



Bristol Township

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

NOTICE TO BIDDERS
TOWNSHIP OF BRISTOL
Sealed Proposals for

Snow Removal/Plowing Services for 2016-2018

Sealed proposals will be received by the Township Manager of Bristol at the Municipal Building, 2501 Bath Road, Bristol, PA 19007 until November 30, 2016 at 11:00AM 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, David Capponi at dcapponi@bristoltownship.org. Proposals must be on the form furnished by the Municipality. A certified check or bid bond in the amount of \$1,000 per truck, 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- Exhibit "A"

1. Bid Documents consist of the General and Special Conditions (Exhibit "A"), Proposal Form and Bidder's Affidavit (Exhibit "B") the Detailed Specifications (Exhibit "C"), Non-Collusion Affidavit (Exhibit "D"), and Contract Form, (Exhibit "E")
2. BIDS WILL NOT BE CONSIDERED UNLESS SUBMITTED ON TOWNSHIP FORMS.
3. Contractor may bid on a one (1) year option or up to and including all three (3) year options.
4. Bids must be typewritten, or written in ink, and must be signed by the bidder on the enclosed form.
5. Bids shall be delivered to the Township Building, 2501 Bath Road, Bristol PA, 19007 IN SEALED ENVELOPES MARKED AS TO THE CONTENTS.
6. Bids must remain firm for ninety (90) days from date of bid opening and cannot be withdrawn during this period.
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.
8. 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.
9. The bidder agrees that, if awarded the contract for the items herein specified, he WILL NOT ASSIGN, TRANSFER OR SUBLET the contract.
10. 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.
11. Bidding must be done in full compliance with applicable laws of the First Class Township Code of Pennsylvania and Bristol Township Administrative Code.

SPECIAL CONDITIONS

1. **CONTRACT SECURITY**

Each Contractor shall furnish a surety bond in the amount of \$1,000 per truck for faithful PERFORMANCE. Work shall not commence under this contract until each of the above bonds have been obtained.

The Bond 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.

2. **CONTRACTOR'S INSURANCE**

- (a) **General** – 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” and 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.
- (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 \$1,000,000 for each occurrence.
- (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 General Liability and Automobile Liability Policies** – Shall name Bristol Township as Additional Insured.
- (f) **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.

PROPOSAL FORM (Exhibit "B")

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

1. Snow Removal/Plowing Services 2016-2018
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) Proposal Form
- 2) Non-Collusion Affidavit
- 3) Bid Bond or Certified Check in the amount of \$1,000 per truck

FORM OF PROPOSAL

PLACE: Township Building
2501 Bath Road
Bristol, PA 19007

DATE OF BID
SUBMISSION BY: November 30, 2016 by 11:00AM

BID OPENING: November 30, 2016 at 11:01AM

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: **Snow Removal/Plowing Services** listed below, together with all incidentals thereto, in accordance with the enclosed specifications which are understood as being part of this proposal.

Option 1 (One year term): COST FOR SERVICES (December 2016 - April 2017)

1. Contractor may bid on one year option or up to three year options.
2. Provide total hourly rate for one (1) man and one (1) truck.
3. The hours needed for these services will be based on snow fall and declared snow emergencies.
4. Proposals will be awarded based on the lowest Bid Rate per hour by type of equipment.

PLOW SIZE

HOURLY RATE

8' to 9 ½' \$ _____

10' to 11' \$ _____

11 ½' AND UP \$ _____

Backhoes 1 CY Minimum \$ _____

Loaders 1 ½ CY Minimum \$ _____

Option 2 (2 year term): COST FOR SERVICES (December 2016 – April 2018)

1. Contractor may bid on one year option or up to three year options.
2. Provide total hourly rate for one (1) man and one (1) truck.
3. The hours needed for these services will be based on snow fall and declared snow emergencies.
4. Proposals will be awarded based on the lowest Bid Rate per hour by type of equipment.

| <u>PLOW SIZE</u> | <u>HOURLY RATE</u> |
|-------------------------|---------------------------|
| 8' to 9 ½' | \$ _____ |
| 10' to 11' | \$ _____ |
| 11 ½' AND UP | \$ _____ |
| Backhoes 1 CY Minimum | \$ _____ |
| Loaders 1 ½ CY Minimum | \$ _____ |

Option 3 (three year term): COST FOR SERVICES (December 2016 - April 2019)

1. Contractor may bid on one year option or up to three year options.
2. Provide total hourly rate for one (1) man and one (1) truck.
3. The hours needed for these services will be based on snow fall and declared snow emergencies.
4. Proposals will be awarded based on the lowest bid rate per hour by type of equipment.

| <u>PLOW SIZE</u> | <u>HOURLY RATE</u> |
|-------------------------|---------------------------|
| 8' to 9 ½' | \$ _____ |
| 10' to 11' | \$ _____ |
| 11 ½' AND UP | \$ _____ |
| Backhoes 1 CY Minimum | \$ _____ |
| Loaders 1 ½ CY Minimum | \$ _____ |

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 \$1,000 per truck 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.

