Bristol Township

2501 Bath Road · Bristol, PA 19007 · (215)-785-0500 · Fax (215)-785-2131

NOTICE TO BIDDERS
TOWNSHIP OF BRISTOL
Sealed Proposals for

Tree Trimming and Removal Services

Sealed proposals will be received by the Township Manager of Bristol at the Municipal Building, 2501 Bath Road, Bristol, PA 19007 until March 9, 2017 at 2:00PM at which time the proposals will be publicly opened and read aloud. Contract documents for the above may be examined and obtained from the Office of the Township Manager, at the Municipal Building, 2501 Bath Road, Bristol, PA 19007 during normal business hours. (8:30 A.M. – 5:00 P.M.) or downloaded from the Township's website, www.bristoltownship.org.

All questions must be submitted by email to the Public Works Director, Dave Capponi at email: Dcapponi@bristoltownship.org. Proposals must be on the form furnished by the Municipality. A certified check or bid bond in the amount of 10% of the daily rate included in their proposal made payable to Bristol Township must accompany the bids.

The Township reserves the right to reject any or all bids, to waive any defects or informalities in the bids, and to accept the bid that it deems, in its sole judgement, to be in the best interest of the Township.

William J. McCauley III
Township Manager

BRISTOL TOWNSHIP
2501 Bath Road
Bristol, PA 19007

GENERAL CONDITIONS

1. BIDS WILL NOT BE CONSIDERED UNLESS SUBMITTED ON TOWNSHIP FORMS.

2. Bids must be typewritten, or written in ink, and must be signed by the bidder on the enclosed form.

3. Bids shall be delivered to the Township Building, 2501 Bath Road, Bristol Pa, 19007 IN SEALED ENVELOPES MARKED AS TO THE CONTENTS.

4. For the time and place of opening bids, see the announcement attached.

5. Bids must remain firm for ninety (90) days from date of bid opening and cannot be withdrawn during this period.

6. Bids must show unit and total prices; but where the figures are irreconcilable, awards will be made on the basis of the unit price. Bids shall include ALL DELIVERY COSTS BUT NO STATE OR FEDERAL SALES TAX.

7. The Township of Bristol reserves the right to accept or reject all or any portion of any bids submitted, and to make awards that will serve the best interest of Bristol Township. The Township of Bristol reserves the right to waive variances in products from the specifications if, in the Township judgment, the overall total quality of the product is not altered.

8. The bidder agrees, if awarded the contract, TO FURNISH, AND DELIVER or construct the items herein enumerated AT SUCH TIMES AND PLACES AS THE TOWNSHIP MAY DIRECT.

9. The bidder agrees that ALL the items herein enumerated shall be SUBJECT TO INSPECTION by employees of the Township or by qualified agents of the Township, and should they not be in conformity with the specifications, the bidder agrees to remove the same from the Township's premises UPON DUE NOTICE.

10. The bidder agrees that, if awarded the contract for the items herein specified, he WILL NOT ASSIGN, TRANSFER OR SUBLET the contract or purchase order.

GENERAL CONDITIONS (cont'd):

11. Wherever the specifications indicate a product of a particular manufacturer, name or brand, such names are for the purpose of clarification and identification, and do not signify a preclusion of other manufacturers' products. Unless otherwise noted it shall be understood that all articles or products shall be similar in design and function to those specified, and shall, regardless of any trade or manufacturer's name, meet the specifications established by the Township. If the bidder is bidding on other than items specified, he shall so note on the bid or the bidder shall be interpreted as bidding on the exact brand and model specified. If the bidder is bidding on comparable equipment/materials: drawings, plans and specifications from that manufacturer must be included with the bid.

12. The Township shall be provided with all necessary information in compliance with the Right to Know Law on items supplied that are subject to said laws.

13. The bidder does hereby agree that, if awarded the contract, he will indemnify and save harmless the Township of Bristol, the Township Council – its Township Manager, Employees and Agents – from all suits and actions of every nature and description brought against them, or any of them growing out of any contract or contracts written or verbal, entered into between the successful bidder and the Township.

14. Bidding must be done in full compliance with applicable laws of the First Class Township Code of Pennsylvania and Bristol Township Administrative Code.

15. The bidder agrees, if awarded the contract, to furnish and deliver all of the said articles within thirty (30) days from the date of purchase order, unless otherwise noted, to the place or places therein specified, and in such quantities as specified in the purchase orders or orders, and that all of the said articles shall be subject to the inspection and approval of the said Township Manager or his Designee.

