



Manheim Township School District

REQUEST FOR PROPOSAL

REIDENBAUGH ELEMENTARY SCHOOL
PAVING BID

Date Due: Bid is due April 1, 2025, by or before 2:00 p.m.

Manheim Township School District
450A Candlewyck Road
Lancaster PA 17601

REQUEST FOR PROPOSAL
Reidenbaugh Elementary School Paving Bid

SCOPE OF PROJECT AND COMPLETION DATE:

Furnish and construct an asphalt pavement overlay as specified herein and pursuant to the specifications and attached sketch (**Appendix No. 1**) at 1001 Buckwalter Rd., Lititz, PA 17543.

General Notes:

- a. The enclosed sketch is furnished as a guide only. All bidders must visit the site, verify quantities/dimensions, and acquaint themselves with existing conditions.
- b. The site can be inspected at any time between 9:00 a.m.-1:00 p.m., Monday through Friday excluding holidays. Please contact Ashley Spector via email at spectoas@mtwp.net to schedule. Do not visit the site until arrangements have been made.
- c. Bidder shall supply their bid based on the February 28, 2025, index price for asphalt cement as outlined in Appendix No. 3. A change order credit or deduct will be issued pursuant to a net increase or net decrease of material index cost (\$/Ton Asphalt) at the time of asphalt placement.
- d. Work on the site shall start on or after June 10, 2025, and be completed on or before Friday, August 9, 2025. Before work is started, the successful bidder shall contact Ashley Spector at spectoas@mtwp.net to schedule work.
- e. The School District will allow use of its existing lighting, power and water as needed.
- f. All questions on the project should be directed to Tom Koch - Plant Manager (717-560-3115) kochto@mtwp.net between the hours of 8:00 am and 3:30 pm, weekdays.
- g. The School District is exempt from state sales tax and federal excise taxes.

Scope of Work:

- a. Contractor shall:
 - a. Mill paving notches at joints, concrete walks, wedge curb, etc. for a smooth transition of the new asphalt.
 - b. Sweep and clean asphalt surfaces.
 - c. Supply and install utility risers **as needed**.
 - d. Tack coat and install MPV500 Paving Fabric over entire area to strengthen existing asphalt and prevent reflective cracking.
 - e. Pave leveling course of asphalt as needed to level up low & uneven areas and strengthen existing asphalt.
 - f. Pave 1-1/2" 9.5mm wearing material 0.3 to 3M ESALS wearing surface SRL level L.
 - g. Seal joints and utilities with PG64-22 oil.
 - h. Paint parking lines to current layout.

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- i. Backfilling topsoil along the edges of new asphalt, add topsoil as needed, and apply starter fertilizer, contractors grass seed mixture and straw.
- j. The contractor is responsible for the proper offsite disposal of all debris, rubbish and other materials resulting from excavation operations.
- k. The contractor is responsible for all permits and fees.

BID CONDITIONS: Resurfacing of Bituminous Paving Bids will be accepted until **2:00 p.m. on April 1, 2025**, at the MTSD District Office, 450A Candlewyck Road, Lancaster, Pennsylvania 17601. The front of the sealed bid envelope should be marked “**Reidenbaugh Elementary School Paving Bid**”. Contractors are required to visit the site by contacting Ashley Spector, spectoas@mtwp.net to schedule no later than March 26, 2025. Any questions should be directed to Tom Koch. 717-560-3115 or kochto@mtwp.net by March 28, 2025. The Board of School Directors reserves the right to accept or reject any and/or all bids and to award the bid in the best interest of the school district. Notice is given that Resurfacing of Bituminous Paving constitute public work projects which is subject to applicable provisions of the Pennsylvania Prevailing Wage Act of August 15, 1961, P.L. 987, (**Appendix No. 2**) as amended and supplemented, and appropriate prevailing minimum rates, as promulgated under provisions of said Act, must be paid by contractors in connection with performance of the necessary work. Secondly this project is subject to the Pennsylvania Human Relations Act, the Act of October 27, 1955, P.L. 744 as amended and supplemented. Notice is also given that in the event there are revisions to either Act prior to the start of work that would impact cost to the contractor the School District reserves the right to renegotiate the bid price with the successful low bidder.