Business Name

By _____

(Signature of Bidder)

Business Address

Business Phone

Business Fax

Email

NOTE: A CO-PARTNERSHIP MUST GIVE THE FIRM NAME AND SIGNATURE OF PARTNER WITH TITLE. A CORPORATION MUST GIVE THE FULL CORPORATE NAME, SIGNATURE OF OFFICIAL WITH TITLE AND AFFIX THE CORPORATE SEAL.

BID SPECIFICATION-EXHIBIT "C"

GENERAL INFORMATION

These specifications describe the terms and conditions for SNOW REMOVAL OPERATIONS under the contract for Bristol Township. The Township is requesting services from one or more contractors to aid in the snow removal services of the Township's roadways. The equipment and operators shall be available on a twenty-four (24) hour, seven (7) days a week basis during the contract winter season with a one hour reporting time.

1. Truck with plow and experienced operator, fully licensed under the laws of the Commonwealth of Pennsylvania to operate the equipment: **Plow width to be 8' minimum.**
2. Backhoes and Wheel Loaders with experienced operator fully licensed under the laws of the Commonwealth of Pennsylvania; Four Wheel Drive, Rubber Tires, 1 CY Bucket minimum on Backhoes and 1.5 CY minimum on Wheel Loaders.
3. The Township will be awarding contracts for trucks, wheel loaders and backhoes. The Township will be awarding more than one contract if necessary.
4. Work will be in Bristol Township, Bucks County, on an as-needed basis.
5. Equipment must conform to all applicable laws for that type of Equipment including operator with valid license. All equipment must conform to PA Motor Vehicle Code.
6. Trucks, Backhoes and Wheel Loaders must have yellow strobe lights.
7. Equipment sizes will be verified prior to use.
8. Breakdown Time - Any vehicle which is not in service due to mechanical problems will be considered out of service. Hourly rates paid for in-service time. It is the responsibility of the contractor to keep accurate hours and submit to the Director of Public Works.
9. Backhoes and Wheel Loaders will be assigned to areas within Bristol Township for clearing of snow. The decision to use loaders will be at the discretion of Bristol Township, depending on the snow storm.
10. All trucks when in use for Bristol Township must have an activated cellular phone, with the phone number available to Bristol Township personnel. Contractors are responsible for supplying their own cell phones.
11. All streets assigned to the contractor will be plowed curb to curb, with close attention being paid to medial strips, right and left turn lanes, and curb lines. When each road is completed it will be the operator's responsibility to call the Public Works Director and report same. The Public Works Director or Designee will check all roads to be sure that they are completed. Only roads approved by the Township as being properly cleared will be paid for.

12. Should any of the contractor's vehicles become involved in any type of mishap (i.e. mail boxes, street signs, curb damage, etc.) or accident, they will immediately notify the Public Works Director and the Bristol Township Police Department. If the accident involves personal injury or vehicle damage, they will remain on the scene until further notice by dispatcher or police officer.
13. The following personnel are authorized to call out the contractor(s) for snow plowing: Township Manager, Deputy Township Manager, Director of Public Works, and Crew Leaders.
14. Bids will be awarded based on lowest Bid Rate per hour, by Type of Equipment (plow size). Contractor will be responsible to provide qualified and experienced operators to operate equipment. The Township may award more than one (1) bid as needed for best results.

Response Time:

Contractors shall be available on a twenty-four (24) hour, seven (7) day a week basis during the contract winter season and will be required to respond within (1) hour of the callout for winter service to Bristol Township through the Public Works Department. Contractors should be located within 15 miles of Bristol Township, Bucks County.

Experience:

Operators of Trucks, Backhoes and Wheel Loaders must have a minimum of five-year's experience plowing snow for commercial accounts and/or municipalities.

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 _____ 2016

Notary Public

My Commission Expires

CONTRACT (Exhibit E)

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. Final payment shall not be paid to Contractor until after final inspection and acceptance of the items by the Owner.

ARTICLE 3. – TIME OF COMPLETION

This contract will expire on _____ (leave blank since the contract could be up to a three year term.

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) Surety Bond
- (6) Specifications in their entirety
- (7) Addenda (if any)
- (8) Insurance Certificates required

ARTICLE 5. – INSURANCE PRIOR TO COMMENCING WORK

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

ARTICLE 6. – BONDS

Contractor shall furnish Owner with a Performance Bond, in the amount of \$1,000 per truck 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, Statutes, 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 from 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