, specifications or plans, including, but not limited to, those requirements listed within the Proposal Section and Information for Bidders section.

4.04 Award of Bid.

A. The award of the contract will be made, subject to necessary monies to do the work being provided by the Local Contracting Unit either by resolution or ordinance or another lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been provided by the Local Contracting Unit, either by resolution or ordinance or another lawful manner.

5.0 CONTRACTS.

5.01 Drawings and Specifications to be Furnished.

A. The Local Contracting Unit shall furnish, at no additional cost to the successful bidder, one (1) executed set of the contract documents and two (2) additional copies of the project drawings and specifications. All additional copies of the project drawings and/or specifications shall be furnished by the contractor and they shall bear the reproduction and handling costs thereof.

5.02 Performance, Payment and Maintenance Bonds.

A. The bidder who's bid is accepted shall furnish to the Local Contracting Unit the required performance bond and labor and material payment bond, each in the amount of one hundred percent (100%) of the awarded contract price and, at the completion of the work, a two (2) year maintenance bond, in the amount of one hundred percent (100%) of the final contract price, by a surety company licensed to transact such business in the Commonwealth of Pennsylvania and as described below. The performance bond and labor and material payment bonds may be provided in the form of AIA Document A312 or an equivalent.

B. All surety companies must designate a Pennsylvania agent on whom service of process can be made. The contractor shall be responsible for updating the surety's expiration from the list or an agent change to the Local Contracting Unit. All surety companies must have the minimum capital and surplus or net cash assets required on the date of the bid advertisement for the project. All surety companies must complete a Surety Disclosure Statement and Certification for all performance bonds and labor and material payment bonds.

C. In addition, for public works projects, including any and all alternates, that equals at least $850,000.00 but not more than $3.5 million, the surety company must hold current certificates of authority issued by the U.S. Secretary of the Treasury that is valid in the Commonwealth of Pennsylvania, as listed annually in the U.S. Treasury Circular 570. However, if the surety company has been operational for a period in excess of five (5) years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies.

D. In addition, for public works projects, including any and all alternates, that is in excess of $3.5 million, the surety company must hold a current certificate of authority issued by the U.S. Secretary of the Treasury that is valid in the Commonwealth of Pennsylvania, as listed annually in the U.S. Treasury Circular 570. And, if the surety company has been in operation for a period in excess of five (5) years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determined the financial stability of insurance companies.

E. A surety company which seeks to provide a performance bond and labor and material bond in excess of $3.5 million is exempt from the requirement of being listed in the U.S. Treasury Circular 570 if it meets the standards developed by the Commissioner of Insurance through regulations which either equal or exceed the general criteria required for Treasury listing.

5.03 Laws and Regulations.

A. The bidder's attention is directed to the fact that all applicable Federal, State, County and municipal laws, ordinances, regulations, etc. and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full including, but not limited to the current editions of the following: PennDOT Publication 408, Federal Construction Safety Act (Public Law 91-54), Federal Register, Chapter VXII, Part 1926 of Title 29, Code of Federal Regulations, Occupational Safety and Health Regulations for Construction.

5.04 Permits.

A. The contractor shall determine which construction permits and licenses shall be needed, and shall prepare applications for all such construction permits, as necessary for the execution of their work.
B. Unless explicitly stated otherwise in the contract documents, the contractor shall be responsible for paying any necessary permitting fees and for bearing the costs thereof.

5.05 Contract Documents.

A. Included with this Information for Bidders section is the "Form of Contract" which shall be the general form of the contract which is executed between the Local Contracting Unit and the contractor.
B. The contractor shall execute and return all contract documents, along with the required bonds, insurance certificates, and any other documents required within ten (10) days after the receipt of a written request for execution.

5.06 Notice to Proceed

A. Only after the approval and execution of the contract documents by all parties, the Local Contracting Unit, or their authorized representative, may issue a written Notice to Proceed to the contractor which will serve as formal authorization to proceed with the project work.

    (1) The Local Contracting Unit may delay issuance of a Notice to Proceed to the contractor until a pre-construction meeting has taken place and/or until product submittals have been approved by the Local Contracting Unit, or their authorized representative.

(2) If necessary, the Local Contracting Unit may issue a Limited Notice to Proceed which will serve as formal authorization to proceed with a limited portion of the project work, said portion to be identified therein.

