

Township of Warminster



Snow Removal Services Bid

November 1, 2019- April 30, 2021

Sealed bids will be received by Warminster Township at the Township Administrative Offices at 401 Gibson Avenue, Warminster, Pennsylvania 18974 until 2:00 pm, prevailing time on Thursday, October 10, 2019 at which time and place the bids shall be publicly opened and read aloud for Bid 2019-2021 – Snow Removal Services.

Bid information and forms are available at the Township Administrative Offices at 401 Gibson Avenue, Warminster, Pennsylvania 18974.

After the bid opening, no bid may be withdrawn until the contract with the successful bidder is executed.

No bidder will be discriminated against on the basis of age, race, religion, gender, or national origin.

Anticipated Award of Bid is Thursday, October 17, 2019 at the regular meeting of the Board of Supervisors which begins at 7:00 pm EST, at the Township Administrative Offices. Award of Bids, if contracts are awarded, will be to the lowest responsible bidder(s), as described in the Instructions to Bidders but the Township reserves the unqualified right to reject any or all bids and to waive any informalities.

Prior to the signing of the contract, the successful bidder will be required to submit a bid surety in the amount of Ten Percent (10%) value of the *estimated minimum value of the Contract*. *The estimated minimum value of the Contract* is to be based on 8 hours of use of all equipment with operator included. A certified check or bid bond issued by a financial institution or surety licensed to do business in the Commonwealth of Pennsylvania will be accepted. The bid surety must be submitted to Warminster Township within seven (7) business days of the bid award.

Prior to the signing of the Contract, the successful bidder will be required to submit proof of insurance.

Eric J. Hinz
Public Works Director
Township of Warminster

WARMINSTER TOWNSHIP BID SPECIFICATIONS AND CONDITIONS

GENERAL INFORMATION

1. Bids shall be delivered and marked "Snow Removal Services" with return address in the upper left hand corner, to the office of Township Manager, Township Administration Building, 401 Gibson Avenue, Warminster, PA 18974, on or before 2:00 PM on Thursday, October 10, 2019. **All bids must be sealed.**
2. All inquiries concerning the intent of these specifications may be made to Mr. Eric Hinz at 267-317-1310 or ehinz@warminsterpa.org.

Submission Date & Time: Thursday, October 10, 2019 by 2:00 PM

Destination for Delivery of Proposal: Township of Warminster
Administrative Building
401 Gibson Avenue
Warminster, PA 18974

4. Contractors are invited to submit proposals for one or more of the options.
5. The Township has the right to award either, neither or both options as a result of the proposals and that each option will be awarded based on the most favorable price **FOR EACH OPTION** and not to the lowest combined total.

SCOPE OF WORK

General Specifications

Warminster Township solicits bids for snow removal for November 1, 2019 thru April 30, 2021, in accordance with the following specifications and general conditions;

- All snow removal will be within Warminster Township, Bucks County PA.
- Snow removal work will be on an “as needed” basis.
- Storms with a forecasted accumulation of three (3) inches or higher may result in assigning sections of Warminster Township to the contractor for snow removal.
- Warminster Township guarantees an (8) hour minimum to the contractor for equipment and services provided during each winter event that the contractor is called for snow removal services.
- Contractors must use winter-use trucks with plows and 4 wheel drive loaders.
- Contractors may be assigned to plow Township facilities, or shovel sidewalks/pathways in addition to Township roads.
- Contractor must provide a licensed and experienced operator for all equipment.
- Bids will be awarded based on the lowest bid rate per hour, by type of equipment (truck and loader), by size of equipment (4 wheel drive, 6 wheel, 10 wheel), and by available quantity of each piece of equipment that Warminster Township anticipates it will need to perform the requested services.
- Warminster Township reserves for itself the right to accept proposals, in part or in whole, to reject any and all proposals, and to determine for itself what shall be acceptable as best meets the needs of Warminster Township.

Winter Equipment Specifications

- The following trucks and loaders are allowed to be used when plowing within the Township, no others are permitted:
 - 4 Wheel drive truck (8,600-17,500 lb. GVW)
 - 6 Wheel (25,000-38,000 lb. GVW)
 - 10 Wheel (38,001-58,400 lb. GVW)
 - Front End Loaders with rubber tires. All loaders must have a minimum bucket capacity of 1.5 Cubic Yards.

- A minimum of eight (8) feet in width is required for all truck mounted plows.