16. The Township Manager or his Designee is authorized and empowered to purchase articles in conformity with this contract from such party or parties, in such quantities and in such manner as it shall select, at the expense of the successful bidder, in the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications, or to replace any which are rejected as stated in the preceding paragraph.

17. Each shipment shall be clearly marked with our purchase order number and the building to which it is to be delivered, and shall include a packing slip showing our purchase order number.

GENERAL CONDITIONS (cont'd):

18. An invoice showing our Purchase Order Number shall be forwarded, in duplicate, to the Township Office, 2501 Bath Road, Bristol Pa. 19007.

19. The accepted bidder shall furnish a warranty and/or guarantee of all items supplied as provided for by the manufacturer of those items.

20. It is the responsibility of the bidder to inform the Township, with the proposal, of any portion or portions of the specifications that the bidder cannot conform to. Lack of such notice by the bidder will fully and completely in every detail conform to said specifications.

21. PROPERTY AND PLANT PROTECTION AND/OR REPLACEMENT

The Contractor will be held responsible for all property and plant damage, including negligence in the course of performing the work. Any property or plants damaged during the course of the work shall be restored by the Contractor to a condition that is equivalent to the condition before the damage was done. This includes damage to the Township owned property, turf, shrubbery, trees, flowers, and other plant material. All repairs or replacements will need to be approved in advance by the Township's Public Works Department.

All damages must be reported immediately to the Township and all damaged items must be replaced or returned to their original condition within fourteen (14) calendar days or less, except flower beds which must be repaired within seven (7) calendar days. The Township will determine whether or not the Contractor is qualified to make the required replacements. If the Contractor is not qualified to make the repair or replacement, the Township will make them at the Contractor's expense. Only Township approved plant materials, or parts are to be used when making repairs. The Township will determine the locations, quantities, varieties, and approved sources of plant material. No plant replacements are to take place without prior approval from the Township.

22. WATER QUALITY REGARDING LANDSCAPING/MOWING

Contractors shall not allow large amounts of waste generated during landscaping or mowing activities to enter the municipal storm drain system (storm water pipes, catch basins, drainage ditches, and similar conveyances) where it may result in blockages or detrimental impacts to surface water quality. Reasonable efforts must be made to keep landscaping and mowing waste out of the storm drain system, and may necessitate collection and removal of waste from the worksite. In no case should a contractor purposely direct landscaping or mowing waste into the storm drain system as a means of disposal. Also, contractors must follow proper pesticide and fertilizer application methods as prescribed by industry standards and on product labels. If such products are spilled, the contractor must respond promptly to collect and properly dispose of the spilled product and clean up the impacted area. Spills should also be reported by the contractor to appropriate environmental regulatory agencies in accordance with the law.

SPECIAL CONDITIONS

1. CONTRACT SECURITY

Each Contractor shall furnish a surety bond in the amount of $100,000 for faithful PERFORMANCE; a separate surety bond in the amount of $100,000 for the payment of LABOR and MATERIALS; and a separate MAINTENANCE bond in the amount of $15,000. The PERFORMANCE AND LABOR AND MATERIALS bonds are to continue in effect for a period of one (1) year after final payment. The MAINTENANCE bond is to continue in effect for a period of one (1) year after the date of completion, approval and acceptance of the entire work. Work shall not commence under this contract until each of the above bonds have been obtained.

All Bonds must be executed by a corporate surety satisfactory to the Owner, and each set of bonds executed must include a Power of Attorney and the latest statement of assets and liabilities with an authorized signature from the company. Should any surety upon such bonds become unsatisfactory to the Owner, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interest of the Owner.

Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

2. CONTRACTOR'S INSURANCE

(a) General –

Do not commence work under the contract until all insurance, and insurers, under this section have been obtained and approved by the Owner.

Before or at the execution of a Contract, provide the Owner with certificates of insurance evidencing the coverage required.

Have all primary and excess liability policies contain the following clause:
"Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to the Owner by Certified Mail."

Maintain the insurance described herein until the work is completed and Final Certification of Completion has been issued.

All insurance policies must be written by an Insurance Company licensed and authorized to do business in Pennsylvania and acceptable to the Owner. The bond is to be approved by the Township.