6.0 NONDISCRIMINATION REQUIREMENTS

6.01 Nondiscrimination Clause

A. Bidders are required to comply with the requirements of Title 16, Pennsylvania Code, Section 49.101, which includes the following nondiscrimination clause:

(3) Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

(4) Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

(5) Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

(6) It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor

was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

(7) Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

(8) Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

(9) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 (relating to information concerning compliance by contractors). If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

(10) Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

(11) Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

(12) The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

(13) Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

B. As required by the nondiscrimination clause above, the contractor shall post a notice in conspicuous places, available to employees, agents, applicants for employment and other persons, setting forth the provisions of the nondiscrimination clause. Furthermore, the contractor shall send each labor union or workers' representative, in which it has a collective bargaining agreement or other contract or understanding, a copy of said notice. The notice shall take the form of the Notice of Nondiscrimination Clause which is included in this Information for Bidders.

EQUAL EMPLOYMENT OPPORTUNITIES IN CONTRACTS

FOR THE COMMONWEALTH OF PENNSYLVANIA

NOTICE OF NONDISCRIMINATION CLAUSE

Notice to: Contractor(s), Sub-Contractor(s), Supplier(s), Vendor(s), and Labor Organization(s).

To: _____

You are hereby given notice that the undersigned holds a contract in the Commonwealth of Pennsylvania and has agreed under the Nondiscrimination Clause of such contract to the terms set forth in Title 16, Pennsylvania Code, Section 49.101(d), setting forth clauses (1) through (11).

The contract held by the undersigned is for the Middletown North Station Improvements and is with the Middletown Township, a contracting agency of the Commonwealth.

Pursuant to clause (1) of such Nondiscrimination Clauses, the subject matter of the contractor's undertakings to insure equal employment opportunities to applicant for employment without discrimination because of religious creed, race, color, sex, age, ancestry or national origin, includes, but is not limited to:

"Recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retaining, including apprenticeship and on-the-job training."

_____

Name of Contractor

By Authorized Representative of Contractor:

_____

Signature Date

_____

Print Name and Title

Certified Mail No. _____

6.02 Contract Procedures.

A. The successful bidder must sign a contract containing the mandatory language in Section 6.01 of the Information for Bidders, above. If a contractor refuses to sign a contract containing the mandatory Nondiscrimination Clause, at the time the Local Contracting Unit provides the contract to the contractor for execution, then the Local Contracting Unit will reject the contractor's bid as non-responsive. When such rejection occurs, the same nondiscrimination requirements shall apply to any other contractor selected by the Local Contracting Unit, in accordance with the contracting laws and procedures.

6.03 Equal Opportunity for Individuals with Disabilities.

A. The contractor and the Local Contracting Unit do hereby agree that the provisions of Title II of the Americans with Disabilities Act (the "Act") (42 U.S.C. § 12.101 et seq.), which prohibits discrimination on the basis of disability by public entities, in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this contract. In providing any aid, benefit or service on behalf of the Local Contracting Unit pursuant to this contract, the contractor agrees that the performance shall be in strict conformance with the Act.

B. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Local Contracting Unit in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Local Contracting Unit, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs or other expenses arising from such action or administrative proceeding or incurred in connection therewith.

C. In any and all complaints brought pursuant to the Local Contracting Unit’s grievance procedure, the contractor agree to abide by any decision of the Local Contracting Unit, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Local Contracting Unit, or if the Local Contracting Unit incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

D. The Local Contracting Unit shall, as soon as practical after a claim has been made against it, give written notice thereof to the contractor along with the full particulars of the claim. If any action or administrative proceeding is brought against the Local Contracting Unit or any of its agents, servants and employees, the Local Contracting Unit shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Local Contracting Unit or its representatives.

E. It is expressly agreed and understood that any approval by the Local Contracting Unit of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the Local Contracting Unit, pursuant to this paragraph. It is further agreed and understood that the Local Contracting Unit assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this contract.

F. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this contract, not shall they be construed to relieve the contractor from any liability nor preclude the Local Contracting Unit from taking any other actions available to it under any other provisions of this contract or otherwise at law.

7.0 FORM OF CONTRACT

Contract

PROJECT: <<PROJECT TITLE>>

OWNER: <<OWNER>>
<<STREET ADDRESS>>
<<CITY, STATE, ZIP>>

CONTRACTOR: <<CONTRACTOR>>
<<STREET ADDRESS>>
<<CITY, STATE, ZIP>>

THIS AGREEMENT, between the OWNER (as named above), a municipal corporation of the Commonwealth of Pennsylvania, and CONTRACTOR (as named above);

WITNESSETH;

That for and in consideration of the sum of <<$0.00>>, as per the attached Contract Summary, CONTRACTOR agrees to furnish to the OWNER, the labor, material, equipment and services for the PROJECT, in accordance with the Contract Documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the OWNER, the CONTRACTOR agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the PROJECT, in accordance with the Contract Documents and in compliance with this agreement.