- All plow trucks must be operated by an experienced operator, who is fully licensed under the laws of the Commonwealth of Pennsylvania to operate the trucks and equipment assigned.
 - Vehicles requiring a CDL license shall only be operated by drivers who possess a current, valid CDL license that complies with the size and weight of the contractor assigned vehicle.
 - The Township can request to verify operators' CDL licenses at any time.

- All front wheel loaders being utilized must be operated by an experienced operator.

- All equipment must conform to regulations of the PA Vehicle Code and be good operating form.

- Trucks and all other equipment being used must be equipped with a functioning yellow strobe or rotating beacon light.

- -Trucks and equipment must be equipped with a functioning back up alarm.

- -Equipment sizes will be verified prior to use.

Equipment Breakdowns and Failures

Any vehicle which is not in service due to mechanical problems will be considered out of service. Hourly rates will only be paid for in-service time. It is the responsibility of the contractor to keep accurate hours and submit to the Public Works Director when their shift is determined to be over. The Public Works Director will verify all submitted hours prior to submitting payment to the Finance Department.

It is the responsibility of the contractor to immediately notify the Public Works Director of any truck or equipment breakdown in real time. The contractor shall be responsible for the timely repair or replacement of broken down trucks or equipment. If a breakdown occurs during the first eight (8) hours of guaranteed minimum time, a replacement truck or repair must be provided within one (1) hour of the breakdown to ensure that no deductions will occur.

Response Time

Contractors will be required to respond within ninety (90) minutes of receiving notification from the Public Works Director or his designee that the contractor's snow removal services are necessary. Contractors should be located within twenty-five (25) miles of Warminster Township, Bucks County.

Any contractor who does not respond within the specified time limit should consider their contract null and void. Any and all contractors who commit to snow removal services for Warminster Township shall not leave the Township until the Public Works Director or his designee has determined and notified the contractor that their snow removal services are no longer needed during the snow event.

If the contractor leaves the site without notification, their contract may be considered null and void.

SAFE Operations

First and foremost, the safety of the residents of Warminster Township and the travelling public shall be the first consideration of any contractor performing snow removal operations in or around Warminster Township. If the contractor commits any unsafe acts of any kind as determined by the Township, the contractor will be removed from the operation and subject to termination of the Contract.

Insurance Coverage

A Certificate of Insurance issued by an insurance company licensed to operate in the Commonwealth of Pennsylvania listing Warminster Township as an additional insured, is to be supplied after Bid Contract is awarded. Full insurance coverage is required of all successful bidders. Certificate of Insurance shall include General Liability, Vehicle Insurance, and Workers Compensation Insurance. Contractor shall inform Warminster Township immediately if insurance is altered or cancelled.

Bidders shall comply with all requirements of the Motor Vehicle Procurement Act 73.PS 1895. Contractor shall indemnify and hold harmless Warminster Township for all damage and personal injury which may result from Contractors' actions or the actions of the Contractors' employees.

The Awarded Contractor shall not assign the contract, nor sub-contract work under the contract without written permission of the Township Manager or his designee. The Township may award more than one (1) bid as needed for maximum snow removal resources.

Please see Exhibit A for specific Insurance Requirements.

