

**MIDDLETOWN TOWNSHIP**

**REQUEST FOR BIDS**

**for**

**TOWNSHIP BUILDINGS**

**SNOW AND ICE REMOVAL**

## NOTICE TO BIDDERS

Sealed bids will be received by Middletown Township, 3 Municipal Way, Langhorne, PA 19047 until 10:00 AM prevailing time, on November 9, 2016, for snow and ice removal for Township Buildings, pedestrian walkways, and parking lots in Middletown Township.

A contract will be awarded for one year, with an option for a three year extension with both parties' consent.

Bid Forms which include all specifications can be secured at the Middletown Township office, Monday through Friday between 8:30 AM and 4:30 PM or by calling (215) 750-3800, Ext. 3302. All bids must be submitted on these forms, placed in a sealed envelope marked "**BID FOR TOWNSHIP SNOW AND ICE REMOVAL. ATTN: MANAGER'S OFFICE**"

Bids shall be delivered to the Middletown Township office on or before 10:00 AM, prevailing time, on November 9, 2016, at which time the bids shall be publicly opened and read aloud.

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## INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. Middletown Township will accept bids either by mail or in person at 3 Municipal Way, Langhorne, PA 19047. Bids must be received or delivered no later than 10:00 AM on November 9, 2016.
2. Prior to quoting all Contractors shall thoroughly familiarize themselves with the locations and buildings covered by this specification. A mandatory pre-bid meeting of facilities will be held on October 26, 2016, at 10:00 AM starting at 700 Veterans Highway in Levittown.
3. All bids must be made upon the Bid Form provided and must be signed by: the bidder, proprietor if the bidder is a sole proprietor; an authorized partner if the bidder is a partnership; or by an authorized corporate officer, if the bidder is a corporation.
4. Each bid shall have attached thereto the Instructions to Bidders and General Conditions, the Specifications, and the Bid Form, all of which shall be a part of the bidder's bid.
5. Bids shall be placed in a sealed opaque envelope labeled "Bid for Township Snow and Ice Removal", marked with the bidder's name, address, telephone number, fax number, and addressed to Middletown Township.
6. Any bid may be withdrawn by the bidder subsequent to receipt of the bid by Middletown Township if a written request is received by Middletown Township prior to the time specified for the opening of the bids.
7. Any bid received after the time specified for the receipt of bids will be returned to the bidder unopened and will not be considered.
8. Should a bidder note discrepancies, omissions or ambiguities in the Specifications, then the bidder shall notify the Township Manager immediately, who will respond, if necessary, with a written addendum to all Bidders clarifying the matter.
9. Prior to the time established for the receipt of bids, addenda may be sent to prospective bidders, giving notification of additions or alterations to the Bid Documents. Such additions or alterations shall be included by each bidder in the computation of amounts to be inserted in the bid thereof and which addenda shall be incorporated into the Bid Documents.
10. It shall be the duty of each bidder to ascertain what addenda, if any, have been promulgated which may affect the bid of such prospective bidder.
11. Addenda will be mailed by certified mail, with return receipt requested or sent by fax and mail when possible to each prospective bidder on record no less that forty-eight (48) hours before the scheduled bid opening.
12. All blank spaces in the Bid Form shall be completed. All amounts stated in the bid shall be expressed both in writing and in figures. In the event of any discrepancies between written expression and the numerical expression of any amount, the statement of the amount in words shall govern.

