

WARMINSTER TOWNSHIP, BUCKS COUNTY
COMMONWEALTH OF PENNSYLVANIA

NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS and SPECIFICATIONS
FOR LIGHT DUTY TOWING SERVICES

JANUARY 2019

**NOTICE TO BIDDERS FOR LIGHT DUTY TOWING SERVICES
IN THE TOWNSHIP OF WARMINSTER**

Sealed bids addressed to Gregg Schuster, Township Manager, Township of Warminster, 401 Gibson Avenue, Warminster, PA 18974, for Light Duty Towing Services for a period of one (1) year commencing March 1, 2019, within the Township of Warminster, will be received by the Township Manager's office until **2:00 p.m. on February 5, 2019**. No bid will be accepted after such date and time, and any bids received after such date and time will be returned unopened to the bidder. The sealed bids will be publicly opened and read aloud in the Public Meeting Room of the Warminster Township Building, 401 Gibson Avenue, Warminster, at **2:00 p.m. on February 5, 2019**.

All bidders must attend a **mandatory pre-bid meeting**, at the Warminster Township Public Meeting Room, 401 Gibson Avenue, Warminster, PA 18974, on **January 15, 2019**, beginning at **2:00 p.m.** Failure to attend the mandatory pre-bid meeting will render a bidder ineligible to submit a bid proposal pursuant to these specifications. Questions on the bid package are to be submitted in writing to the Township no later than **2:00 p.m. on Friday, January 18, 2019** to receive response from the Township.

Each bid must be made on the "Proposal Bid Form" and signed by a person authorized to make the proposal and bid. Each bid must be accompanied by the requisite bid bond or certified check, Affirmative Action Affidavit, Surety Bid Letter, Bidder's Questionnaire, and Authorization Resolution and other required documents as set forth in the enclosed "Specifications for Light Duty Towing Services".

Bidders are required to bid on a one (1) year contract with an option to extend the contract for one (1) year (which extension is unilateral, and may be exercised by the Township in the sole discretion of the Board of Supervisors of Warminster Township).

The bid bond or certified check must be payable to the Township of Warminster in an amount equal to **ten percent (10%) of the total amount of the highest total possible bid amount including option years** to guarantee that in the event the bid is accepted and the contract awarded to the bidder, the contract will be duly executed and a performance bond and insurance will be provided to the Township. Bid Bonds must set forth a specific dollar amount and be signed by a Pennsylvania licensed resident agent.

The award of the bid is contingent on the action of the Warminster Township Board of Supervisors to amend the Township Code to allow a single light duty towing contractor to serve the Township. If awarded, the contract will be awarded within 30 days following the date the bids are publicly opened and read. Once bids are opened, no bid may be withdrawn except in compliance with the Bid Withdrawal Act (73 P.S. of 1601 et seq.).

Detailed information, Proposal Bid Form, "Specifications for Light Duty Towing Services", Affidavits, Questionnaire, and other information may be obtained from the Township Manager's Office, 401 Gibson Avenue, Warminster, PA 18974, at a cost of twenty-five dollars (\$25.00) per copy, or may be obtained free of charge by visiting the Township website at www.warminsterpa.org.

The right is reserved by the Township of Warminster to waive any informality in a bid or to reject any and all bids when such action is deemed to be in the best interest of the Township. Warminster Township solicits your bid in accordance with the aforesaid documents and their terms and conditions contained herein attached hereto and made a part hereof.

Gregg Schuster, Township Manager
Warminster Township

SPECIFICATIONS FOR LIGHT DUTY TOWING SERVICES

SECTION 1: INSTRUCTIONS TO BIDDERS

1.01 Scope of Work

Contractor agrees to provide light duty towing, storage, and impounding service to Warminster Township twenty-four (24) hours a day, three hundred sixty-five (365) days a year for a one (1) year contract with an option to extend the contract for one (1) year (which extension is unilateral, and may be exercised by the Township in the sole discretion of the Board of Supervisors of Warminster Township).

Contractor agrees to respond to any accident reported by the Warminster Police Department (“WPD”) within twenty (20) minutes absent showing of exigent circumstances.

Contractor agrees to be available for release of vehicles within 60 minutes of notification by owner between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday and 9:00 a.m. to 4:00 p.m. on weekends and holidays.

In addition, Contractor must be available for release of vehicles at any time if such need would arise as determined by the WPD.

1.02 Examination by Bidders of the Municipality

Bidders shall inspect the entire area included within the scope of services so as to make their own judgment with respect to the service area and all other circumstances affecting the cost of the services to be provided and the nature of the work to be performed. The figures provided herein are not to be taken as binding, and bidders assume patent and latent risks in connection therewith.

Bidders must submit any questions regarding these Specifications, any related agreements or documents, and the work related thereto to the Township Manager in writing before **2:00 on January 18, 2019**. Written responses to questions will be provided to all bidders.

1.03 Conditions of Service

Warminster Township does not make any representations in connection with regard to any of the supplementary materials that form part of this proposal and request for bids.

Insofar as possible, the contractor (the successful bidder, assuming a contract is awarded and undertaken) in the performance of the services called for in this document, must employ such methods or means as will avoid interruption or interference with the operation of the affairs of Warminster Township and the Warminster Police Department, and shall likewise take the necessary steps to ensure that during the course of performance, there will be no infringement on the rights of the public.

Contractor shall fall under the Township’s incident command structure when responding to any emergency incident. Contractor shall obey any instructions given by law enforcement, Township officials, or emergency responders.

It is likewise understood and required that the contractor, in the performance of the services called for in

this document, shall employ such methods which shall not violate any applicable statutes, regulations, or ordinances of the Commonwealth of Pennsylvania, any subdivision thereof, or of the Township of Warminster.

Bidders must inform themselves fully of all the conditions relating to the work in question. Failure to do so will not relieve the successful bidder of his or her obligation to furnish and perform the work that forms the basis for this proposal, or to carry out the provisions of the contract with respect to performance of the contemplated work set forth in this bid.

1.04 Preparation of Bids

Each bidder must submit a bid for the entire amount and provide the contract documents which form a part of this request for bids. The failure to conform to this requirement shall result in the classification of a bid as "nonconforming", precluding the bid from being considered by the Township. The attachment of any condition, limitation, or ancillary provisions by a bidder to his or her proposal may cause a similar classification and have a similar effect, unless adequately explained as called for in Section 1.22 below.