DELIVERABLES/REQUIREMENTS:

a. BONDS:

- I. All bids shall be accompanied by a Bid Bond or Certified Check drawn to the order of the Manheim Township School District for ten percent (10%) of the amount of the bid as a guarantee that the bidder will execute a formal contract and furnish bond as specified below should the bidder be awarded the contract.
- II. **PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:** The successful bidder must, within ten (10) days of being notified of acceptance of the bid, and prior to the contract being awarded, for any contract exceeding \$5,000, provide a Performance Bond and a Labor and Material Bond, each in the amount of one hundred percent (100%) of the contract price. Failure to comply will result

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Reidenbaugh Elementary School Paving Bid (CONT'D)

in bidder's certified check or bid bond being declared forfeited as liquidated damages and all obligations of the Owner in connection herewith will be canceled. Certified checks will be returned to the unsuccessful bidders after the awarding of the contract and after the successful bidder has furnished a Performance Bond.

- b. NON-COLLUSION AFFIDAVIT: Per the Pennsylvania Antibid-Rigging Act, 73 P.S. § 1611 e t seq., each bidder shall include with the bid on this project, the original of the Non-Collusion Affidavit included with the project specifications (**Appendix No.3**).
- c. NO CASH ALLOWANCES: No cash allowances for any purpose are included in the specifications for this project.
- d. 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 the Act as amended that are made part of this specification. Bidder's attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.
- e. 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 bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted, but if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.
- f. DISCRIMINATION PROHIBITED: According to 62 P.a. C.S.A. § 3701, the Contractor agrees:
 - a. 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 of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

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Reidenbaugh Elementary School Paving Bid (CONT'D)

- b. That no Contract, 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 the contract on account of race, creed or color.
- c. The contract may be canceled or terminated by the school district and all money due or to become due hereunder may be forfeited, for violation of the terms or conditions of this portion of the contract.
- g. ASBESTOS: No asbestos containing products shall be used in the scope of this project.
- h. COMPLIANCE WITH AGENCY MANDATES: Successful bidder shall comply with all state and local, PA D.E.R., and the E.P.A. regulations. The Contractor shall be fully responsible for compliance with construction safety requirements of the PA Department of Labor and Industry and the U.S. Department of Labor Occupational Safety and Health Administration and the rules and provisions relating to the avoidance, use of, handling and disposal of hazardous materials or waste as promulgated by federal, state and local governmental entities.
- i. PROCUREMENT OF APPLICABLE BUILDING PERMIT(S): The contractor shall secure and pay for all permits, fees and inspections services related to the contract.
- j. SITE RESTORATION: Successful bidder shall be responsible to restore the site to the site's original condition upon completion of removal and/or installation of work.
- k. PROTECTION OF PERSONS, PROPERTY AND WORK IN PROGRESS: Contractor shall provide all safety devices, fences, lights, barricades, signs, etc., as required for protection of persons, and temporary wood doors, window covers, locks, barricades, etc., to protect work in progress. No other signs will be permitted on the site.
- l. USE OF PROPERTY: Contractor(s) shall limit the use of the property to construction activities in areas designated as required to perform the project. (Keep driveways and entrances clear at all times; do not use these areas for parking or storage of materials.) Schedule deliveries to minimize requirements for storage of materials.
- m. INSURANCE REQUIREMENTS: The selected firm shall acquire and maintain for the duration of the contract period, including any warranty period, insurance from a company rated A+ by A.M. Best Company, and authorized to do business in the Commonwealth of Pennsylvania with minimum limits as set forth in **Appendix No.5**.
- n. TOBACCO, ALCOHOL AND DRUGS: The Manheim Township School District's official policies prohibit the possession, use or distribution of alcohol or drugs on school district property, and the use of tobacco on school district property. Contractors shall ensure that all workers, delivery persons, inspectors and subcontractors comply with these Board policies.