CONTRACTOR agrees to receive as compensation for services provided an amount not to exceed the Contract Value, namely <<$0.00>>, in accordance with the quantity and payment sections listed in the technical specifications. CONTRACTOR shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the OWNER shall in all cases determine the quantity of the goods delivered and paid for under this contract, and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The Contract Documents shall consist of this Contract and all of the following:

1. Notice to Bidders
2. Proposal Section
3. Information for Bidders
4. Prevailing Wage Rates (when applicable)
5. General Conditions
6. Technical Specifications
7. Other Documents listed on the Table of Contents of the Technical Specifications
8. Contract Drawings
9. All Addenda

The parties to this Contract agree to incorporate into this Contract the mandatory requirements of Title 16, Pennsylvania Code, Section 49.101, as amended and supplemented from time to time and the CONTRACTOR agrees to comply fully with the terms, provisions, and obligations of said requirements.

This agreement, together with the Contract Documents, form the Contract and they are as fully a part of this Contract as if hereto attached or herein repeated.

The OWNER and the CONTRACTOR, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

The following information represents the bid information as submitted online by the CONTRACTOR via the PennBid system and subsequently accepted by the OWNER.

Proposal submitted on:	<<MM/DD/YYY>> at <<HH:MM AM/PM>>
By CONTRACTOR:	<<CONTRACTOR>>
Total Awarded Amount:	<<$0.00>>
Representing:	<<Base Bid, Alternate No. 1, Alternate No. 2>>

Schedule of Liquidated Damages:

1-15 Days: $500 per calendar day
16-30 Days: $1,000 per calendar day
31+ Days: $2,000 per calendar day

Contract Summary

Base Bid

Item	Quantity	Units	Description	Unit Price	Amount
1	0	LS	description	$0.00	$0.00
2	0	LS	description	$0.00	$0.00
3	0	LS	description	$0.00	$0.00
4	0	LS	description	$0.00	$0.00
5	0	LS	description	$0.00	$0.00
6	0	LS	description	$0.00	$0.00
7	0	LS	description	$0.00	$0.00
8	0	LS	description	$0.00	$0.00
9	0	LS	description	$0.00	$0.00
10	0	LS	description	$0.00	$0.00
Total Amount Base Bid					**$0.00**

Alternate Bid No. 1

Item	Quantity	Units	Description	Unit Price	Amount
101	0	LS	description	$0.00	$0.00
102	0	LS	description	$0.00	$0.00
103	0	LS	description	$0.00	$0.00
104	0	LS	description	$0.00	$0.00
105	0	LS	description	$0.00	$0.00
106	0	LS	description	$0.00	$0.00
107	0	LS	description	$0.00	$0.00
108	0	LS	description	$0.00	$0.00
109	0	LS	description	$0.00	$0.00
110	0	LS	description	$0.00	$0.00
Total Amount Alternate Bid No. 1					**$0.00**

Total Amount Bid Based on Estimated Quantities **$0.00**

Questions and Answers submitted with Bid via PennBid

(1)	I am authorized by my organization to submit bids on PennBid and am submitting this bid with the full knowledge and consent of my organization's management. (Enter YES or NO)	
(2)	I certify that none of the principals of the Bidder are also employees of the Owner. (Enter YES or NO)	
(3)	I (the Bidder) agree to enter into an Agreement with the Owner based upon the terms and conditions of the bidding documents for the prices entered in my bid submission. (Enter YES or NO)	
(4)	I (the Bidder) am capable of substantially completing this project within <<##>> calendar days of the Notice to Proceed. I accept that failure to complete this project within the allotted time will result in the assessment of liquidated damages. (Enter YES or NO)	
(5)	I (the Bidder) understand my bid will remain subject to acceptance for a period of 60 days after the bid opening, or for a longer period subject to written agreement between the Bidder and Owner. (Enter YES or NO)	
(6)	I (the Bidder) accept, with the submission of this bid, that I have carefully studied the bid documents, questions answered by the Engineer, and all posted Addenda. (Enter YES or NO)	
(7)	I (the Bidder) acknowledge visiting the project site and understand the general, local, and site conditions that may affect cost, progress, and performance of the work specified in the bid documents. (Enter YES or NO)	