All bidders must attend a **mandatory pre-bid meeting**, at the Warminster Township Public Meeting Room, 401 Gibson Avenue, Warminster, PA 18974, on **January 15, 2019, beginning at 2:00 p.m.** Failure to attend the mandatory pre-bid meeting will render a bidder ineligible to submit a bid proposal pursuant to these specifications.

All bids must be submitted on the bid form. All bids must be submitted in sealed envelopes bearing on the outside the name and address of the bidder, addressed to Gregg Schuster, Township Manager, Township of Warminster, 401 Gibson Avenue, Warminster, PA 18974, with the indication on the lower left-hand side of such envelope "Bid - Warminster Township Towing Services". All documents, Bid Bond, Affidavits, and other information accompanying the bids shall be contained in the bid envelope.

All bids must be submitted on or before **2:00 p.m. prevailing time, on February 5, 2019**, to the Township Manager's office. No bid will be accepted after such date and time, and any bids received after that date and time will be returned to the bidder unopened. Sealed bids will be publicly opened and read aloud in the Warminster Township Public Meeting Room at **2:00 p.m. on February 5, 2019**. Warminster Township reserves the right, in the exercise of its sole discretion, to reject any and all bids. Warminster Township likewise reserves the right to waive any non-conformity with respect to any bid or any error with respect to the same that does not constitute a substantial departure from the General and Detailed Specifications herein set forth. The determination of whether an error or departure is one of substance rests within the sole discretion of the Township.

1.05 Signature of Bidder

The firm, corporation, limited liability company (LLC) or individual name of a bidder must be manually signed in ink in the space provided on the bid form. In the case of a corporation or LLC, the title of the officer or member signing on behalf of such corporation must likewise be stated, the seal of the corporation entity must be affixed, and the corporate officer or member executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the Corporate Board of Directors or LLC members indicating that officer's or member's authority to make such a bid and submit such a bid on behalf of the corporation or LLC. In the case of a partnership, the signature of at least one partner must follow the firm name, together with an indication that the signature is that of a

partner. In the event that some other agent of the partnership submits or executes a bid for the firm, he or she shall attach thereto a notarized statement executed by the partner(s) that designates him or her as an agent of the partnership authorized to execute and submit the bid in question.

1.06 Bidder's Affidavit

Each bidder shall duly execute and deliver to Warminster Township, at the time of the submission of his or her bid, the Bidder's Affidavit on the form attached hereto.

1.07 Consent of Surety

Each bid shall be accompanied by a consent of surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania and listed in the most recent revision of U.S. Treasury Department Circular 570, with its underwriting limitation therein stated as being equal to at least \$20,000,000.00. The consent of surety shall specifically state that the surety company therein mentioned unconditionally agrees to furnish the required performance bond in the full amount of the one (1) year contract plus one (1) option year, which is made a condition of the award of a contract under the provisions of this request for bids. Each consent of surety must include the surety's most recent available financial statement. Failure to provide the required consent of surety at the time the bid is submitted shall result in the disqualification of a bid and shall preclude that bid from consideration by the Township.

1.08 Bid Guarantee

Each bid must be accompanied by either a bid bond or a certified check in the amount of ten percent (10%) of the total bid amount **including option years**, submitted as an unconditional guaranty that in the event the bid of the bidder is accepted and the service contract awarded to the bidder, such bidder will duly execute the same. Bid bonds must set forth a specific dollar amount and be signed by a Pennsylvania licensed resident agent. The required performance bond shall likewise duly secure the performance of the service contract.

1.09 Affirmative Action Affidavit

Each bidder shall complete, sign, and deliver at the time of the submission of his or her bid and Affirmative Action Affidavit on the form included herein and made a part of this request for bids.

1.10 Affidavit of Non-Collusion

Each bidder shall complete, sign, and deliver at the time of the submission of his or her bid an Affidavit of Non-Collusion on the form included herein and made a part of this proposal.

1.10.1 Bidder's Questionnaire

Each bidder shall complete, sign, and deliver at the time of the submission of their proposed bid a Bidder's Questionnaire on the form included herein and made a part of this proposal.

1.10.2 Vehicle Dedication Affidavit

Each bidder shall complete, sign, and deliver at the time of the submission of their proposed bid, a Vehicle Dedication Affidavit on the form included herein and made a part of this proposal.

1.11 Contract Bond

Prior to the execution of the service contract, the successful bidder will be required to furnish a performance bond for the faithful performance of the contract, effective for the full term of the contract, in an amount equal to one hundred percent (100 %) of the total price of the contract. The face amount of the bond may be reduced, at each anniversary date of the signing of the service contract, in an amount equal to the aggregate total dollar value paid by the Township for service under the contract for the prior year, provided, however, that the bond may not be reduced below the amount needed to secure the remaining years of the contract, including option years.

Agents of bonding companies that write bonds for the performance of this contract shall furnish the necessary power of attorney, bearing the seal of the company, and evidencing such agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to do business in the Commonwealth of Pennsylvania.

1.12 Competency of Bidders

Each bidder shall furnish proof that he or she, or any parent, subsidiary, or affiliated corporation of the bidder has had at least five years of experience as either the owner or the principal operator of a business or businesses engaged in towing services. Warminster Township shall reject any bid if its investigation indicates that a bidder is not qualified to carry out the obligations of the contract and to provide in full the services specified herein. Each bidder must complete and sign the Bidder's Questionnaire included herein and made a part of this request for bids. Failure to complete, sign, and deliver the Bidder's Questionnaire at the time of the submission of a bid shall preclude the bid from being considered. Each bidder shall furnish to Warminster Township the following information:

- Employment history and employment practices of the Bidding organization.

1.13 Withdrawal of Bid

No bid may be withdrawn, altered, or otherwise modified after it has been duly deposited with or at the office of the Warminster Township Manager, except in strict compliance with the Bid Withdrawal Act, (73 P.S. of 1601 et seq.).

1.14 Disposition of Bid Guaranty

As soon as the three highest responsible bidders have been selected, but in any event no more than thirty (30) days from the date bids are opened, all deposits or bonds submitted with the bids shall be returned to bidders, except the deposits or bonds made by the three highest responsible bidders shall not be so returned until the contract is awarded and signed. The highest responsible bidder shall be awarded the contract, contingent on the action of the Warminster Township Board of Supervisors to amend the Township Code to allow a single light duty towing contractor to serve the Township and shall execute the contract and furnish the required performance bonds or security within ten days after receiving notice from Warminster Township that such bidder has been so selected and the Township Board of Supervisors has taken the necessary legislative action. Upon execution and delivery of the contract and the furnishing of the required performance bond or security, the deposits and bonds made by

the three highest responsible bidders shall be returned to them.