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Reidenbaugh Elementary School Paving Bid (CONT'D)

- o. PENNSYLVANIA PREVAILING WAGE RATES: This regulation and the general Pennsylvania prevailing minimum wage rates (Act 422 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653) as determined by the Secretary of Labor and Industry, shall be paid for each craft or classification of workers needed to perform the contract during the anticipated term thereof in the locality in which public work is performed, are part of these specifications. **(Appendix No. 2)**
- p. CRIMINAL HISTORY REPORT: Criminal History Reports (Act 34-1985, Act 151-1994, and FBI) will be required for the Contractor's on-site personnel.
- q. CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor, by careful examination, has satisfied himself as to the nature and location of the work, the character, quality and quantity of the materials which will be required, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions and all other matters which can in any way affect the work under this bid. No verbal agreement or conversation with any officer, agent or employee of Owner, either before or after the execution of the bid shall affect or modify any of the terms or obligations herein contained.
- r. PREQUALIFICATION OF BIDDERS: Contractors bidding on this project or projects may be required to file, prior to the time of receipt of bids, a confidential financial statement which must be a complete report of the financial resources, equipment, past record, personnel of organization and experience.
- s. PERFORMANCE GUARANTEE: The contractor shall guarantee the satisfactory performance of the completed pavement for a period of one (1) year.
- t. PAYMENT TERMS: The contract amount shall be paid in full and in one lump sum payment within ten (10) days after it has been determined and approved by the School District that all parts of this Bid specification have been fulfilled.
- u. BILLING: Invoices shall be mailed to the Manheim Township School District, Attn: Ashley Spector, P.O. Box 5134, Lancaster, PA 17606-5134 or emailed to spectoas@mtwp.net. Invoices shall be submitted with corresponding Certified Payroll Forms. The School District strives to process payment to vendors within 60-days from the billing date assuming services are performed according to the specifications.
- v. QUESTIONS: All questions pertaining to this Bid shall be directed to Tom Koch, MTSD Plant Manager, via email at kochto@mtwp.net no later than 9:00 a.m. on March 28, 2025. Questions and answers will be compiled and made available via email to all contractors.
- w. BID TIMELINE:
 - a. BID Offered: March 6, 2025
 - b. Last Day to Submit Questions: March 26, 2025, by 9 am
 - c. BID Due Date: April 1, 2025, by or before 2 pm
 - d. BID Award Date: April 17, 2025.

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QUALITY ASSURANCE

Reference Standards:

- a. Pennsylvania Department of Transportation (PennDOT)
- b. Publication 408/2000 Specifications, as amended.
- c. Publication 203, Work Zone Traffic Control.

INSTRUCTIONS TO BIDDERS:

- a. Contractor is responsible for all measurements and examination of site conditions. Each bidder shall carefully examine all Contract Documents and materials pertinent thereto, with respect to the category of work for which the Owner has advertised and will receive proposals, so that he will be completely aware and satisfied as to the character, quality and quantities of all work, materials and services required or to be provided by him to perform and complete all work of his contract for the project.
- b. Each bidder, by submission of his proposal, represents that he has visited the site, determined the conditions of the existing construction, read the Bidding Documents, and understands their full character and intent, and has otherwise complied with the provisions.
- c. No claims, allowances or concessions will be made, accepted, or recognized by the Owner, at any future time, for any additional labor, equipment or materials required, or for any difficulties encountered in the work, or for the lack of any information which could have been foreseen, apparent or ascertained had the bidder so complied with this Article.

JOB CONDITIONS

- a. Classification of Excavation: All excavation work under this contract shall be UNCLASSIFIED, and includes excavation and removal of all bituminous paving, soil, rock, boulders, fill and other materials encountered of whatever nature.
- b. Control of Traffic: Employ traffic control measures in accordance with Pennsylvania Department of Transportation Publication 203, "Work Zone Traffic Control".
- c. Furnish and maintain barricades, signs, and markings for excavated areas.
- d. Protect existing utilities and structures.
- e. Preserve, protect, and maintain operable existing drainage ways, drains and sewers.
- f. Establish and maintain required lines and grades, including crown and cross-slope, for each course during construction.