13. Erasures, alterations or changes made by the bidder in the completion of the Bid Form shall be explained or noted appropriately over the signature of the bidder. Bids which are incomplete, conditional, obscure, or which have erasures or irregularities of any kind may be rejected.
14. Bidders shall include descriptive information and certificates along with the bid to document compliance with the terms of the Specifications.
15. Middletown Township is not subject to Federal or State taxes. Bids shall not include these taxes.
16. The bidder shall bear sole responsibility for the performance of the total contract and shall not assign or subcontract any portion of the contract without first obtaining the written consent of the Middletown Township, which consent may be withheld by Middletown Township in the exercise of its sole discretion
17. After award of the contract, Middletown Township, without invalidating the contract, may order additional work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted based upon the unit bid price.
18. Bidders are required to present with their bid proper evidence of experience, qualifications, financial responsibility and other capabilities as specified to complete the work required.
19. Failure to fulfill any requirement contained in the Bid Documents and any Addenda shall be sufficient to reject a bidder's bid.
20. Middletown Township reserves the right to reject any or all bids.
21. The successful bidder must enter into a written agreement with Middletown Township for the contract, which agreement shall be acceptable in form and substance to the Township's Solicitor. The said written contract shall provide, among other things, and not in limitation thereof, that the successful bidder shall indemnify, defend, and hold Middletown harmless of, from and against all claims, demands, fines, actions and judgments of every nature in connection with or in any manner arising out of the performance of or responsibility to perform the contract by the successful bidder, its directors, officers, employees, servants, workmen, agents, contractors, and each of their heirs, personal representatives, successors and assigns.
22. The successful Contractor shall provide the Township with a certificate of insurance naming the Township as additional insured and certifying that the Contractor is insured for the following risks in the following minimum policy amounts: Worker's Compensation Insurance of \$100,000/accident and \$500,000 aggregate; General Liability Insurance of \$1,000,000 per occurrence and aggregate; and Automobile Liability Insurance of \$1,000,000 per occurrence and aggregate.
23. The Contractor shall provide the Township with a service Contractor's bond in the amount of \$10,000 covering employee dishonesty and theft.
24. The Contractor shall save and hold harmless and indemnify the Township its agents and employees

against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, any subcontractor, or any employee, agent or representative of Contractor.

25. Nothing in the above paragraphs shall be considered to preclude the Township from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss, or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Township property. The Contractor shall do nothing to prejudice the Township's right to recover against third parties for any loss, destruction of, or damage to Township property and upon the request of the Township, shall furnish to the Township all reasonable assistance and cooperation in obtaining recovery.
26. The Township reserves the right to make any investigation as it deems necessary to determine the capability of the selected contractor to provide required services, including verification of driver's licenses of the contractor's employees. Bidders must furnish any such information as requested by the Township.

#### **SPECIFICATIONS**

1. The awarded contractor will be required upon two hours' notice to clear all snow and ice from the following parking areas and walking surfaces listed in Attachment 2.
2. The Township will provide salt and/or brine to the awarded Contractor for each snow event. Both the salt and brine will be used solely for the use on Township property and cannot be stockpiled or used at other locations outside the scope of the contract.
3. The awarded contractor will provide all other required equipment needed to clear snow and ice. Contractor must provide a list of equipment they plan to use, and the list must be approved by the Director of Public Works or the Roads Foreman.
4. Labor will be paid at a flat hourly rate. Hours logged for each snow event must be approved by the Director of Public Works or the Roads Foreman.
5. Billing shall occur monthly, and invoices shall be submitted to the Township no later than the end of the first week of each month. The location, date, and time should be noted, and an event log of manpower hours, quantity of supplies, and equipment used for each event should be included.
6. The contract shall begin upon written notice of the award of the bid and shall terminate one year from the starting date unless both parties agree to a three-year extension.
7. The Township solely determines the dates and times when services are required. The Township may at any time direct or limit the services required for specific snow events. The Contractor may not bill

for services that were not requested by the Township Director of Public Works or the Roads Foreman.

**BID FORM**

This Bid is submitted to:

Middletown Township  
3 Municipal Way  
Langhorne, PA 19037

The following bid and amendments, if any, is submitted in accordance with your public advertisement inviting bids for Township Snow and Ice Removal. The undersigned has examined all Bid Documents listed and has made whatever investigation of locations and conditions it deems necessary.

**The undersigned hereby proposes and agrees to enter into and perform the Contract of which this Proposal is a part and will furnish all items and complete all work in strict accordance with the Specifications, Details and other contract Documents within for the lump sum price(s) listed below:**

**Snow and Ice Removal**

Cost per Hour \_\_\_\_\_, \_\_\_\_\_  
(written in words) (written in figures)

Complete the appropriate section below:

**Corporation:**

\_\_\_\_\_ is a Corporation

organized under the laws of \_\_\_\_\_. The officers of

\_\_\_\_\_ are:

\_\_\_\_\_, President \_\_\_\_\_, Vice President

\_\_\_\_\_, Secretary \_\_\_\_\_, Treasurer

ATTACH CERTIFIED COPY OF INCUMBENCY CERTIFICATE AND RESOLUTION AUTHORIZING OFFICER TO SIGN BID DOCUMENTS.