In the event the bidder to whom the contract award is made shall fail to execute and deliver the contract and the necessary performance bond or security within ten days after said award, the award shall be vacated, and Warminster Township shall then award the contract to the next highest responsible bidder. The first bidder's deposit or Bid Bond shall be forfeited as liquidated damages.

If the next highest responsible bidder shall fail to execute and deliver the contract within ten days after said award, the award shall be vacated, and Warminster Township shall then award the contract to the third highest responsible bidder. The second highest bidder's deposit or Bid Bond shall be forfeited as liquidated damages.

If the third highest responsible bidder shall fail to execute and deliver the contract within ten days after said award, the award shall be vacated, and Warminster Township shall then not award any contract and shall, at its option, either again compete this proposal and request for bids, modified as necessary to obtain a successful contract, or await further direction from the Warminster Township Board of Supervisors.

1.15 Interpretation

No interpretation of the meaning of the Instructions to Bidders, General or Detailed Specifications, or other contract documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of written addenda to this proposal and request for bids, which, if issued, will be mailed to all parties of record having received these documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under his or her bid as submitted from any obligation to conform to the requirements herein or in any such addenda set forth. Any and all addenda shall be signed by a bidder and returned as a part of the bid.

1.16 Qualifications and Competency

The Township may reject any bid received if the qualifications questionnaire fails to satisfy the Township that such bidder is qualified to carry out the obligations of the contract and to complete the work as specified.

1.17 Award of Contract

Award of the contract by Warminster Township, if made, will be made on or before sixty (60) days following the opening of bids to the highest responsible bidder whose bid complies in all respects with the requirements as stated herein contingent on the action of the Warminster Township Board of Supervisors to amend the Township Code to allow a single light duty towing contractor to serve the Township. In determining the highest responsible bidder, the Township shall consider, in addition to price, such factors as:

- a. The bidder's ability to provide the required facilities and necessary equipment;
- b. If the bidder demonstrated service capabilities;
- c. The bidder's financial position;
- d. The bidder's years of service;
- e. The bidder's comparable contracts with other municipalities; and
- f. The bidder's adherence to the bid specifications.

Warminster Township reserves the right to reject any or all bids if in the interest of the Township it deems

advisable to do so. The Township also reserves the right to reject any bid where the bidder fails to furnish any of the documents that are required to be filed with the bid, or fails to provide any pertinent information required, or misstates or conceals any material fact, or when the Township determines that a bidder is not responsible. After bids have been opened and studied, Warminster Township reserves the right to choose that bid which it believes meets the best interest of the municipality, provided that such bid complies in all respects with the requirements as set forth herein.

Warminster Township shall determine whether a bidder is responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications. The Township may also require a bidder to show his or her equipment, and every bidder in submitting a bid agrees to furnish additional information that may be required by the Township.

1.18. Disqualification of Bidders

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, shall be considered sufficient and result in the disqualification of the bidder and rejection of its bid:

1. Evidence of collusion among bidders;
2. Lack of competency as revealed either by financial statements, experience or equipment statements as submitted, or other factors;
3. Default on a previous municipal contract for failure to perform.

1.19. Legal Requirements

In performing the contract, the successful bidder is responsible to comply with, and shall comply with, all applicable Federal, State, and local laws, ordinances, and regulations. Before submitting a bid, each bidder shall become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the bidder's ability to perform, or cost the performance of, the contract.

1.20. Term of Contract

The contract awarded hereunder shall be for one (1) year commencing March 1, 2019. The contract awarded hereunder shall include an **option for the Township**, in its sole and exclusive discretion, to extend the contract **for up to an additional one (1) years.**

Township shall provide the contractor ninety (90) days' notice prior to the completion of the initial term of the contract of its intention to extend the contract for an additional period . If no notice is provided to contractor of the Township's intent to extend the contract, the contract shall expire at the conclusion of the existing term.

At any time prior to the expiration of the original term of the contract or prior to the expiration of any extended term of the contract, the Township may, in its sole discretion, solicit bids for a towing services contract that will commence at the end of the original contract or at the end of any extended term of the contract. Any such solicitation and receipt of bids shall not be deemed a waiver by Township of its rights to timely exercise the option to extend the contract for an additional period(s).

1.21. Bid

Each bidder shall submit his or her bid for towing services on the Bid Form included in and made a part hereof.

1.22. Further Inquiry

The Township reserves the right to make further inquiry into the responsibility of the apparently successful bidder after bid opening. The bidder warrants, by the submission of a bid, that the bidder will cooperate fully with such inquiries, including, without limitation: (a) submitting additional documents or other evidence to support (i) statements made on the qualification questionnaire, (ii) the bidder's financial status, or (iii) any other aspect of the bid; and (b) making available for inspection the bidder's equipment and facilities.

SECTION 2.00: GENERAL SPECIFICATIONS

Bidders are hereby advised that upon the award of the contract, all items, conditions, provisions, and procedures set forth in the Notice to Bidders, Instructions to Bidders, and Specifications for Light Duty Towing Services, and the forms and affidavits pursuant thereto shall be a part of the service contract. Except as may otherwise hereinafter be set forth, the term "Contractor" shall mean the highest responsible bidder to whom the contract has been awarded and has been executed and delivered such contract to Warminster Township.

2.01 Obligation of the Contractor

The contractor shall, at his or her own cost and expense, and in strict conformity with the hereinafter contained or hereto annexed specifications and the contract, furnish all the material, labor, and equipment for towing services, as hereinafter defined within Warminster Township.

2.02 Obligation of Warminster Township

The award of the contract to the highest responsible bidder is contingent on the action of the Warminster Township Board of Supervisors to amend the Township Code to allow a single light duty towing contractor to serve the Township.

Warminster Township shall be obligated to make payments to the contractor for the towing services, as hereinafter provided, for and required under the contract.

2.03 Supervision by the Contractor

The successful bidder shall employ a responsible supervisor who may be contacted by the Township at all times by cellular phone, to receive complaints, assist with any problems, answer inquiries, and resolve disputes with respect to the services to be supplied pursuant to the service contract. Residents of the Township shall direct their complaints, problems, inquiries, and disputes to the office of the Township Manager or authorized representative.