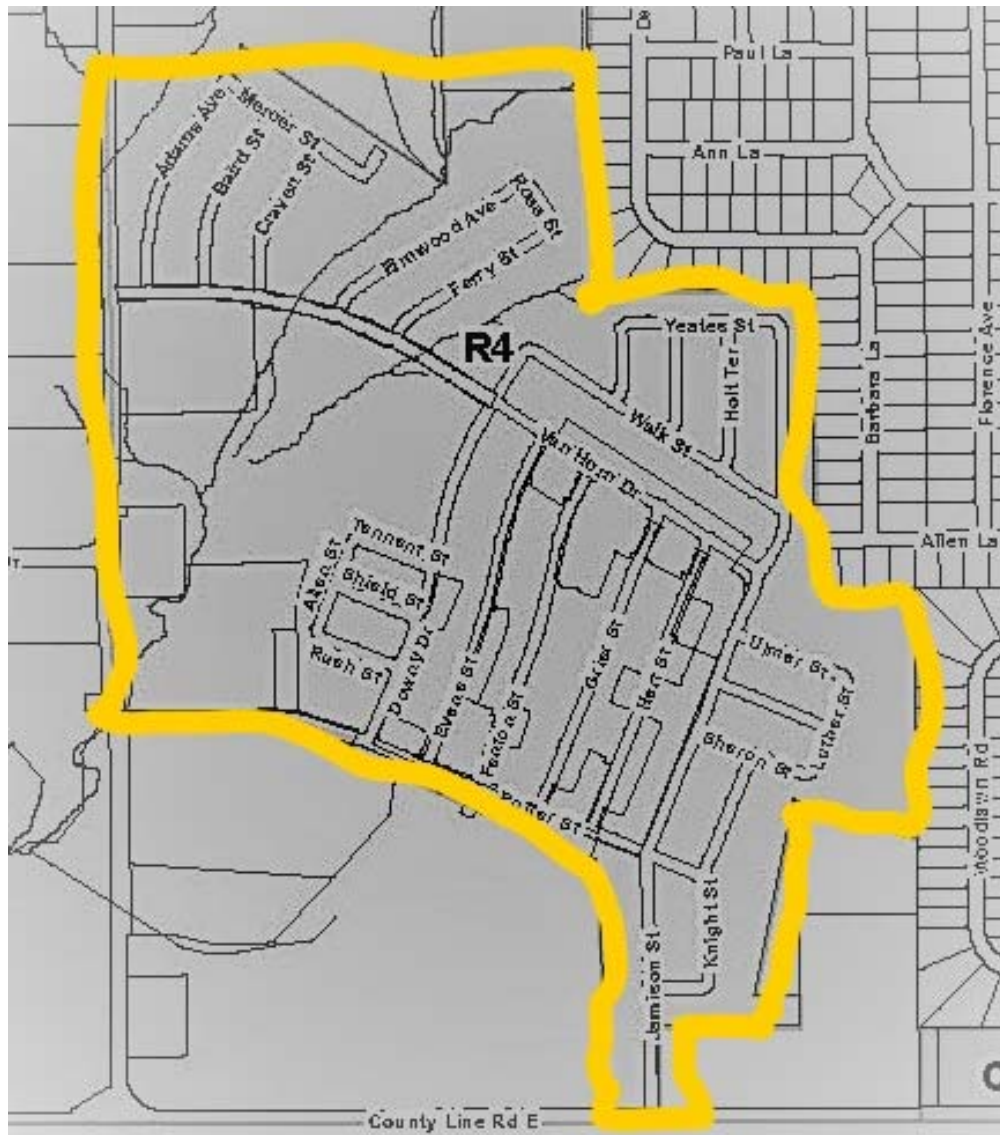
PROPOSAL OPTIONS

Option #1- Township Roads and Facilities

The contractor will provide snow removal services on any of the Township's 100 miles of roads. Actual locations of work are assigned by the Public Works Director or his designee during each individual snow event.

Option #2- Warminster Heights

The contractor will provide snow removal services for the development designated as Warminster Heights. This residential development consists of 4.27 miles. The residential development is bounded by Jacksonville Road and County Line Road. The area within the yellow are the roads the contractor would be assigned to perform snow removal.



OFFICIAL BID FORM

Township of Warminster
401 Gibson Avenue
Warminster, PA 18974

2019-2021 Snow Removal Services Bid

Gentlemen:

We propose to provide to Warminster Township snow removal services for a period of two years, commencing November 1, 2019 and ending April 30, 2021. Costs to include all insurance, supplies and materials, equipment machinery, delivery and labor for completion of the contract.

OPTION #1: Township Roads

Cost By Equipment Piece (including operator):
\$ _____ (Front End Loader, per hour)
\$ _____ (4 Wheel Drive Truck, per hour)
\$ _____ (6 Wheel Drive Truck, per hour)
\$ _____ (10 Wheel Drive Truck, per hour)
\$ _____ (Shoveling/Snow blower, per hour)

OPTION #2: Warminster Heights

Cost By Equipment Piece (including operator):
\$ _____ (Front End Loader, per hour)
\$ _____ (4 Wheel Drive Truck, per hour)
\$ _____ (6 Wheel Drive Truck, per hour)
\$ _____ (10 Wheel Drive Truck, per hour)
\$ _____ (Shoveling/Snow blower, per hour)
\$ _____ (Salt Truck, per hour)
\$ _____ (Rock Salt for roadways, per ton)
\$ _____ (Calcium Chloride, per bag)

Enclosed are the Official Bid Form, Experience and Equipment statement, list of references, and a copy of current required certificates of insurance. Detailed specifications for the services to be provided are enclosed. We guarantee we will be ready to provide the required services on November 1st or on any date thereafter that our services are required by the Township.