(b) Worker's Compensation and Employer's Liability Insurance – Take out, pay for and maintain during the life of the contract. Worker's Compensation Insurance in statutory required limits for the protection of all employees. Provide, pay and maintain during the life of the contract, Employer's Liability Insurance in limits of not less than

$500,000 bodily injury each accident, $500,000 bodily injury by disease, and $500,000 bodily injury by disease each employee.

(c) Commercial General Liability Insurance – Includes: Products/Completed Operations; Blanket Contractual Liability – All Written & Oral Contracts; premises and operations liability; explosion, collapse and underground; personal injury; independent contractors; broadform property damage; severability of interest provisions; personal injury and advertising liability; premises medical payments; fire damage legal liability – real property; incidental malpractice (including employees); non-owned watercraft; and automatic coverage for newly acquired entities.

The minimum limits for Commercial General Liability policy will be as follows:

- $1,000,000 Each Occurrence
- $1,000,000 Advertising and Personal Injury Limit
- $2,000,000 General Aggregate per Location/Per Site
- $2,000,000 Products and Completed Operations Aggregate
- $50,000 Fire Damage Legal, Any One Fire
- $5,000 Medical Payments

(d) Commercial Automobile Liability Insurance - covering all owned, hired, leased and non-owned vehicles with a minimum limit of liability of $1,000,000 per occurrence.

(e) Commercial Umbrella/Excess Insurance- with the following minimum limits:

- $3,000,000 Each Occurrence
- $3,000,000 General Aggregate
- $3,000,000 Products/Completed Operations Aggregate

(f) The Commercial General Liability and Automobile Liability policies will name Bristol Township as Additional Insured.

(g) Endorsements – For completed operations and ongoing operations for construction activities must be provided by the successful bidder. A copy of the actual endorsement which has the name of the insured and their policy number listed, (no handwritten information), included with the certificate must be submitted to the Township. Attached are sample endorsements which may be completed and provided to the Township.

(h) Proof of Insurance – Before commencing work, furnish to the Township three original certificates of insurance outlining the coverages detailed above. The certificate will also indicate the Additional Insured status of the Township and the appropriate cancellation/nonrenewal notice wording.

The insurance company certificates will be in standard ACORD form and will contain the address and phone number of the insurance company or insurance agent. If appropriate, the Township reserves the right to request certified copies of the contractor's insurance coverages.

FORM OF PROPOSAL

NOTE: CLEARLY MARK OUTSIDE OF SEALED BID WITH IDENTIFICATION AS TO:

1. TREE TRIMMING AND REMOVAL SERVICES.

2. The name of the company or corporation submitting the bid.

ALL BIDDERS MUST USE THIS FORM, OR AN EXACT DUPLICATE FOR SUBMITTING BIDS

Bidders must return the following:

1) Form of Proposal

2) Non-Collusion Affidavit

3) Bid Bond or Certified Check in the amount of 10% of the daily rate included in their proposal.

4) Ownership Disclosure Statement

F O R M O F P R O P O S A L

PLACE: Township Building
2501 Bath Road
Bristol, PA 19007

DATE OF BID SUBMISSION BY: March 9, 2017 @ 2:00PM

BID OPENING: March 9, 2017 @ 2:01PM

TO: TOWNSHIP OF BRISTOL

The undersigned,_____,
(name of bidder)
after complete examination of the specifications and contract form of documents, hereby proposes to furnish all equipment, materials, and labor (as required) for the

Tree Trimming and Removal Services

listed below, together with all incidentals thereto, in accordance with the enclosed specifications which are understood as being part of this proposal.

The bidder understands that the Township reserves the right to reject any or all bids, to waive any defects or informalities in the bids, and to accept the bid that it deems, in its sole judgement, to be in the best interest of the Township.

Daily Rate Shall Include:

Equipment	Manpower
Bucket Truck minimum 60‘	1- Supervisor
Chipper minimum 18”	4 man crew-comprised of required
Chipper Truck	equipment, operators and laborers
Wood Log Truck	
Pickup Truck	
Stump Grinder	
Inventory: Chain Saws, Rope Bars, hand saws, etc.	

Daily Rate: $_____

Words_____

½ Day (4 hours) Rate: $_____

Words_____

Emergency Call in fee: $_____

Words_____

Emergency call in fee will be paid in addition to the ½ day or daily rate, but only paid for emergency calls not during normal business hours.