2.04 Notice to the Contractor

The residence or place of business designated in the proposal and bid upon which this contract is founded is hereby designated as a place at which all notices, letters, and other communications shall be served, and to which all notices, letters, and other communications shall be mailed or delivered. All

notices specifically mentioned herein and all other communications of any kind that may of necessity be hereafter dispatched may be sent by regular mail, and the contractor shall be deemed to have received said notice. If the document in question has been addressed to the contractor at the aforesaid address and has been deposited in a post-paid envelope or wrapper in any Post Office Box regularly maintained by the United States Postal Service, the date of service of the notice or other communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the contract personally, it being agreed that personal service, while not required, is superior to the general mode of service by mail as prescribed herein. Should the contractor relocate or his or her mailing address be changed, the Township should be notified of the change as soon as possible.

2.05 Inspection

Warminster Township or its authorized representatives may inspect the towing services being performed pursuant to the service contract and may require correction of any improper performance or any deficient performance therein through the designated responsible supervisor(s) of the contractor.

Warminster Township reserves the right to inspect the contractor's equipment and facilities before towing services begin to determine that said equipment and facilities comply with the requirements of the bid package and contract.

2.06 Competent Workers to be Employed

The contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of the contract, and he or she shall furnish a list to Warminster Township of all personnel being employed by the contractor and working on the contract with the Township, if and when requested to do so. Contractor must also provide a criminal background check and a five year driving history of all employees. The driving history for each employee shall be from the state issuing that employee's driver's license. Any failure to comply with any aspect of this provision shall be automatically considered a breach of the contract and the contractor may be deemed in default, at the discretion of the Township. Township reserves the right within its own discretion to preclude any specific employee from servicing this contract.

2.07 Liability and Damages

The contractor shall defend, indemnify, and hold harmless the Township of Warminster, its elected and appointed officials, authorized volunteers, officers, agents, employees, and assigns (each an "Indemnified Party"), against and from any and all causes of action, liabilities, claims, suits, fines, penalties, damages, judgments, losses, expenses, fees (including reasonable attorneys' fees) and costs (collectively, "Claims") that arise out of or relate to:

- any act or omission on the part of the contractor or any of its agents, subcontractors, servants, or employees in connection with the scope of services to be performed under the contract awarded (as a result of the submittal of a proposal in response to this specification) or any operations incidental thereto;
- any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of the contractor or any of its agents, subcontractors, servants, or employees in connection with the scope of services to be performed under the contract awarded (as a result

of the submittal of a proposal in response to this specification) or any operations incidental thereto;

- any material breach by the contractor to perform or comply with any of the covenants, agreements, terms, or conditions contained in any contract awarded (as a result of the submittal of a proposal in response to this specification); or
- payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits arising out of any use thereof by the contractor or any of its agents, subcontractors, servants, or employees.

The contractor's obligation to defend, indemnify and hold harmless an Indemnified Party as set forth in this Section 2.07 shall survive the termination or expiration of any contract awarded (as a result of the submittal of a proposal in response to this specification).

The contractor's obligation to defend, indemnify and hold harmless an Indemnified Party as set forth in this Section 2.07 shall not extend to Claims that arise out of or relate to the willful misconduct of an Indemnified Party.

2.08 Insurance

- (A) The contractor shall not commence operations until the contractor has obtained at the contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Township; nor shall the contractor allow any subcontractor to commence operations on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the contractor. Approval of insurance required of the contractor will be granted only after submission to the Township of original certificates of insurance signed by authorized representatives of the insurers or, at the Township's request, certified copies of the required insurance policies.
- (B) Insurance as required hereunder shall be in force throughout the term of the contract. Original certificates signed by authorized representatives of the insurers or, at the Township's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Township throughout the term of the contract.
- (C) The contractor shall require all subcontractors to maintain during the term of the contract commercial general liability insurance, business auto liability insurance, workers compensation and employers liability insurance, umbrella excess or excess liability insurance and environmental impairment liability insurance to the same extent required of the contractor in subparagraphs (J)(1) through (J)(5) unless any such requirement is expressly waived or amended by the Township in writing. The contractor shall furnish subcontractors' certificates of insurance to the Township immediately upon request.
- (D) All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Township.
- (E) No acceptance and/or approval of any insurance by the Township shall be construed as relieving or excusing the contractor or the contractor's surety from any liability or obligation imposed upon either or both of them by the provisions of this contract.

- (F) If the contractor does not meet the insurance requirements of this contract, the contractor shall forward a written request to the Township for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Township denies the request, the contractor must comply with the insurance requirements as specified in this contract.
- (G) All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Township. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Township grants specific approval for an exception. The Township hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund.
- (H) Any deductibles or retentions of \$10,000 or greater shall be disclosed by the contractor, and are subject to Township's written approval. Any deductible or retention amounts elected by the contractor or imposed by the contractor's insurer(s) shall be the sole responsibility of the contractor.
- (I) The contractor shall purchase and maintain the following insurance coverages for not less than the limits specified below or required by law, whichever is greater:

- (1) Commercial general liability insurance or its equivalent on an occurrence basis (claims made coverage not acceptable) for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 1,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations; and
- iv. Contractual liability including protection for the contractor from bodily injury and property damage claims arising out of liability assumed under this contract.

- (2) Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto;
- ii. Automobile contractual liability; and
- iii. Garagekeepers legal liability with minimum limits of:

\$ 150,000 each event – comprehensive (or specified causes of loss); and
\$ 150,000 each event – collision;

And maximum deductibles of \$1,000 each auto, \$5,000 each event.

(3) Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$100,000 each accident for bodily injury by accident;
- \$100,000 each employee for bodily injury by disease; and
- \$500,000 policy limit for bodily injury by disease.

(4) Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 1,000,000 per occurrence;
- \$ 1,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 1,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

(5) The Township and its elected and appointed officials, employees, agents and authorized volunteers shall be named as additional insureds on contractor's commercial general liability insurance, auto liability insurance and umbrella excess or excess liability insurance with respect to liability arising out of the contractor's operations and the certificate(s) of insurance, or the certified policy(ies) if requested, must so state this.

(6) Insurance provided to the Township and its elected and appointed officials, employees, agents and authorized volunteers under any contractor's liability insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from contractor's liability insurance policies required herein.)

(7) Insurance provided to the Township and its elected and appointed officials, employees, agents and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Township, and its elected and appointed officials, employees, agents and authorized volunteers shall be excess of and non-contributory with insurance provided to the Township and its elected and appointed officials, employees, agents and authorized volunteers as specified herein.

(8) Failure to provide the required certificate of insurance with the bid submission shall preclude the bid from being considered.