(8)	I (the Bidder) am familiar with and am satisfied with any and all laws and regulations that may affect cost, progress, and performance of the work specified within the bid documents. (Enter YES or NO)	
(9)	I (the Bidder) am aware of the general nature of work to be performed by others that relates to the work described in the bid documents. (Enter YES or NO)	
(10)	I (the Bidder) have given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies discovered in the bid documents and have received acceptable written resolution from the Engineer. (Enter YES or NO)	
(11)	I (the Bidder) have completed and uploaded the Proposal section from the Bid Submission Documents folder. I have uploaded a Bid Bond. (Enter YES or NO)	
(12)	I (the bidder) acknowledge that my organization and our subcontractors comply in all respect with the Public Works Employment Act 43 P.S. 167.1 - 1671.11 (Act), including completing the electronic verification program (EVP). (Enter YES or NO)	
(13)	I (the bidder) acknowledge that payment for any Lump Sum (LS) type line items will be made based on the percent completion of said line items, as determined by the Engineer, unless specifically stated otherwise in the contract. Furthermore, I acknowledge that the dimensions and quantities of Lump Sum (LS) type line items indicated on the project plans and specifications are approximate. No adjustment will be made for minor deviations from the dimensions and quantities of work indicated on the project plans and specifications for Lump Sum (LS) type line items. In general, deviations are considered minor if they are within 10% of the planned work dimensions and quantities. (Enter YES or NO)	
(14)	I (the bidder) acknowledge that payment for any unit price type line item, except for Lump Sum (LS) type line items, will be made based on the actual measured quantity of work completed, as determined by the Engineer. Furthermore, I acknowledge that if the measured quantity is less than the contract quantity, there will be no claim for damages related to the loss of any anticipated profits from the quantity that is not completed. (Enter YES or NO)	

Contractor's Certification

It is hereby certified as follows:

(1) All interested principal(s) to this Contract are accurately identified in the bid submitted by the CONTRACTOR, except that any interested principal(s) not identified in the bid submitted by the CONTRACTOR are hereby identified as follows:

(2) The information described within this Contract accurately reflects the bid submitted by the CONTRACTOR.

(3) The CONTRACTOR agrees to be bound by the terms and conditions of this Contract.

CONTRACTOR: **<<CONTRACTOR>>**

Seal

Signature **Print Name and Title**

Witnessed **Print Name and Title**

OWNER: **<<OWNER>>**

Seal

Signature **Print Name and Title**

Witnessed **Print Name and Title**

Date of Acceptance: _____

8.0 CERTIFICATE OF INSURANCE.

8.01 Insurance Requirements.

A. The contractor is required to provide a certificate of insurance for the coverage and amounts indicated on the sample certificate of liability insurance certificate provided herein. It is important that a certificate of insurance be provided in a timely manner to facilitate execution of contract documents within the time requirements required elsewhere in the Information for Bidders. Additionally, the minimum amount and type of coverage shown on the sample certificate of liability insurance certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect him/her from all losses or liability. It is the Local Contracting Unit's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below, such insurance must be obtained prior to the start of any such work for the Local Contracting Unit.

(1) Comprehensive General Liability. This coverage must include: Premises-operations, products/completed operations hazard, contractual insurance (blanket coverage), broad form property damage, independent contractors, and personal injury and all other shown on the sample certificate of liability insurance. The minimum coverage amount for bodily injury and property damage combined shall be as shown on the sample certificate of liability insurance.

(a) Contractual Insurance (blanket coverage) shall provide contractual indemnification, including a save harmless agreement which is to be incorporated into all Vouchers, General Purchase Agreements and Contracts.

(b) Indemnification. Supplier shall defend, indemnify and save harmless, the Local Contracting Unit from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against the Local Contracting Unit, either individually or jointly with Supplier for or on account of any damage or injury to any person or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under the Supplier's control.

(2) Automobile Liability. Comprehensive form as shown on the sample certificate of liability insurance certificate.

(3) Workers Compensation. As required by Pennsylvania State Statute and minimum $100,000.00.

(4) Excess Liability. Commercial umbrella form - $2,000,000.00.

(5) Other Coverage(s). As shown on the sample certificate of liability insurance certificate.

8.02 Sample Certificate of Liability Insurance Certificate.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
SAMPLE	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: SAMPLE

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR	X					MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	X					BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X **UMBRELLA LIAB** X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE	X					AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following entities shall be included as Additional Insured: (1) Local Contracting Unit; (2) Local Contracting Unit Solicitor; (3) Remington & Vernick Engineers; and (4) Grant Funding Agency (if applicable).

Reference the Project Name:

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SAMPLE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) **The ACORD name and logo are registered marks of ACORD**