

**LOWER PAXTON TOWNSHIP
DAUPHIN COUNTY, PENNSYLVANIA**

GENERAL STIPULATIONS AND INFORMATION FOR BIDDERS

1. **RECEIPT OF BIDS:**

Sealed bids or proposals shall be addressed to Lower Paxton Township, and marked, "Bid on Friendship Center Improvements", in accordance with the Bidding Documents and will be received in the Administrative Offices of the Township Municipal Center, 425 Prince Street, Harrisburg, Pennsylvania, 17109 until 1:00 p.m. prevailing time, on July 8, 2016.

2. **EXAMINATION OF THE BIDDING DOCUMENTS:**

Bidders are required to carefully examine the Bidding Documents for the specified item(s) and circumstances affecting the cost of the item(s) and the manner of performance.

3. **PRINTED FORM OF BIDS:**

All proposals must be made upon the blank Form of Proposal attached hereto and must give the price proposed, both in words and figures (written in ink or typed) and must be signed by the Bidder with his full name and address, and where a partnership, the name and address of each partner in full; if a corporation, the place where chartered and the names, titles and business address of the President, Secretary and Treasurer. In submitting bids, the Form of Proposal must not be removed from the Bidding Documents. The Form of Proposal must be retyped intact as received, including proper signatures and seals, and submitted as part of the response to the Township's solicitation.

4. **NON-COLLUSION AFFIDAVIT:**

All bids submitted in accordance with these specifications must be

accompanied by a properly executed Non-Collusion Affidavit, as contained herein. Such affidavit shall certify compliance with the Pennsylvania Antibid-Rigging Act, Act of October 28, 1983, P.L. 176, No. 45, 73 P.S. Section 1611 et seq., which prohibits conspiracy and collusion to commit bid-rigging of public contracts.

5. **QUALIFICATIONS OF BIDDERS:**

Each bidder shall furnish with his bid and in the same sealed envelope, for consideration by the Township in determining the qualifications of the Bidder to provide the specified item(s), a statement listing the Bidder's experience in providing the item(s) of the character for which its bid is being submitted.

6. **CERTIFIED CHECK, TREASURER'S CHECK OR BID BOND:**

Each proposal must be accompanied by a certified check, treasurer's check or bid bond payable to Lower Paxton Township equal to ten percent (10%) of the amount of the bid, to insure good faith in bidding. The above mentioned check or bond shall be forfeited to Lower Paxton Township in the event the Successful Bidder neglects or refuses to enter into a contract with Lower Paxton Township for the furnishing of the aforementioned equipment successfully bid upon, not as a penalty but just and liquidated damages for delays or additional cost or expenses incurred by Lower Paxton Township owing to the Bidder's failure to accept and execute the Contract as required.

7. **CERTIFIED CHECKS, TREASURER'S CHECKS OR BID BONDS RETURNED:**

The certified checks, treasurer's checks or bid bonds of the unsuccessful Bidders will be returned after the Contract is awarded and the check or bond of the Successful Bidder will be returned to him after the execution of the Contract and submission of an acceptable performance bond in accordance with the Bidding Documents.

8. **EXECUTION OF CONTRACTS:**

The Bidder whose proposal is accepted shall be required to execute a contract within ten (10) days of the receipt of notification of the award and prior to the actual issuance of a purchase order by the Township. Such a contract shall explicitly state the terms and conditions by which the procurement will take place. In case of failure or refusal on the part of the Bidder to enter into the Contract within this period, the amount of the certified check, treasurer's check or bid bond will be forfeited and paid to the Treasurer of Lower Paxton Township.

9. **PERFORMANCE BOND:**

The Successful Bidder, within twenty (20) days of receipt of notification of the award, shall deliver a bond in the amount of one hundred percent (100%) of the amount of the Contract to guarantee performance thereof. The bond shall be posted with an approved surety company authorized to do business in the Commonwealth of Pennsylvania. The bond shall further be conditioned that the Successful Bidder comply in all respects with the terms and conditions of the Contract, and any renewals thereof, and shall indemnify and save harmless Lower Paxton Township against or from all cost, expense, damage, injury or loss to which the said Township may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default upon the part of the Successful Bidder, his agents or employees in or about the execution or performance of the Contract, including the Specifications, and shall save and keep harmless the Township against and from all claims or losses to it from any cause whatsoever, including but not limited to patent infringements, in the matter of completing said Contract. The bond is to be approved by the Township.