2.09 Correction of Breaches or Non-Performance

In the event that the contractor shall be in default of the contract, or if the contractor should ever fail to provide towing services as required herein and such default or failure shall be incurred for a period of five consecutive days, inclusive of holidays, Warminster Township may, at its option, render this contract in default.

The foregoing option of Warminster Township upon any default or failure of the contractor is cumulative to its other legal and equitable rights; therefore, upon any material breach hereunder, Warminster Township may likewise have the option of simply notifying the contractor's surety on its performance bond of the contractor's obligation hereunder or forfeit the penal amount of said bond, or Warminster Township may likewise, at the same time, immediately commence all available legal and equitable remedies against the contractor and its surety for the immediate and specific performance of this agreement and the payment of all damages sustained by reason of said breach.

It is hereby stipulated and agreed that in the event of a labor stoppage; labor strike; lockout; destruction of or damage to or interruption, suspension, or interference with the operation of the contractor's equipment caused by acts of God, fires, explosions, or other matters beyond the reasonable control of the contractor; restraints of government, lawful orders or court, administrative agencies or governmental offices; suspension, termination, or interruption of governmental licenses or permits; change in laws, regulations, or ordinances, or emergency, the contractor shall by reason thereof, provided, however, that Warminster Township's cost of performing the work specified in the contract to be done during such period shall be charged to the contractor as in the case of a default by the contractor.

2.10 Penalties

The Township Manager or designee will notify the contractor of each complaint reported to the Township. It shall be the duty of the contractor to take whatever steps are necessary to remedy the complaint. In addition, the Township may, in its sole discretion, impose a penalty that it may deduct from any monies due, or which may become due the contractor, for the following violations:

Impose a penalty that it may deduct from any monies due, or which may become due the contractor, for the following violations.

1. Failure to respond to a call for towing services within 20 minutes; except upon showing exigent circumstances
2. Failure to remove all vehicles and related debris and refuse at the scene of an accident resulting from said accident.
3. Failure to attend mandatory meetings with Township management on service issues.
4. Performing unnecessary towing services, or providing towing services that have not been authorized by the owner of a vehicle, the WPD, or the Township.

The Penalties shall be as follows:

1. Each separate offense - \$100.00 per occurrence
2. Second offense within one month of a violation - \$300.00 per occurrence.
3. Third offense within one month of a violation - \$500.00 per occurrence.

Each occurrence shall be considered a separate violation for which a separate penalty may be imposed.

Failure to impose a penalty is not a waiver of the violation or a waiver of contractor's obligation to comply with the terms of this contract; provided however, that no fine may be imposed for an occurrence that is more than one year old.

2.11 Payments

It is understood that the Township will not be responsible for the collection or payment of any charge for services rendered by reason of the Contractor having been dispatched relative to this bid. All such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

Contractor must accept payment by cash or credit card both at its facility and at the site of any towing service. Contractor must have sufficient equipment to be able to accept mobile credit card payments on its trucks at all times.

2.12 Assignment

Neither the service provided nor any portion thereof, nor any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm, or corporation, except upon the prior written consent and approval of Warminster Township; provided however, the contract may be assigned to any wholly owned subsidiary of the successful bidder upon the prior written notice of such assignment to the Township. Such assignment shall not release the successful bidder from any liability under the contract.

2.13 No Waiver of Contract

No violation, breach, or failure of performance shall be deemed to be waived by Warminster Township because of payment, nor be deemed to be a waiver by the Township of its right to cancel the contract for repeated and continued violations that shall constitute bad and unsatisfactory performance which shall impair the health and welfare of the public, nor shall it operate to void or annul any of the other terms or conditions herein contained.

2.14 Contract Administrator/Meet and Discuss

The successful bidder will agree to appoint a Contract administrator who will meet at the direction of the Township Manager with the Township Manager, Chief of Police, or designee. The purpose of the meeting will be to discuss, review and rectify complaints. The Township will keep a detailed record of all complaints that are made by residents that relate to the services provided by the contractor. These meetings should be viewed as an attempt on the part of the Township and the Contractor to solve existing problems and prevent future problems. The review will include but not be limited to: numerical analysis of any complaints, discussion for resolution/avoidance of complaints and the assessment of penalties as required (See paragraph 2.10) based on the numerical analysis.

2.15 Requirement for Reporting to the Township

Contractor shall keep accurate records of all towing and storage that occurs under this contract. Contract shall provide these records upon demand to the Township or the WPD.

SECTION 3.00: DETAILED SPECIFICATIONS

3.01 Definitions

For the purposes of this invitation to bid, the following words and phrases shall have the meaning given herein:

Commonwealth shall mean the Commonwealth of Pennsylvania.

Contract or Contract Documents shall mean and include this invitation to bid, contract, advertisement for bids, information for bidders, proposal, contract provisions, specifications, plans, agreement, bond, and addenda.

Contract Year shall mean a term of one (1) year, beginning on the date designated in the contract awarded to the successful bidder.

Contractor shall mean a private firm awarded a contract to perform a service.

County shall mean the County of Bucks, Pennsylvania.

Governing Body shall mean the elected officials of the municipality.

Municipality shall mean a unit of local government or the area encompassed by such a unit, including a borough or township.

Municipal Facilities shall mean the buildings, land, and other facilities owned or controlled by the municipal government, such as the township municipal building or borough hall, police station, municipal garage, firehouses, park facilities, etc.

Operator shall mean any person who manages any towing service.

Person shall mean any individual, firm, partnership, corporation, cooperative enterprise, trust, federal institution or agency, state institution or agency, municipality, other governmental agency or any other entity or any group of such persons which is recognized by law and is subject of rights and duties.

Subcontractor shall mean persons, firms or corporations having a direct contact with the Contractor, and including those who furnish materials worked to a special design in accordance with the plans and specifications, but not including those who merely furnish materials not so worked.

WPD shall mean the Warminster Police Department.

3.02 Facility Requirements

Contractor shall provide and maintain a facility which is located within Warminster Township and which shall be used for any necessary storage of cars under the Contract.

Contractor shall provide and maintain a facility for the storage of at least 10 cars.

Contractor's facility shall provide a locked, fence-enclosed compound area, preferably attended for security purposes.

Contractor's facility must comply with all applicable Township and Pennsylvania codes, statutes, and regulations.

If Contractor intends to rely on any other facility (owned by it or subcontracted) for the overflow storage of cars under the Contract (*e.g.*, during weather emergencies), Contractor must provide Township with a list of such facilities for prior review and approval. Contractor shall notify Township of any changes to the list of outside facilities within 30 days of any change.

