

Snow Removal/Plowing Services for 2021-2024

Requests for Proposals shall be received by the Township Manager of Warminster at the Municipal Building, 401 Gibson Avenue, Warminster, PA 18974 or emailed to amcadams@warminsterpa.org until September 30, 2021 at 2:00 PM. Contract documents for the above may be downloaded from the Township's website, <https://warminstertownship.org>.

All questions must be submitted by email to the Public Works Director, Andrew McAdams at amcadams@warminsterpa.org. Proposals must be on the form furnished by the Municipality.

Steven M. Wiesner
Acting Township Manager

WARMINSTER TOWNSHIP
401 Gibson Avenue
Warminster, PA 18974

GENERAL CONDITIONS- Exhibit "A"

1. Proposal Documents consist of the General and Special Conditions (Exhibit "A"), Proposal Form and Contractor's Affidavit (Exhibit "B") the Detailed Specifications (Exhibit "C"), Non-Collusion Affidavit (Exhibit "D"), and Contract Form, (Exhibit "E")
2. PROPOSALS WILL NOT BE CONSIDERED UNLESS SUBMITTED ON TOWNSHIP FORMS.
3. Contractor may submit proposal on a one (1) year option or up to and including all three (3) year options.
4. Proposals must be typewritten, or written in ink, and must be signed by the Contractor on the enclosed form.
5. Proposals shall be delivered to the Township Building, 401 Gibson Avenue, Warminster Pa, 18974 IN SEALED ENVELOPES MARKED AS TO THE CONTENTS or emailed to amcadams@warminsterpa.org.
6. Proposals must remain firm for ninety (90) days from date of proposal opening and cannot be withdrawn during this period.
7. The Township of Warminster reserves the right to accept or reject all or any portion of any proposals submitted, and to make awards that will serve the best interest of Warminster Township.
8. The Contractor agrees that ALL the items herein enumerated shall be SUBJECT TO INSPECTION by employees of the Township or by qualified agents of the Township, and should they not be in conformity with the specifications, the Contractor agrees to remove the same from the Township's premises UPON DUE NOTICE.
9. The Contractor agrees that, if awarded the contract for the items herein specified, he WILL NOT ASSIGN, TRANSFER OR SUBLET the contract or purchase order.
10. The Contractor does hereby agree that, if awarded the contract, he will indemnify and save harmless the Township of Warminster, the Board of Supervisors, its Township Manager, Employees and Agents – from all suits and actions of every nature and description brought against them, or any of them growing out of any contract or contracts written or verbal, entered into between the successful Contractor and the Township.
11. Proposals must be done in full compliance with applicable laws of the Second-Class Township Code of Pennsylvania and Warminster Township Code of Ordinances.

SPECIAL CONDITIONS

1. CONTRACTOR'S INSURANCE

- (a) General – Before or at the execution of a Contract, provide the Owner with certificates of insurance evidencing the coverage required; have all primary and excess liability policies contain the following clause: “Thirty (30) days written notice of any cancellation, non-renewal, limit or coverage reduction is to be sent to the Owner by Certified Mail” and all insurance policies must be written by an Insurance Company licensed and authorized to do business in Pennsylvania and acceptable to the Owner. The bond is to be approved by the Township. All insurance policies must be written by an Insurance Company licensed and authorized to do business in Pennsylvania and acceptable to the Owner.
- (b) Worker's Compensation and Employer's Liability Insurance – Worker's Compensation Insurance in statutory required limits for the protection of all employees. Provide Employer's Liability Insurance in limits of not less than \$500,000 bodily injury each accident.
- (c) Commercial General Liability Insurance – Includes: Products/Completed Operations; Blanket Contractual Liability – All Written & Oral Contracts; premises and operations liability; explosion, collapse and underground; personal injury; independent contractors; broad form property damage; severability of interest provisions; personal injury and advertising liability; premises medical payments; fire damage legal liability – real property; incidental malpractice (including employees); non-owned watercraft; and automatic coverage for newly acquired entities. The minimum limits for Commercial General Liability policy will be \$1,000,000 Each Occurrence.
- (d) Commercial Automobile Liability Insurance - covering all owned, hired, leased and non-owned vehicles with a minimum limit of liability of \$1,000,000 per occurrence.
- (e) The Commercial General Liability and Automobile Liability policies will name Warminster Township as Additional Insured.
- (f) Proof of Insurance – Before commencing work, furnish to the Township three original certificates of insurance outlining the coverages detailed above. The certificate will also indicate the Additional Insured status of the Township and the appropriate cancellation/nonrenewal notice wording.