Address \_\_\_\_\_



Contact Name \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Signature of authorized corporate officer: \_\_\_\_\_

**Partnership:**

\_\_\_\_\_ is a partnership trading and doing business

under this firm name \_\_\_\_\_.

The partners of this firm are:

\_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone # \_\_\_\_\_

Signature of authorized partner: \_\_\_\_\_

**Individual:**

\_\_\_\_\_ is an individual

doing business under the name of \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone # \_\_\_\_\_

Signature of sole proprietor: \_\_\_\_\_

This proposal and the above price(s) are valid for a period of ninety (90) days after the time fixed for submission of proposal, or from the time to which submission of proposals may be postponed.

Attachment 1

**CONTRACTOR INSURANCE REQUIREMENTS**

Without limiting contractor’s indemnification, it is agreed that contractor shall maintain in force at all times during the performance of this Agreement, the following policies of insurance:

**General Liability**

Comprehensive General Liability, including	
Premises & Operations	\$1,000,000 per Occurrence
Products & Completed Operations	Combined Single Limit
Contractual Liability	Occurrence Form
Personal Injury Liability	
Broad Form Property Damage	
Independent Contractors’ Liability	

**Automobile Liability**

Comprehensive Automobile Liability	\$1,000,000 per Occurrence
Covering, as applicable, owned	Combined Single Limit
Non-owned, and hired automobiles,	Occurrence Form
Including contractual liability.	

<u>Automobile Physical Damage and/or</u>	Functional Replacement
<u>Inland Marine (as appropriate)</u>	Cost New

**Workers’ Compensation & Employers’ Liability**

Workers’ Compensation	Statutory
Employers’ Liability	\$500,000 per Occurrence

Each insurance policy required by this contract shall contain the following clause:

*“This insurance shall not be cancelled, reduced in coverage or limits, or non-renewed until after forty-five (45) days prior written notice has been given to Township or its representative.”*

Each insurance policy required by this contract, except for the Workers’ Compensation policy, shall contain the following clauses:

*“The Township, its employees, agents, officials and volunteers are hereby added as additional insured as respects the operations and activities of this contract.”*

Prior to commencement or construction under this contract, contractor shall deliver to Township or its representative, insurance certificates confirming the existing of the insurance required by this contract. If contractor fails to maintain the aforementioned insurance, Township may, at its option, obtain such insurance and forward an invoice for payment of the premiums to the contractor.

Nothing herein contained shall be construed as limiting in any way the extent to which contractor may be held responsible for payments of damages to persons or property resulting from contractor’s or its subcontractor(s) performance under this contract.

Attachment 2  
**Sidewalk and Parking Areas**

<b>SIDEWALK AREAS</b>	<b>L (FT.)</b>	<b>W (FT.)</b>	<b>SF</b>
Township Bldg.	521	4.5	2,345
Forget Me Not Ln.	1,054	4	4,216
Community Park	3,848	7	26,936
Forsythia Park	2,374	6	14,244
Christopher Jones Park	2,390	9	21,510
Simmons Park	2,340	6.5	15,210
Comm Park to Maple Point	1,860	5	9,300
Flint Rd.	470	4	1,880
Croasdale Dr.	270	4	1,080
Terrace Rd. 1	85	3	255
Terrace Rd. 2	120	3	360
Twin Oak Dr.	150	3	450
Frosty Hollow Rd.		3	

	1,420		4,260
Lower Orchard - Jollybrook Bridge	230	4.5	1,035
Cardinal Rd.	180	3.5	630
Cobalt - Quincy Walkway	360	9	3,240
Snowball - Forsythia Bridge	295	3.5	1,033
Forsythia Crossing Bridge	85	4.5	383
Community Center	360	4	1,440
Heartwood Rd.	45	4	180
Highland Park Dr.	90	4	360
Handy Rd.	110	4	440
Pickering Bend	230	4	920
Ford Ave.	1,070	4	4,280
Rumph Ave.	330	4	1,320
High Pointe Cir.	105	4	420
Hulmeville Rd.	540	4	2,160

