



Board of Supervisors

Frank A. Piliero, Chairman - Charles A. Philips, Vice Chairman
Susan T. Bednar - Kevin R. Kuhn - Hugh D. Willig

Rev: 2/4/19

Road Labor & Equipment Rental Bid Serial No. _____

CHARLESTOWN TOWNSHIP NOTICE - PUBLIC BIDS

Sealed proposals for Labor & Equipment Rental for Road Work will be received by the Board of Supervisors of Charlestown Township on **March 4, 2019 until 12:00 Noon** at the Charlestown Township Municipal Office, 4030 Whitehorse Road, Devault, Pa. They will be publicly opened and read at 7:00 P.M. on this same date at the Great Valley Middle School, 255 N. Phoenixville Pike, Malvern, PA in the Choral Room, where the Board of Supervisors will conduct a regularly scheduled public meeting. At this time the bid will be awarded subject to entering into a contract with the successful bidder on terms satisfactory to the Township.

Bidder must submit proposal on PennDOT forms, which may be obtained from the Township Office along with bid specifications, general conditions Statement of Bidder's Qualifications and Experience, and **complete bid information**. Bids must be submitted in a sealed envelope plainly marked "Township Labor & Equipment Rental Bid" as appropriate. Bids may be delivered to the Township Office before 12:00 Noon March 4, 2019.

Charlestown Township's office is located at the Devault Building, 4030 Whitehorse Road, Charlestown Township, Chester County, PA and is open on Monday through Friday from 9:00 A.M. to 3:00 P.M. **FAX (610) 240-0328, Phone (610) 240-0326.**

BID SPECIFICATIONS

EQUIPMENT RENTAL (With Operator unless otherwise specified) **and LABOR SPECIFICATIONS.** **Hours are Yearly.**

- (1) Skilled Labor - 150 hours
Common Labor – 400 hours
- (2) Triaxle Dump Truck, 24 Tons (73,280 GVW) (*see note 1 & 5*) - 40 hours
- (3) Tandem Axle Dump Truck, 20 Tons (53,000 GVW) (*see note 1,2, & 5*) - 80 hours
Set of Chains & 10 foot Snow Plow – 20 hours
5 ½ cubic yards Hopper Cinder Spreader (with 18 hp engine driven hydraulic operation and remote control in cab) or Equal - 20 hours
- (4) Three Each: Dump Truck, Ten Tons (33,000 GVW) (*see note, 1,2, & 5*) - 50 hours each
Set of Chains and 10 foot Snow Plow – 20 hours each
3 ½ cubic yards Hopper Cinder Spreader (with 18 hp engine driven hydraulic operation and remote control in cab) or Equal – 20 hours each
- (5) Dump Truck, One Ton (10,000 GVW) (*see note 1 & 2*) - 80 hours
Set of Chains & 8 foot Snow Plow - 20 hours
Hopper Cinder Spreader (with engine driven hydraulic operation and remote control in cab) or Equal – 20 hours
- (6) Tandem Axle Trailer (*see note 3*) - 10 hours
- (7) Pick-up Truck 1/2 Ton and associated tools (shovel, etc.) – 100 hours
- (8) PennDOT approved Bituminous Paver, 8 to 12 feet screed operator and screed person included or Equal -80 hours
- (9) PennDOT approved Power Box (small, self-propelled Asphalt Paver) – 10 hours
- (10) Backhoe/Loader, 4 Wheel Drive with 1.25 cubic yard Bucket or equal (see note 2) - 100 hours
- (11) Rubber Tire Loader, Four Wheel Drive with 2.5 cubic yard Bucket or equal (see note 2) - 100 hours
- (12) PennDOT approved Vibrator Roller 10 to 12 Ton Tandem - 20 hours
- (13) PennDOT approved Vibratory Roller 5 to 8 Ton Tandem - 20 hours
- (14) Air Compressor 125 CFM and associated tools (jack hammer etc.) with operator - 10 hours
- (15) Tar Pot, heated, with sprayer and hose, or equal - 10 hours
- (16) Water Tank Truck 1000 gallons, or Equal - 10 hours
- (17) Sealer/Tack Coat Spray Truck or Equal - 10 hours
- (18) Bituminous Curb Builder - 10 hours
- (19) Acetylene Torch Set on wheeled cart (*see note 4*) - 10 hours
- (20) Vibratory Plate Tamper (*see note 4*) - 10 hours
- (21) Three-wheel Blower (*see note 4*) - 10 hours

- (22) Chain Saw 18 inch or Equal (*see note 4*) - 10 hours
- (23) Powered Cut-off Saw (*see note 4*) - 10 hours
- (24) Mill Head, broom & grapple – 10 hours
- (25) Vacuum/Mechanical Road Sweeper (Tyco 600 or equivalent) – 10 hours
- (26) Brine Tank(s) greater than 750 gallons in total with distributor – 10 hours

NOTES:

note 1 - Snow Chains, Snow Plows and Hopper Cinder Spreaders are additions to the primary vehicles they are listed under and do not require separate operators.

note 2 - Successful bidder shall demonstrate availability (ownership or under contract for purchase or lease) of one each of snow removal equipment items 3,4,5, 10, 11 and 14 from each October through April, or portions thereof, for the period of resulting contract.

note 3 - Equipment item 6, Tandem Axle Trailer, will always be used with a towing vehicle and therefore does not require a separate operator.

note 4 - Equipment items 21 through 25 shall not include an operator in quoted equipment rate but bid must identify if these equipment items require skilled or unskilled laborers to operate. Alternatively: equipment items 19 through 23 may be offered as add on items to other primary equipment items and will thus be included under the operator of that item without additional labor charges.

note 5 - Substitution with larger equipment may be permitted at the discretion of the Township providing contractor agrees to charge at the rate bid for the equipment scheduled. For example: if equipment item 4 is scheduled for work in the Township, then equipment item 3 may be substituted if charged at the rate for item 4.