The Bidder understands that the Owner reserves the right to reject any or all bids, and to waive any informalities in the bidding. The bidder shall submit a bid bond or check in the amount of 10% of the daily rate included in their proposal.

The Bidder agrees that this bid shall be good for a period of ninety-days (90) after the scheduled closing time for receiving bids, and may not be withdrawn during this period.

The undersigned does further agree, within fifteen (15) days or receipt of written notice of the acceptance of this bid, to execute the formal contract, bound in the specification, and contract and deliver a Surety Bond or Bonds as required by the General Conditions and Contract.

SEAL IF BID IS BY A CORPORATION

_____ By_____

Business Name

_____

(signature of Bidder)

_____

Business Address

_____

Business Phone

_____

_____

Business Fax

_____

Email

Bid Specification

1. This specification is to provide for tree take down, tree trimming, wood removal and stump grinding at various locations at the direction of the Township. Wood and debris that is removed from site will be disposed of in compliance with all Federal, State and local laws.

2. When stump grinding is required, stumps will be removed 6" to 12" below soil.

3. Grindings may be placed in hole, excess shall be removed.

4. The bidder must own the equipment that is included in determining the rate schedule as listed on the proposal form.

5. Proof of ownership must be submitted with the bid document.

6. Must have sufficient staff to fulfill manpower requirement. Staff must be qualified to operate equipment.

7. Must submit employee list.

8. All employees must be legal residents of the USA and have required documents.

9. The bidder must provide references from prior clients.

10. Bidder must have municipal references and experience.

11. Bidder must have $1,000,000.00 of Liability coverage and also have workers compensation insurance as specified in the Special Conditions section (2.) Contractors Insurance.

12. Except for emergency work, bidder will provide the requesting Township representative with an estimate of the time required to complete the work before starting.

13. The Township will provide bidder with a purchase order for all non-emergency work prior to starting assignment. Emergency work will waive this requirement.

14. Bidder must be capable of providing emergency service and in such case respond within 1 hour of call from Township personnel.

15. Failure to respond to emergency work calls, in required time, will result in cancellation of contract

Acknowledgement to be submitted with bid

_____
Company

_____
Signature

_____
Date

NON-COLLUSION AFFIDAVIT

Contract/Bid No._____

State of_____:

:s.s.

County of_____:

I state that I am_____of_____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for 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 price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed.

(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 of discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____, its affiliates,
(Name of my firm)

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 or any public contract, except as follows:

I state that_____ understands and
(Name of my firm)

acknowledges that the above representations are material and important, and will be relied

on by_____
(Name of public entity)

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_____of the true facts relating to

submission of bids for this contract.

_____
(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS_____

Day of_____2017

_____ My Commission Expires
Notary Public

OWNERSHIP DISCLOSURE STATEMENT

Listed below are all individuals, entities, etc. who have at least 5% interest in the company, partnership, corporation, etc. submitting this proposal:

NAME	ADDRESS	%INTEREST

EQUIPMENT MATERIAL CONTRACT

AGREEMENT, made this day of by and between the Township of Bristol, Bucks County, Pennsylvania, hereinafter called Owner, and

a Corporation organized and existing under the laws of the State of
a partnership consisting of the following members:

an individual, of State of
hereinafter called Contractor.
WITNESSETH, that the Contractor and Owner for consideration named herein agree as follows:

ARTICLE 1. – SCOPE OF WORK

The Contractor shall in a first class manner, deliver and furnish all of the materials and or equipment, provide any labor required to effectuate the proper operation and/or installation of said item entitled in strict and complete conformity with the contract documents and specifications dated the Contractor shall do everything required by this Agreement and the contract documents provided herein.

ARTICLE 2. – PAYMENT AND CONTRACT SUM

Owner shall pay Contractor for the performance of this Contract, subject to additions and deductions, and subject to adjustment of quantities where unit bid is accepted, as provided in the specifications. The determination of the Owner as to quantities supplied and installed shall be final, binding, not appealable and not subject to arbitration.

Payments shall be made in accordance with the provisions as set forth in the specifications. Final payment shall not be paid to Contractor until after final inspection and acceptance of the items by the Owner. Owner reserves the right but shall not be obligated to require Contractor to furnish Township with a properly executed Release of Liens and written approval of Contractor's Surety Company prior to final payment.