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PRODUCT DISCRIPTION

- a. Paving materials shall meet the current requirements of PA Department of Transportation.
- b. Tack Oil: PennDOT approved AET Tack Oil.
- c. Joint Sealant: PG 64-22, hot applied, single component, bituminous sealant.
- d. Geotextile Fabric: Mirafi® MPV500 w/ PG64-22 Oil
- e. Stone shall be #57 stone.

DELIVERY /PREPERATION

- a. Delivery:
 - a. The contractor is responsible for the delivery of all materials used on this job and to supply the owner with copies of material slips to verify tonnage.
- b. Notches:
 - a. The edge of the overlay shall be saw cut or milled to a depth of 1-1/2" for the entire length of the joint and the detached material removed to a minimum notch width of 12".
 - b. Tack coat vertical surfaces with bituminous tack coat material.
- c. Tack Coat:
 - a. Apply a PENNDOT approved AET tack oil uniformly to surface of the existing pavement at a rate of 0.02 to 0.05 gal. /sq. yd.
 - b. Allow the tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - c. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings.
 - d. Remove spillages and clean affected surfaces.
 - e. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
 - f. Clean contact surfaces and apply joint sealant to all joints.
- d. Surface Preparation:
 - a. Trim back grass that has grown over the edges of the existing pavement.
 - b. Surface areas are to be clean and cleared of loose aggregate.
 - c. Surface to be overlaid shall be cleaned, repaired and dry before applying tack oil.
- e. Hot-Mix Asphalt Application:
 - a. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off.

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Reidenbaugh Elementary School Paving Bid (CONT'D)

- b. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section and thickness when compacted.
- c. Spread mix at a minimum temperature of two hundred seventy five (275) degrees F.
- d. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- e. Place paving in consecutive strips not less than ten (10) feet wide unless infill edge strips of a lesser width are required.
- f. After the first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.
- g. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

COMPACTION:

- a. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-place compactors in areas inaccessible to rollers. Contractor shall use at least one roller of 10-ton static weight minimum.
- b. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm. Complete compaction before mix temperature cools to 185 degrees F.
- c. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment.
- d. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

JOINTS AND CURBLINE SEALING:

- a. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with the same texture and smoothness as other sections of hot-mix asphalt course.
- b. Cold joints and curb lines: Apply PG 64-22 to all joints and curb lines to a width of approximately twelve (12) inches.
- c. Cleaning: Broom clean areas of work and remove extra materials from job site.
- d. Contractor shall take necessary procedures to protect adjacent areas and property from damage during preparation and application.

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Reidenbaugh Elementary School Paving Bid (CONT'D)

- e. All concrete pavements not being repaired, and landscape must be protected from splashes, spills, tire marks, etc.
- f. Finished job shall be protected from traffic until repaired area is ready for use.

BITUMINOUS REMOVAL AND REPLACEMENT

- a. Cut edges of pavement in rectangular shape and for 1-foot minimum beyond damaged material. Make vertical cuts using pavement saw or cold planer.
- b. Repair and compact damaged subgrades.
- c. Remove and replace damaged aggregate base and sub-grade. Aggregate base is to be a minimum of 6-inches thick when compacted. Compact to ninety five (95) percent minimum density as determined by ASTM D1557
- d. Finished aggregate base course shall be true to line and grade within plus or minus 1/4 inch in 10-feet.
- e. Apply emulsion to aggregate base and tack coat to vertical edges of existing asphalt and curbs.
- f. Place full depth patch to match thickness of existing asphalt paving but not less than 3- inches at temperatures between 250 and 325 degrees.
- g. Longitudinal bituminous joints shall be vertical and properly tack coated if cold.
- h. Transverse joints shall always be tack coated.
- i. Compact asphaltic paving to ninety-six (96) percent minimum of design density.
- j. Roll with powered equipment capable of obtaining specified density. Vibratory plate compactor may be used for areas too small for large power equipment.
- k. Complete breakdown rolling before mix temperature drops below 240 degrees.
- l. Complete handwork compaction concurrently with breakdown rolling.
- m. Complete intermediate rolling as soon as possible after breakdown rolling and before mix temperature drops below 185 degrees. Do not roll paving for compaction purposes after asphalt temperature falls below 185 degrees.
- n. Execute compaction so visibility of joints is minimized.
- o. Complete finish rolling to improve asphalt surface as soon as possible after intermediate rolling and while asphalt paving is still warm. Do not use vibration for finish rolling.
- p. Surface shall be uniform with no 'birdbaths'. Leave finished surfaces clean and smooth.
- q. Variations from specified grades shall not exceed 1/2 inch.