3.03 Equipment Requirements

Contractor agrees to maintain sufficient and appropriate towing equipment to provide Light Duty Towing Services. Medium and Heavy Duty Towing Services are not part of this bid or the Contract. In no event shall such equipment be less than two (2) vehicles, one of which must be at least 2-ton capacity equipped with dolly wheels and appropriate personnel for any event/emergency. In addition, said equipment shall include, flares and tools necessary to render temporary and emergency service by trained personnel.

Contractor must have sufficient equipment to be able to accept mobile credit card payments on its trucks at all times.

Contractor agrees to remove all vehicles and related debris and refuse at the scene of an accident resulting from said accident at the basic towing fees, except where extraordinary labor is required and verified by officers on the scene.

The Contractor agrees to reimburse the Township within thirty (30) days for any fees or expenses incurred because of the Contractor's failure to respond to a call within a twenty (20) minute period or because of the Contractor's inability to respond with sufficient equipment or equipment of a sufficient capacity to complete the towing assignment. This shall include special events, snow emergencies, parades, etc. Should the Contractor not respond within the allotted time, the Township reserves the right to call another Contractor and the second Contractor shall charge back to the Township's Contractor any additional costs. The owner shall not pay a higher rate because the Township's Contractor did not respond timely.

Contractor shall submit to the Chief of Police on demand an accurate and running log of all in-custody vehicles. If requested by the Township, the Contractor must be capable of supplying statistical data, such as number of vehicles processed, types of incidents, average length of impoundment.

Contractor shall be required to present an itemized bill to an owner whose vehicle has been towed or impounded under this bid. A duplicate copy of the bill shall be retained by Contractor for a period of thirty (30) days.

Nothing contained herein will prevent the owner or operator of a motor vehicle from calling a wrecker or

tow truck of his own choice, or requesting that his vehicle be towed to a garage or compound other than that of the Contractor, providing suitable financial arrangements are made and the vehicle can be removed within thirty (30) minutes.

Schedule of charges shall be kept in the Office of the Chief of Police. A copy of enclosed schedule shall be forwarded to the Contractor who shall be required to display such schedule at its place of business.

3.03.1 Police Impound

When and if the WPD directs that a vehicle be impounded and stored on Contractor's lot for any period of time, Contractor shall cooperate with WPD in the creation of a list of personal property in the vehicle on the towing invoice. Contractor agrees to assume responsibility for any articles of personal property left in the vehicle stored on Contractor's lot and listed on the towing invoice. Contractor shall hold all personal property until either the release of the vehicle or the property has been returned to the owner. Contractor agrees to allow the vehicle's owner or otherwise authorized person to retrieve personal property without the necessity of releasing the vehicle with proper Township release form. The Contractor agrees to carry the proper insurance and to replace any such article upon verification of the loss.

The Contractor agrees not to release any impounded vehicle held on its lot without the proper release of the Township. Persons who make application for the release of towed and/or stored vehicles shall be required to present a release from the Township of proof of ownership by a title or registration. In the event the Contractor is holding personal property removed from the stored vehicle, upon its release, the owner or person entitled to possession will receive the Contractor's copy of the inventory.

The requirements of this Section 3.03.1 with regard to vehicles that are impounded shall only apply where the impounded vehicle will be stored for any period of time on the Contractor's lot. The requirements of Section 3.03.1 shall not apply where the impounded vehicle is towed to Township property for storage.

3.04 Condition and Appearance of Approved Vehicles and Equipment

All vehicles and equipment shall be maintained in good mechanical and electrical operating condition. Vehicles and equipment shall display the name of the contractor in location plainly visible on both sides of the vehicle or piece of equipment.

All vehicles utilized will be operated in strict adherence to the rules and regulations established by the Pennsylvania Vehicle Code. The operators of said vehicles will be licensed in accordance with the regulations of the Pennsylvania Vehicle Code. At all times during the effective dates of this contract, the contractor will adhere to all applicable Federal, State, County and local laws, rules and regulations. The Township reserves the right to inspect any and all vehicles used in the performance of the contract upon demand. Any vehicle which is determined by the Township not to meet the minimum requirements of these specifications may be ordered out of service by the Township.

3.05 Storage of Vehicles and Equipment

The contractor shall store and park all vehicles and equipment at convenient and lawful locations at his or her own expense.

3.06 Conduct of Employees:

The Warminster Township Manager or authorized representative may request the removal of an employee from Township contract for any one or more of the following offenses during working hours, and the

contractor shall comply with that request as soon as possible:

- Intoxication;
- Use of controlled substances (i.e., illicit drugs);
- Use of loud, profane, vulgar, or obscene language;
- Soliciting gratuities or tips for any services;
- Wanton or malicious damage or destruction of property;
- Any act which may constitute a public nuisance in the performance of this contract.

The contractor will ensure that each and every employee who is involved in towing services should wear appropriate safety clothing including a reflective safety vest.

3.07 Tows and Storage on Behalf of Township or Police Department

The Contractor shall agree to tow vehicles taken into custody by the WPD.. The Contractor shall agree to tow Township and WPD vehicles at no charge within the Township and at a 50% reduced rate when towing Township and WPD vehicles from or to outside of the the Township..

The Contractor shall provide free storage for Township vehicles or vehicles taken into custody by the WPD for investigatory purposes, until such time said vehicles are released from Police Custody. The Township will take reasonable steps to ensure such vehicles are removed as expediently as possible. Occasionally a vehicle is towed and/or stored in error. The Contractor shall exonerate all fees (towing, storage charges, etc.) for any vehicle that the Chief of Police determines was towed and/or stored in error at the direction of the WPD.

To guide prospective bidders, an estimated number of vehicles towed annually would be 260.

Pricing shall be listed per year for a one (1) year period beginning March 1, 2019, ending February 29, 2020 with an option to renew one (1) additional one (1) year period.

Township and WPD operations or accidents shall take precedence over any other services being provided by Contractor.

3.08 Community Information

Contractor shall provide materials to the Township and WPD which show its address, telephone phone number, yard location, and driver name to be provided to any individual whose vehicle is towed.