Authorized signature

Name of Authorized individual (please print)

Firm

Address

City State Zip

Phone

Date

Contact Email

EXPERIENCE & EQUIPMENT STATEMENT

Project for which contractor is qualifying _____

Date this form submitted _____

Date of receipt of Proposals _____

Submitted by Individual _____ Co-Partnership _____ Corporation _____

Principal Office Address _____

Telephone _____ Email _____

1. How many years has your organization been in business as a general contractor under your present business name? _____
2. How many years experience in this type of construction work has your organization had"
 - a) As a general contractor _____
 - b) As a sub-contractor _____

3. What are the largest projects your organization has completed?

CONTRACT AMOUNT	CLASS OF WORK	WHEN COMPLETED	FOR WHOM
1.			
2.			
3.			
4.			

NAME AND ADDRESS OF REFERENCE FOR ITEMS LISTED ABOVE
1.
2.
3.
4.

Any other reference _____

4. Have you ever failed to complete any work awarded to you? _____ (List last 5 years)
 If so, where and why? _____

5. Have you or has any office or partner of your organization ever been an office or partner of some other contracting organization? _____

If so, state the name of the individual, position, and the name of the other organization _____

6. If any part of the work is sublet, will you require a bond from sub-contractor? _____

7. Give list of uncompleted contracts at present held by you.

CONTRACT	AMOUNT

8. What equipment do you own that is available for the proposed work?
 (you may attach a sheet listing equipment as needed)

9. State approximately the largest amount of work you have done in any on year. _____

Remarks: _____

EXHIBIT A

DELAWARE VALLEY INSURANCE TRUST

Insurance Requirements for Snow Removal Contractors

Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold Warminster Township (the Township) and its elected and appointed officials, employees and authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees) arising out of or related to Contractor's services performed under this Contract or operations incidental thereto, unless such claims arise from the sole negligence of Township. Such obligation to indemnify, defend and hold Township and its elected and appointed officials, employees, agents and authorized volunteers harmless shall survive the termination of this Contract.

1 - General Insurance Requirements

1.1 - 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.

1.2 - 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.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor in 2.1.1, 2.1.2 and 2.1.3 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.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Township.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.5 - 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.

1.6 - 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.

1.7 - 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.

1.8 - Any deductibles or retentions that are greater than \$10,000 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.

2 - Contractor's Liability Insurance – Occurrence Basis

2.1 - The Contractor shall purchase the following insurance coverages on an occurrence basis (claims made coverage not acceptable) for not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent 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.

2.1.2 - 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; and
- ii. Automobile contractual liability.

2.1.3 - 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.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 2,000,000 per occurrence;
- \$ 2,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 2,000,000 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.

2.1.5 - 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 and business auto insurance with respect to liability arising out of the Contractor's snow removal operations and the certificate(s) of insurance, or the certified policy(ies) if requested, must so state this.

2.1.6 - Insurance provided to the Township and its elected and appointed officials, employees 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.)

2.1.7 - Insurance provided to the Township and its elected and appointed officials, employees 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 and authorized volunteers shall be excess of and non-contributory with insurance provided to the Township and its elected and appointed officials, employees and authorized volunteers as specified herein.

3 - Contractor's Property and Auto Physical Damage Insurance

3.1 - The Contractor, Subcontractors and/or Sub-subcontractors shall, at their own expense, purchase and maintain separate property insurance coverage for machinery, tools or equipment owned or rented by them, which are utilized in the performance of the Contractor's services performed under this Contract or operations incidental thereto. The Contractor, Subcontractors and Sub-subcontractors, hereby waive all rights against the

Township and its elected and appointed officials, officers, employees and authorized volunteers for property damage to or loss of use of such machinery, tools or equipment. The policies shall provide such waivers of subrogation by endorsement or otherwise.

- 3.2 - The Contractor, Subcontractors and/or Sub-subcontractors shall, at their own expense, purchase and maintain auto physical damage insurance coverage for auto and attached snow removal and/or road treatment equipment, which are utilized in the performance of the Contractor's services performed under this Contract or operations incidental thereto. The Contractor, Subcontractors and Sub-subcontractors, hereby waive all rights against the Township and its elected and appointed officials, officers, employees and authorized volunteers for property damage to or loss of use of such autos or equipment. The policies shall provide such waivers of subrogation by endorsement or otherwise.