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Reidenbaugh Elementary School Paving Bid (CONT'D)

PROTECTION AND CLEANUP:

- a. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled to 140 degrees F or less. Artificial cooling by use of water or other means will not be permitted. Erect barricades to protect paving from traffic until mixture has cooled and attained its maximum degree of hardness.

ADDITIONAL REPAIRS:

- a. Any necessary repairs not previously identified shall be brought to the owner's attention. When owner agrees upon additional repairs and/or replacement, they shall be done on a unit cost or time and materials basis and by the procedures described in the specifications.

**Reidenbaugh Elementary School Paving Bid
Procurement Cost Form**

The undersigned bidder certifies to having visited the site, understands the scope of work, read every page of this proposal, offers to furnish as specified, and to perform all incidental work intended herein to the Manheim Township School District in exact accordance with the specifications at the prices stated below.

BASE BID:

Repair and Resurface Playground and Walkways (Appendix No. 1)

Numerical Price: \$ _____

Written Price: _____

UNIT PRICES:

For any additional repairs not previously identified or included in total cost as specified herein and pursuant to the specifications. State the amount per square yard for:

- Bituminous Removal and Replacement \$ _____/SY
- Geotextile Fabric: Mirafi® MPV500 w/ PG64-22 Oil \$ _____/SY
- Bituminous Overlay- 1-1/2-inch \$ _____/SY

CHECKLIST:

- Bid Bond/Security & Non-Collusion Affidavit attached? ____ Yes ____ No
- *Addendum(s) Received? Yes ____ No ____ ****If "YES" list addendum number(s):*** _____

BID SUBMITTED BY:

Name of Firm: _____

Contact Person: _____

Signature: _____ Title: _____

Date: _____ Email: _____

**Appendix No. 1
Sketch of Reidenbaugh**



Appendix No. 2
Prevailing Wage Determination

The Manheim Township School District – Reidenbaugh Elementary Walkways and Playground Paving Project Prevailing Wages Determination Project Serial Number is #25-02149.

Please go to <https://www.dlsecureweb.pa.gov/PrevWage/Pages/Project.aspx?ID=191670&PageType=> to view the report, and produce a hard copy for your records.

Appendix No. 3 Index Prices for Asphalt Cement

INDEX PRICES FOR ASPHALT CEMENT (PG 64-22), PER TON; PER GALLON As of the Last Wednesday of February 2025

ZONE 1					
REFINER	POSTING LOCATION	CONTACT NAME AND TELEPHONE	LOCATION PRICE	AVERAGE PRICE	
Bitmar (Apex)	Baltimore, MD	Tytus Zurawski (514) 243-5755	\$710.00	\$710.00	
	Baltimore, MD(Apex)		\$710.00		
Assoc Asph	Baltimore, MD	Tricia Simons (540) 904-0655	\$570.00	\$570.00	
	Perth Amboy, NJ		\$570.00		
	Paulsboro, NJ		\$570.00		
Pbf Energy	Paulsboro, NJ	Alirio Zambrano (973) 789-5138	\$565.00	\$565.00	
Suit-Kote	Cortland, NY	Sam Deeb (315) 345-0033	\$700.00	\$700.00	
Russell Standard	Reading, PA	Nat Borsh (412) 520-4632	\$620.00	\$620.00	
ZONE 1 INDEX PRICE			= \$633.00 / TON	(\$698.00 / TONNE)	
			= \$2.8936 / GAL		

ZONE 3					
REFINERS	POSTING LOCATION	CONTACT NAME AND TELEPHONE	LOCATION PRICE	AVERAGE PRICE	
United	Warren, PA	Bob Sedon (814) 726-4648	\$525.00	\$525.00	
	Springdale, PA		\$525.00		
Marathon	Floreffa, PA	Christine Wais (419) 334-1837	\$580.00	\$583.33	
	Cleveland, OH		\$585.00		
	Canton, OH		\$585.00		
ZONE 3 INDEX PRICE			= \$554.00 / TON	(\$611.00 / TONNE)	
			= \$2.3574 / GAL		