3.09 Contingencies

Non-performance of its obligations by the contractor which are substantial and/or such as to endanger the health and welfare of the residents of Warminster Township may, at the option of the Township, be sufficient cause for Warminster Township to terminate the contract and/or require performance under the performance bond of the contractor, provided, however, that such option shall not be exercised if the non-performance is caused by the following:

- Unavoidable casualties to more than a majority of the towing equipment of the contractor for a period not exceeding three continuous days or a strike or strikes or other labor disputes of the employees of the contractor which prevent operation of the contractor's towing equipment for a period not exceeding three continuous days;

- Legal acts of duly constituted public authorities, other than Warminster Township, if such acts are not provided by any act or omission or commission by the contractor;
- Any act of God and/or nature;
- Civil disturbances; and/or
- War

Non-performance by the contractor for whatsoever reason, of whatsoever nature, and regardless of whether it is substantial and/or a menace to the health and welfare of the residents of Warminster Township, shall be just cause at the option of Warminster Township for a deduction by the Township on monies it expends to provide the services hereunder which would otherwise be due the contractor for performance hereunder, except:

1. The first two consecutive days or parts thereof, including Saturdays, Sundays, and/or holidays of a bona fide strike or labor dispute as aforesaid by contractor's employees; and/or
2. The first seven consecutive days or parts thereof, including Saturdays, Sundays, and/or holidays, or acts of God and/or nature as a result of which a majority of the contractor's equipment is rendered inoperable.

3.10 Cooperative Actions

The successful bidder shall cooperate with Warminster Township in the formulation of various programs which may be considered by the Township with respect to towing services.

3.11 Miscellaneous

As used in this document, all pronouns and any variations therefore shall refer to the masculine, feminine, or neuter; singular or plural; as the identity of the person or entity may require. This document shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to contracts executed and wholly performed in Pennsylvania. The headings preceding the text of the several paragraphs of this document are inserted solely for convenience of reference and shall not constitute a part of this document, nor shall they affect its meaning, construction, or effect.

3.12 Independent Contractor

For all purposes (including, but not limited to, laws and regulations concerning employees' compensation, workers' compensation and other labor matters; the keeping of records and making of reports; and payment of taxes and contribution, etc.) it is specifically agreed that the bidder is, and at all times for the term of the contract shall be and remain, an independent contractor and employee unit. Neither the bidder nor the Township is the agent or employee of the other; and neither the bidder nor the Township under the contract is authorized to make any representations or incur any liabilities on behalf of the other party.

3.13 Subcontracts

The bidder shall not enter into any subcontracts for the work to be performed under the contract, either in

whole or in part, without the prior written consent of the Township. In the event that the bidder will rely on subcontractors to assist in providing towing services during a Township emergency (*e.g.*, snow storms or significant weather events, etc.) or will rely on a subcontracted storage yard/facility, bidder must provide a list of the subcontractors for Township's prior written approval.

3.14 Ambiguities

The bidder acknowledges that (a) he or she has had a reasonable and adequate opportunity to review the description of the work to be performed, the contract documents and the locations at which the work will be performed under the contract, and (b) any ambiguities, inconsistencies, conflicts, or other issues as to the nature of the bidder's performance under the contract have been brought to the attention of the Township and resolved.

3.15 Severability

If any portion of the contract shall be deemed by any court of competent jurisdiction to be void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.16 Integration

The contract forms the entire agreement of the parties with respect to the subject matter of the contract, and the contract supersedes any prior agreements or understandings between the parties.

EXHIBITS INCLUDED WITH SPECIFICATIONS

EXHIBIT A	BID DOCUMENTS CHECKLIST
EXHIBIT B	PROPOSAL BID FORM
EXHIBIT C	FEE SCHEDULE
EXHIBIT D	BIDDERS AFFIDAVIT
EXHIBIT E	NON-COLLUSION AFFIDAVIT
EXHIBIT F	VEHICLE DEDICATION AFFIDAVIT
EXHIBIT G	AFFIRMATIVE ACTION AFFIDAVIT
EXHIBIT H	BIDDER'S QUESTIONNAIRE

EXHIBIT "A"

BID DOCUMENT CHECKLIST

- _____ Proposal Bid Forms (Exhibit B)
 - _____ Attach Bid Form Authorization Resolution – if necessary
- _____ Fee Schedule (Exhibit C)
- _____ Bidders Affidavit (Exhibit D)
- _____ Non-Collusion Affidavit (Exhibit E)
- _____ Vehicle Dedication Affidavit (Exhibit F)
- _____ Affirmative Action Affidavit (Exhibit G)
- _____ Bidder Qualification Questionnaire (Exhibit H)
- _____ Consent of Surety (Section 1.07)
- _____ Bid Guarantee in the form of a Bid Bond or Certified Check in the amount of 10% of the bid **(INCLUDING OPTION YEARS)** made payable to Warminster Township (Section 1.08)
- _____ Certificates of Insurance (Section 2.08)

**BIDDERS ARE RESPONSIBLE FOR READING THE BID DOCUMENTS
IN THEIR ENTIRETY TO ENSURE THAT THE BID SUBMISSION PACKETS
MEETS ALL REQUIREMENTS OF THE BID SPECIFICATIONS.**

Name of Bidder

Signature of Authorized Representative

Title

Date

EXHIBIT "B"

PROPOSAL BID FORM

The undersigned, having carefully inspected Warminster Township, either personally or through duly authorized representatives, and also having carefully read and examined the Warminster Township Specifications for Light Duty Towing Services, with accompanying Instructions to Bidders and Affidavits, either personally or through duly authorized representatives, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with said requirements and to furnish all labor, equipment, services and facilities in accordance with said Specifications and Affidavits and to commence said performance on March 1, 2019.

Warminster desires to obtain bids on the following in full compliance with the specifications set forth herein:

Light Duty Towing Services for Warminster Township for a period of one (1) year with an option to extend the contract for one (1) year (which extension is unilateral, and may be exercised by the Township in the sole discretion of the Board of Supervisors of Warminster Township).

Total Bid Price: **March 1, 2019 – February 29, 2020** _____

Extension Option: **March 1, 2020 – February 28, 2021** _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit (Exhibit "D").

EXHIBIT C

Fee Schedule

The following fee schedule is hereby established with respect to light duty towing fees under the Contract:

Towing.

- (1) During normal business hours: \$150.
- (2) After/before normal business hours: \$175.
- (3) To police impound lot: \$125.
- (4) From police impound lot to tow operator's lot for release to vehicle owner: \$100.

Storage:

No charge for the first 24 hours.
\$55 per day after the first 24 hours.

Oil dry:

\$20 per bag (forty-pound bag).

Complex tows, recovery, or winching:

\$100 per hour (one hour minimum).