10. **RESERVATIONS AND ANNULMENTS:**

The Board of Supervisors of Lower Paxton Township shall determine the Successful Bidder upon the basis of the bids submitted, and reserves the right to reject any or all bids, and may readvertise if the best interests of Lower Paxton Township are to be hereby promoted. The Board of Supervisors may waive technical defects if, in its judgment, the interest of Lower Paxton Township shall so require. Furthermore the Board retains the right to annul any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon Lower Paxton Township any materials or workmanship inferior to those required by the Contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right of Lower Paxton Township to claim damages for the breach of any of the covenants of the Contract by the Successful Bidder. No proposal may be considered from or agreement made with any person, firm or corporation which can be shown to have previously failed to perform satisfactorily on a contract or agreement with the Township.

11. **CHANGES PRIOR TO BID OPENING:**

During the period allowed for preparation of bids, Bidders may be furnished addenda or bulletins for additions to or alterations of the Bidding Documents, which shall be included in the work covered by the Proposal and become a part of the Contract documents. If any prospective bidder is in doubt as to the true meaning of any part of the Bidding Documents, he may submit to the Township a written request for an interpretation thereof. The Bidder submitting the request shall be responsible for its prompt delivery. Any interpretation of the Bidding Documents shall be made only by an addendum duly issued and a copy of such addendum shall be mailed or delivered to each prospective bidder of

record. The Township shall not be responsible for any other explanations or interpretations of the Bidding Documents.

12. **INFORMALITIES:**

Proposals or bids which contain erasures, alterations, conditional bids, omissions or irregularities of any kind may be rejected by the Township at its option as not meeting the requirements of the Bidding Documents.

13. **CONDITIONS OF WORK:**

The Township does not make any representations in connection with the specified item(s). Bidders must become fully aware of the conditions relating to providing, in full, the specified item(s). Failure to do so will not relieve the Successful Bidder of its obligation to furnish the specified equipment, or to carry out the provisions set forth in these Specifications, General Stipulations, and Information for Bidders.

14. **INDEPENDENT CONTRACTOR:**

The Successful Bidder shall perform all work and services described herein as an independent contractor and not as an officer, agent servant or employee of the Township. The Successful Bidder shall have exclusive right to control the details of the services and work performed hereunder and all persons performing the same. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the Township, and no such person shall be entitled to any benefits available or granted to employees of the Township.

15. **INSURANCE:**

The Successful Bidder shall have the following insurance coverages:

A. Workmen's Compensation, including Occupational Disease and Employee's Liability Insurance with limits not less than those stated

below:

1. Statutory - Amounts and coverage as required by Workmen's Compensation Laws of the Commonwealth of Pennsylvania.
2. Employer's Liability
 - a. \$100,000 each accident
 - b. \$500,000 each disease (policy limit)
 - c. \$100,000 each disease per employee

B. Public Liability Insurance including coverages for direct operations, sublet work, contractual liability and completed operations with limits not less than those stated below:

1. Bodily Injury and/or Property Damage
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 general aggregate
2. Products Completed Operation
 - a. \$2,000,000 aggregate
3. Personal and Advertising Injury
 - a. \$1,000,000

C. Comprehensive Automobile Liability Insurance including coverage for owned, non-owned, and hired vehicles with limits not less than those state below:

1. Bodily Injury Liability:
 - a. \$1,000,000 each person
 - b. \$1,000,000 each occurrence

AND

Property Damage Liability:

- a. \$1,000,000 each occurrence

OR

2. Combined Single Limit:

- a. \$1,000,000 each occurrence
- D. Excess or Umbrella Policy in the amount of \$1,000,000.
- E. Certificates of Insurance must be provided to the Township within twenty (20) days of receipt of notification of the award. Policies and insurers shall be subject to approval of the Township.
- F. The Township shall be listed as certificate holders and additional insureds on all of the aforementioned insurance policies of the Successful Bidder. In the event of policy cancellation, the Township shall be given thirty (30) days advance written notice of said notification.