ARTICLE 3. – TIME OF COMPLETION

This contract will expire on December 31, 2019. The Contractor agrees to complete non-emergency work assignments within 5 days of receipt of a Purchase Order from the Township.

ARTICLE 4. – CONTRACT DOCUMENTS

The contract documents shall consist of the following:

(1) Advertisement for bids
(2) Instructions and Supplementary Instructions to Bidders
(3) Actual Proposal (bid) submitted by contractors
(4) This Agreement
(5) Performance Bond, Maintenance Bond and Payment Bond (as required)
(6) Specifications in their entirety
(7) Addenda (if any)
(8) All drawings, plans, and shop prints heretofore or hereafter issued
(9) Insurance Certificates required

ARTICLE 5. – INSURANCE AND WAIVER OR LIENS PRIOR TO COMMENCING WORK

Contractor shall furnish Owner with executed Waiver of Liens and Certificates of Insurance in form and with such companies deemed appropriate by Owner, as required by the contract documents prior to supplying items.

ARTICLE 6. – BONDS

Contractor shall furnish Owner with a Performance Bond, a separate surety bond for the payment of labor and materials, each in the amount of this contract, in the amount of One Hundred Thousand Dollars ($100,000.00), and all of said Bonds shall be with corporate surety and in form satisfactory to Owner and in accordance with the laws of the Commonwealth of Pennsylvania.

ARTICLE 7. – CONTRACTOR REPRESENTS AND WARRANTS AS FOLLOWS:

(a) That it is financially solvent and that it is experienced in and competent to furnish the materials, supplies or equipment and,

(b) That it is familiar with, and will in performing this contract, abide by all Federal, State, Municipal and Department laws, Statues, Ordinances and Regulations which in any way affect the items to be supplied herein and shall in any way affect employees, wages paid, their employment and materials and equipment used by Employer to perform the work herein;

(c) That such items required by the contract documents can be satisfactorily used for the purposes for which it is intended, and are new and unused, and

(d) The Contractor specifically warrants to the Township that the Contractor has carefully examined the contract documents and this Agreement and is familiar with the contents and legal effect of all the contract documents and this agreement.

(e) The Contractor specifically warrants to the Township that the Contractor is authorized, licensed, and registered to do business in the Commonwealth of Pennsylvania.

ARTICLE 8. – This Agreement shall extend to and be binding upon the respective heirs, administrators, executors, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed and set their hands and seals on the day and year first above written.

BRISTOL TOWNSHIP

BY:_____

William J. McCauley, III
Township Manager

ATTEST: _____

AFFIX
SEAL
HERE

(CORPORATE CONTRACTOR)

_____

BY:_____

President

ATTEST: _____

AFFIX

SEAL

HERE

HOLD HARMLESS CLAUSE

The contractor shall indemnify and save harmless the Township form and against all losses, claims, demands, payments, suits, actions recoveries, and judgments of every nature and description brought against or recoverable from the Township of Bristol by reason of any act or omission of the contractor, his agents, employees or assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of or failure to execute the work or in consequences of any negligence or carelessness connected with the execution of or failure thereof of any work and any activities directly or indirectly incidental thereto. This specifically includes any negligence or carelessness of the contractor in failing to review or in the review of all plans, specifications, ordinances, rules, regulations and other documents published by the Township of Bristol or other agencies, governmental or otherwise, in connection with the preparation and award of the contract.

The contractor shall assume all risk and bear any loss for injury to the property of or to any person, which is caused by the negligence of the contractor including his negligent failure to notify the Township of Bristol of any dangerous condition requiring Township action, during the period including periods when the contractor is not present on the site but during the progress of work provided for in the contract until the same shall have been completed and accepted in writing or by formal Board approval. The contractor shall also assume all responsibility for any and all loss by reason of the contractor's negligence or violation of any local, state, or federal law, regulation, practice, or order. The contractor shall give to the Township authorities and all other appropriate authorities all required notices in writing relating to the work for which the contract was let including all notices of any dangerous conditions, and what precautions contractor is taking to protect against same.

The contractor is executing this agreement represents to the Township of Bristol that the contents of the Hold Harmless Clause have been communicated to any subcontractors or employees and that this representation is made on behalf of both himself and all persons or organizations acting on contractor's behalf including any subcontractors.

_____

Firm Name

_____

President

ATTEST:_____ _____

Secretary