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

PROPOSAL FORM (Exhibit “B”)

NOTE: CLEARLY MARK OUTSIDE OF SEALED PROPOSAL WITH IDENTIFICATION AS

1. Snow Removal/Plowing Services 2021-2024
2. The name of the company or corporation submitting the proposal.

ALL CONTRACTORS MUST USE THIS FORM, OR AN EXACT DUPLICATE FOR
SUBMITTING PROPOSALS

Contractors must return the following:

- 1) Proposal Form
- 2) Non-Collusion Affidavit

FORM OF PROPOSAL

PLACE: Township Building
401 Gibson Ave
Warminster, PA 18974

DATE OF PROPOSAL
SUBMISSION BY: September 30, 2021 by 2:00 pm

PROPOSAL AWARD: October 7, 2021

TO: TOWNSHIP OF WARMINSTER

The undersigned, _____,
(name of Contractor)

after complete examination of the specifications and contract form of documents, hereby proposes to furnish all equipment, materials, and labor (as required) for: **Snow Removal/Plowing Services** listed below, together with all incidentals thereto, in accordance with the enclosed specifications which are understood as being part of this proposal.

Note: Contractor may propose on one-year option or up to three years:
Option 1 (One-year term): COST FOR SERVICES (December 1, 2021-April 30, 2022)

1. Contractor may propose on one-year option or up to three-year options.
2. Provide total hourly rate for one (1) man and One (1) Truck.
3. The hours needed for these services will be based on snow fall and declared snow emergencies

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

Proposals will be awarded based on the lowest proposal rate per hour by type of equipment.

Option 2 (2-year term): COST FOR SERVICES (December 1, 2021-April 30, 2023)

1. Contractor may proposal on one-year option or up to three-year options.
2. Provide total hourly rate for one (1) man and One (1) Truck.
3. The hours needed for these services will be based on snow fall and declared snow emergencies

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

Proposals will be awarded based on the lowest Proposal Rate per hour by type of equipment.

Option 3 (three-year term): COST FOR SERVICES (December 1, 2021-April 30, 2024)

1. Contractor may Proposal on one-year option or up to three-year options.
2. Provide total hourly rate for one (1) man and One (1) Truck.
3. The hours needed for these services will be based on snow fall and declared snow emergencies

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

Proposals will be awarded based on the lowest proposal rate per hour by type of equipment.

The Contractor understands that the Owner reserves the right to reject any or all proposals, and to waive any informalities in the Proposing.

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

The undersigned does further agree, within fifteen (15) days or receipt of written notice of the acceptance of this proposal to execute the formal contract bound in the specification.

SEAL IF PROPOSAL IS BY A CORPORATION

Business Name

By _____

(Signature of Contractor)

Business Address

Business Phone

Business Fax

Email

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

PROPOSAL SPECIFICATION-EXHIBIT "C"

GENERAL INFORMATION

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

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

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

Response Time:

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

Experience:

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

I state that _____ understands and
(Name of my firm)

acknowledges that the above representations are material and important, and will be relied
on by _____
(Name of public entity)

in awarding the contract(s) for which this Proposal is submitted. I understand and my firm
understands that any misstatement in this affidavit is and shall be treated as fraudulent
concealment from _____ of the true facts relating to
submission of Proposals for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____

Day of _____ 2021

Notary Public

My Commission Expires

CONTRACT (Exhibit E)

AGREEMENT, made this day of by and between the Township of Warminster, BucksCounty, Pennsylvania, hereinafter called Owner, and a Corporation organized and existing underthe laws of the State of a partnership consisting of the following members:

an individual, of State of
hereinafter called Contractor.

WITNESSETH, that the Contractor and Owner for consideration named herein agree as follows:

ARTICLE 1. – SCOPE OF WORK

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

ARTICLE 2. – PAYMENT AND CONTRACT SUM

Owner shall pay Contractor for the performance of this Contract, subject to additions and deductions. Final payment shall not be paid to Contractor until after final inspection and acceptance by the Owner.

ARTICLE 3. – TIME OF COMPLETION

This contract will expire on _____

ARTICLE 4. – CONTRACT DOCUMENTS

The contract documents shall consist of the following:

- (1) Advertisement for Proposals
- (2) Instructions and Supplementary Instructions to Contractors
- (3) Actual Proposal (Proposal) submitted by Contractors

- (4) This Agreement
- (5) Specifications in their entirety
- (6) Addenda (if any)
- (7) Insurance Certificates required

ARTICLE 5. – INSURANCE PRIOR TO COMMENCING
WORK

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

ARTICLE 6. – CONTRACTOR REPRESENTS AND WARRANTS AS FOLLOWS:

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

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

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

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

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

ARTICLE 7. – This Agreement shall extend to and be binding upon the respective heirs, administrators, executors, successors, and assigns of the parties hereto.

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

WARMINSTER TOWNSHIP

BY: _____

Steven M. Wiesner
Acting Township Manager

ATTEST: _____

AFFIX
SEAL
HERE

(CORPORATE CONTRACTOR)

BY: _____

President

ATTEST: _____

AFFIX
SEAL
HERE

HOLD HARMLESS CLAUSE

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

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

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

Firm Name

President

ATTEST: _____

Secretary