ZONE 2					
AVERAGE OF ZONE 1 AND ZONE 3 PRICES					
ZONE 2 INDEX PRICE			= \$593.50 / TON	(\$654.50 / TONNE)	
			= \$2.5255 / GAL		

	CONTRACT	ZONE 1	ZONE 2	ZONE 3
BASE / TON	5610-36	\$486.00	\$493.00	\$500.00
BASE / GAL	(Bitum. Plant Mix)	\$2.0681	\$2.0979	\$2.1277
MONTHLY MULTIPLIER		1.3025	1.2039	1.1080
BASE / TON	5710-01	\$560.00	\$541.50	\$523.00
BASE / GAL	(Liquid Bituminous)	\$2.3830	\$2.3043	\$2.2255
MONTHLY MULTIPLIER		1.1304	1.0960	1.0593

Appendix No. 4
MANHEIM TOWNSHIP SCHOOL DISTRICT
NON-COLLUSION AFFIDAVIT

Contract / RFP Number: _____

State of: _____

County of _____

I state that I am _____ (title) of _____ (Name of 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 the 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 prices(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 noncompetitive bid or other form of complementary 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 noncompetitive bid.

(5) (Name of my firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under 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 _____ (Name of firm) understands and acknowledges that the above representations are material and important and will be relied on by MANHEIM TOWNSHIP SCHOOL DISTRICT in awarding the contract(s) 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 MANHEIM TOWNSHIP 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 _____, 2025

_____ (Notary Public) My Commission Expires _____

Appendix No. 5

Insurance Requirements and Limits

1. Commercial General Liability:
 - o \$2,000,000 Products/Completed Operations
 - o \$2,000,000 General Aggregate
 - o \$1,000,000 Any One Occurrence
 - o \$1,000,000 Personal & Advertising Injury

Policy shall be written on an Occurrence form. Policy shall include coverage for: Employees, Volunteers, and Independent Contractors; Premises, Operations and mobile equipment liability; Contractual Liability insuring the obligations assumed by the sub-contractor or vendor in this subcontract; Completed Operations and Products Liability; Broad form Property Damage Liability, including completed operations; Liability that the Subcontractor may incur as a result of the operations, acts, or omissions of its subcontractors, suppliers, agents or employees.

The Certificate must show the Manheim Township School District, as an additional insured for ongoing and completed operations on the General Liability policy. Additional insured status must apply on a primary and non-contributory basis. A copy of the policy endorsement showing additional insured status and any other special policy provisions which may exclude or limit our insured position must be attached to the Certificate.

2. Umbrella/Excess Coverage: To extend additional limits of coverage over the General Liability, Auto Liability, Professional Liability, and Employers' Liability insurance policies.
 - Each Occurrence \$2,000,000
 - Aggregate \$2,000,000
3. Professional Liability:
 - o Per Claim \$2,000,000
 - o Aggregate \$2,000,000
4. Commercial Automobile Liability: Including coverage for owned, hired and non-owned vehicles.
 - o \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
5. Workers' Compensation and Employers' Liability:
 - o Statutory limits as required by the State of Pennsylvania
6. Employers Liability Coverage (Part 2 on your Worker's Compensation Policy)
 - o \$100,000 Each Accident
 - o \$100,000 Each Employee for Injury by Disease
 - o \$500,000 Aggregate for Injury by Disease

The Certificate of insurance must provide that the policies shown on the Certificate cannot be cancelled until after thirty (30) days written notice to the Certificate Holder, and if the expiration date of the policies occurs during the term of the awarded contract, a renewal certificate of insurance (with policy numbers) will be provided to the Manheim Township School District, prior to the effective date of the renewal policies.

General Liability, Umbrella/Excess Liability, Professional Liability, Automobile, and workers compensation policies shall be endorsed to include waiver of subrogation in favor of Manheim Township School District.