Turtle Ln	250	4	1,000
Deer Dr. 1	240	4	960
Deer Dr. 2	450	4	1,800
Essex Ln.	85	4	340
Oxford Dr.	260	4	1,040
Taryton Estates Park	1,910	4	7,640
Shasta Rd.	800	4	3,200
Alberts Way	240	4	960
White Swan Way	270	4	1,080
<b>SIDEWALK AREAS</b>	<b>25,437</b>		<b>137,906</b>

Pickering - Wellington Footpath	485	4	1,940
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**PARKING LOT  
AREAS**

**SF**

Forsythia Park Lot 1			4,047
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Forsythia Park Lot 2			18,560
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Firefighter Park

	15,930
Christopher Jones Park	18,000
Simmons Park	19,338
<b>PARKING AREAS</b>	<b>75,875</b>



## Appendix B

### **NONDISCRIMINATION CLAUSE**

During the term of the contract, contractor agrees as follows:

A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap.

Contractor shall take affirmative action to ensure that applicants are employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, or handicap. Such affirmative action shall include, but is not 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.

Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

B. Contractor shall, in advertisements or request for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or handicap.

C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.

D. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

E. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under this nondiscrimination clause, contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

F. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

G. Contractor shall furnish all necessary employment documents and records to and permit access to its books, records and accounts by the contracting agency for purpose of investigation to ascertain



compliance with the provisions of this clause. If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

H. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

I. Contractor shall include the provisions of this nondiscrimination clause in every subcontract so that such provisions will be binding upon each subcontractor.

J. Contractor obligations under this clause are limited to the contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Appendix C  
NONCOLLUSION AFFIDAVIT

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (NAME OF FIRM)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that

1. The price(s) and amount(s) of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount(s) of this bid, and neither the approximate price(s) nor approximate amount(s) of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_ its affiliates, subsidiaries, officers, directors, and  
(NAME OF FIRM)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the  
(NAME OF FIRM)

above representations are material and important, and will be relied on by Middletown Township in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Middletown Township of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(SIGNATURE)

Witnessed before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_



## INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT

1. This Noncollusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S., §1611 et seq., Governmental agencies may require Noncollusion Affidavits to be submitted together with bids.

2. This Noncollusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparations, approval or submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Appendix D

HOLD HARMLESS CLAUSE

The contractor shall indemnify and save harmless the Township of Middletown from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description brought against or recoverable from the Township of Middletown by reason of any act or omission of the contractor, its agents, employees, assigns, and any entity acting in the contractor's behalf and on the contractor's direction in the execution of the work or in consequence of any negligence or carelessness connected with the execution 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 all plans, specifications, and other documents published by the Township of Middletown in connection with the preparation and award of the contract.

The contractor shall assume all risk and bear any loss or injury to the property or any person which is caused by the negligence of the contractor including his/her negligent failure to notify the Township of Middletown of any dangerous condition requiring the Township of Middletown 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. 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 relating to the work for which the contract was let including all notices of any dangerous conditions.

The contractor, in executing this Agreement, represents to the Township of Middletown that the contents of this hold harmless clause has been communicated to any subcontractors or employees and that this representation is made in behalf of both him/herself and all persons or organizations acting in the contractors' behalf including any subcontractors.

ATTEST: \_\_\_\_\_

NAME OF FIRM

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PLEASE PRINT NAME

Appendix E

**WAIVER OF RIGHT TO FILE MECHANIC'S LIEN**

WHEREAS, \_\_\_\_\_  
CONTRACTOR NAME & ADDRESS

\_\_\_\_\_

has entered into an agreement with the Township of Middletown, County of Bucks, Commonwealth of Pennsylvania, for

\_\_\_\_\_

\_\_\_\_\_

TMP #22-

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties as a part of the said contract and for consideration therein set forth that neither the undersigned contractor, and subcontractor of material man, nor any other person furnishing labor or materials to said contractor under this contract, shall field a lien, commonly called a Mechanic's Lien, for work done or materials furnished to the said project or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of §402 of the Mechanic's Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SIGNATURE