Cleanup and/or administrative/paperwork fee:

Charged at the discretion of the tow operator: \$50 maximum.

EXHIBIT "D"
BIDDERS AFFIDAVIT

I, _____ being duly sworn, depose that I reside at
_____ and that I am the
_____ of _____.

(Title)

(Name of Bidder)

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all the declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal for bids are true and accurate to the best of my knowledge and belief.

(Affiant)

Subscribed and sworn before me

This _____ day of _____, 2019.

(Notary Public)

My commission expires:

SEAL

EXHIBIT "E"

NON-COLLUSION-AFFIDAVIT

STATE OF

SS:

COUNTY OF

I, _____, being duly sworn, depose and say that I am _____ (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or of that any other bidder, or to secure any advantage against Warminster Township or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

(Affiant)

Subscribed and sworn before me

This _____ day of _____ 2019.

(Notary Public)

My commission expires:

SEAL

EXHIBIT "F"

VEHICLE DEDICATION AFFIDAVIT

STATE OF

SS:

COUNTY OF

I, _____ am the _____
(Name of Affiant) (Identify Relationship to Bidder)

of the _____ and being duly sworn, I depose and say that:
(Name of Bidder)

All statements contained in this affidavit are true and correct and made with full knowledge that the State of Pennsylvania and Warminster Township rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the light-duty towing contract, I agree to commit, for use only in Warminster Township, the number of vehicles reasonably calculated to ensure safe, adequate and proper service as stated in the bid specifications.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Warminster Township to damages arising therefrom.

Name of Film or Individual

Title

Signature

Date

Subscribed and sworn before me

This _____ day of _____, 2019

(Notary Public)

My commission expires:

SEAL

EXHIBIT "G"

AFFIRMATIVE ACTION AFFIDAVIT

I, _____ being duly sworn, depose that I reside at
_____, _____ and that I am the
_____ of _____.

(Title)

(Name of Bidder)

1. _____ will not discriminate against an employee or
(Name of Bidder)
applicant for employment because of age, race, creed, color, national origin, ancestry,
marital status, or sex.
2. _____ will take affirmative action to ensure that all applicants
(Name of Bidder)
are recruited and employed and that employees are treated during employment without
regard to their age, race, creed, color, national origin, ancestry, marital status, or sex.
Such action shall include, but shall not be limited to the following: employment,
upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or
termination rates of pay or other forms of compensation, and selection for training,
including apprenticeship.
3. _____ will in all solicitations or advertisements for employees
(Name of Bidder)
placed by or on behalf of state that all qualified applicants will receive consideration for
employment without regard to age, race, creed, color, national origin, ancestry, marital
status, or sex.

(Affiant)

(Name of Company)

Subscribed and sworn before me
This _____ day of _____, 2019.

(Notary Public)

My Commission expires:

SEAL

EXHIBIT H

WARMINSTER TOWNSHIP

LIGHT DUTY TOWING

BIDDER QUALIFICATION QUESTIONNAIRE

It is mandatory that each entity submitting a bid for this contract completes this Bidder Qualification Questionnaire. For purposes of the Qualification Questionnaire, the term "Bidder" shall include the entity that is submitting the bid for this contract and the owners, shareholders, members, partners, officers, directors and high managerial employees of that entity, as well as any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership, or other entity related to or associated or affiliated with the entity that is submitting the bid for this contract, and the owners, shareholders, members, partners, officers, directors, and high managerial employees of those related, associated or affiliated entities. For purposes of this Qualification Questionnaire, the term "Bidding Entity" shall mean the entity that is submitting the bid for this contract.

All questions must be answered. The failure to complete any portion of this questionnaire shall render a bid non-responsive. Any omissions or misrepresentations that the Township deems material will also render a bid non-responsive. Warminster Township shall reject all bids that are non-responsive.

In the space provided and using additional sheets, if necessary, please answer the following questions:

1. Please list the names of any parent corporation, subsidiary corporation, affiliated corporation, proprietorship, partnership, company or other entity related to, or associated or affiliated with the "Bidding Entity".

2. List and describe the nature of any felony or misdemeanor criminal convictions of the "Bidder" or guilty plea or plea of no contest by the "Bidder" in the last seven (7) years.

3. In the last ten (10) years, has the "Bidder", as a Defendant in a criminal action, ever been found guilty of or plead guilty or no contest to any violation of the anti-trust laws of the United States?

If yes, please provide the following information:

(a) The date of the conviction or plea.

(b) The court where conviction or plea was entered.

(c) Names of Defendants who were found guilty or plead guilty or no contest.

(d) Crimes which Defendants were found guilty, or plead guilty or no contest to.

(e) Sentence imposed by the Court including, but not limited to, incarceration, probation, and fines.

4. In the last ten (10) years has the "Bidder", as a Defendant or Respondent in a civil action, ever been adjudicated in violation of the anti-trust laws of the United States, had a verdict or judgment entered against it, him or her for any violation of the anti-trust laws of the United States, or has the "Bidder" ever entered into a settlement agreement, consent agreement or other similar agreement that resolved a civil action in which a violation of the **anti-trust** laws of the United States was alleged?

Yes ____ No ____

If yes, please provide the following:

(a) State whether the civil action resulted in a verdict, judgment, and consent agreement or settlement agreement.

(b) The date of the verdict, judgment, consent agreement, settlement agreement.

(c) The name of the court, in which the verdict was rendered, the judgment entered, or the consent agreement recorded.

(d) The names of the Defendants against whom the verdict judgment was entered.

(e) The amount of the verdict or judgment entered.

(f) Attach a copy of any consent agreement entered into by the "Bidder"

5. In the last ten (10) years, has the Bidder ever been sued for fraud and/or misrepresentation related to any contract?

Yes ____ No ____

If yes, please provide the following;

(a) State the nature of the allegations.

6. How many years of experience has the "Bidder" had in towing contracts under any municipal contract?

7. Have you or your organization, or any partners or officer thereof been a party to any law suits or legal actions, whether for a civil or criminal nature, arising out of or involving bid contracts or the performance thereof within the last ten (10) years?

Yes _____ No _____

If so, give details and disposition of the matter.

8. In the last ten (10) years, has the "Bidder" ever failed to complete a municipal towing contract that was awarded to it?

Yes _____ No _____

If yes, please describe the circumstances

9. List your banking references:

10. Who will supervise the work if the contract is awarded to you?

Company: _____

Address: _____

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 2019.

Notary Public

(End of Bidder's Questionnaire)