16. **ASSIGNMENT OF CONTRACT:**

The Successful Bidder shall give personal attention constantly to the faithful performance of the work in the manufacture, production, or delivery of the herein specified item(s), shall keep said work under his own control, and shall not assign by power of attorney or otherwise, nor subcontract the work or any part thereof without the previous written consent of the Township. In such case, the Successful Bidder shall state to the Township in writing the name and address of such subcontractor that he intends employing, the portion of the work the subcontractor is to do or the material which the subcontractor is to furnish, his place of business and such other information as the Township may require in order to know whether such subcontractor is reputable and reliable and able to perform the work as set forth in the Specifications.

The Successful Bidder shall not be released from his liabilities or obligations under the Contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

17. **MODIFICATION OF CONTRACT:**

The Contract for the herein specified item(s) with the Successful

Bidder may be modified or changed from time to time, as may previously be agreed upon in writing, between the parties hereto, in a manner not materially affecting the substance hereof.

18. **CONDITIONS UNDER WHICH CONTRACT MAY BE CANCELLED OR TERMINATED**

BY THE BOARD OF SUPERVISORS:

If the work under the Contract for the herein specified item(s) shall be abandoned by the Successful Bidder; if the Contract shall be assigned or the work subcontracted by him other than as herein specified; if at any time the Board of Supervisors shall be of the opinion and so certifies in writing (which certificate shall be final, binding and conclusive on the Successful Bidder) that the performance of the Contract is being unnecessarily or unreasonably delayed; that the Successful Bidder is violating any of the conditions or covenants of his Contract or of these Specifications thereof; if the Successful Bidder is executing the Contract in bad faith or not in accordance with the terms thereof, the Board of Supervisors may cancel and terminate the Contract by a written notice, to be served upon the Successful Bidder either personally or by leaving it at his residence or office. The Board of Supervisors shall thereupon have the power and is hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill the Contract and in such case, the Township shall have the power and is hereby authorized to charge to the Successful Bidder the amount of loss suffered by the Township and collect same out of the bond filed by the Successful Bidder.

19. **PRICE:**

Lower Paxton Township will pay and the Successful Bidder shall accept the price stipulated in the proposal hereto attached in full as compensation for performance and completion of the Contract.

20. **PAYMENT:**

Payment will be made after completion of the Contract, and within thirty (30) days after receipt of the invoice. The Successful Bidder shall render bills in duplicate.

21. **WITHHOLD PAYMENT:**

The Township may withhold payment for deficient items according to terms of the contract and these specifications. The Township shall pay the vendor according to the provisions of law for all other items which appear on the application for payment and which have been satisfactorily completed. If the Township withholds payment from for a deficient item, it shall notify the vendor of the item within the time period specified in the contract or fifteen calendar days of the date that the application for payment is received.

21. **NONDISCRIMINATION:**

It is the policy of Lower Paxton Township to provide equal opportunity to all persons and not to discriminate against any individual, employee, or contractor on the basis of race, color creed, sex, marital status, age, national origin, political affiliation, handicap, or disability. The Township requires that all contractors and subcontractors doing business with the Township practice Equal Employment Opportunity and Affirmative Action. In addition, such contractors and subcontractors shall not discriminate against any of the herein referenced individuals or groups as a condition of its agreement with Lower Paxton Township.

22. **PREVILING WAGE:**

The Pennsylvania Prevailing Wage Act, Act of August 15, 1961, P. L. 987, 43 P.S. Section 165-1 et seq., requires the prevailing wage to be paid to all workmen under a public works contract with an estimated total project cost in

excess of \$25,000.

23. **STEEL PRODUCTS ACT:**

The Steel Products Procurement Act, Act of March 3, 1978, P. L. 6, No. 3, as amended, 73 P.S. Section 1881 et seq., as amended, requires the use of steel manufactured in the United States of America in all public works contracts.

24. **EMPLOYMENT VERIFICATION:**

PA Act 127 of 2012, known as the Public Works Employment Verification Act, requires all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States. The lowest responsible bidder on a Public Work project must comply with the Public Works Employment Verification Act by submitting a Commonwealth Public Works Employment Verification Form to the Township prior to award of contract.

25. **SEPARATIONS ACT:**

Lower Paxton Township has prepared separate specifications for general construction, HVAC, and it shall receive separate bids upon each of the said branches of work, and is shall award contracts for the same to the lowest responsible bidder for each of the said branches.

26. **BUILDING PERMITS:**

The successful bidders shall be required to apply for and obtain building permits for work to be performed in accordance with these specifications. The Township shall waive all fees associated with the issuance of and inspection for building permits.