EQUIPMENT RENTAL & LABOR SERVICES

- (1) Equipment, operators, labor and tools shall be provided to meet the service response requirements specified in the statement of work. All operators shall be properly trained and licensed (i.e., PA CDL, etc.). Equipment operators, supervisor, foreman or crew chief must be able to understand and comply with verbal instructions in English from the Township and shall be sufficiently skilled and disciplined to work independently with minimum supervision.
- (2) Equipment shall be rented on an hourly basis where required by the Township. The rates to be charged shall include equipment and operators, fuel, supplies, and maintenance in the quoted rental prices (unless otherwise specified). The Township will authorize which type of equipment and laborers will be used. Hours specified are estimates only and commitment for minimum total time is not acceptable.
- (3) Equipment required for routine work by Township will be scheduled for half day or full day usage according to anticipated job demands. Township shall not be charged for equipment idle time beyond minimum scheduled time unless Township requires extension of time for the equipment at a job site. Contractor's employees' time may not be charged as an operator of more than one piece of equipment or laborer at one time. Operators for equipment that is idle during the minimum chargeable period shall serve as laborers when required. Charges for such labor shall be covered by equipment/operator time and may not be charged as additional labor time simultaneously.
- (4) In addition to listed equipment, successful bidder shall provide all necessary small tools including Shovels, Rakes, Picks, Lutes, Brooms, etc. for work as requested by Township. It will be the responsibility of the contractor to transport the equipment, men and small tools to the job site. Successful bidder shall also provide all Job Site Traffic Control signs, cones and other equipment necessary to direct traffic to ensure public safety in accordance with PennDOT publication Work Zone Traffic Control Publication 213, and successful bidders' insurance requirements. Final acceptance and approval of all work done will be made by the Roadmaster.

STATEMENT OF WORK

- (1) **Winter Snow and Ice:** Road Pre-treatment, Plowing and Salt/Anti-Skid Spreading to keep designated roads passable and safe. (Approximately 28 miles of Township roads.) Required service response is within two hours of notification by Township or as scheduled by Township. If bidder is under contract for (or has contracts pending or intends to bid on) snow plowing for other municipalities, PennDOT, commercial business, or private parties; then the availability of sufficient snow removal equipment to prevent conflict with requirements for Charlestown Township must be demonstrated.
- (2) **Road Maintenance and Clean Up:** (Approximately 25 miles of Township Roads) Paving, Patching, and Sealing, Road Sweeping; Drain and Culvert Cleaning and Maintenance, Road Shoulder Ditching; Traffic and Road Sign Installation, Replacement and Repair, and Debris Clearing. All materials and equipment used and work performed shall meet the specifications of the Township and the Pennsylvania Department of Transportation and the requirements of PennDOT Form 408 and other applicable PennDOT Bulletins & Letters. Required service response is within one week from notification by Township or within two hours of notification for emergencies (i.e., downed trees or other objects blocking roadway, flooding, sinkholes, etc.)
- (3) **The Township Roadmaster** will have the primary responsibility for scheduling equipment rental and labor and ordering material to perform related road work in the Township. Secondary responsibility will be with the Township Administrator. Successful bidder shall provide phone numbers, pager numbers, etc. that will be monitored and responded to 24 hours a day year round for coordinating snow & ice removal and emergency road clearing.
- (4) The contractor will not charge for travel time to the job site.

GENERAL CONDITIONS & BID INFORMATION

- (1) Proposal must include all equipment listed. A qualified operator must be provided to operate all equipment. The bidder is responsible for the availability of all equipment, whether owned or sub-let, to meet the statement of work.
- (2) The bid must be accompanied by a certified check or bid bond payable to "Charlestown Township" in the amount of \$1,000.00, on form satisfactory to the Township, which shall be retained by the Township as liquidated damages if the successful bidder fails to execute a contract within 20 days of notice, and provide a performance bond and payment bond in a form satisfactory to the Township as required.
- (3) The Bid must also be accompanied by a Certificate of Insurance in such form as is satisfactory to the Township, including:
 - a. Workers' Compensation Insurance that complies with the Workers' Compensation laws of Pennsylvania;
 - b. Automobile Liability Insurance with minimum limits of \$500,000.00 combined single limit bodily injury and/or property damage;
 - c. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00;
 - d. Umbrella Liability Insurance in an amount not less than \$2,000,000.00; and,
 - e. Such other insurance as may be reasonably required by the Township.
 - f. All employees of contractors and subcontractors must have qualified working papers.

The successful bidder shall include Charlestown Township as an additional insured on all insurance certificates.

- (4) The Board of Supervisors reserves the right, in its sole discretion, to reject any or all bids, to accept or reject any part of any bid and to waive any informalities in any bid as is deemed in the best interest of the Township.
- (5) Contract period will be for twelve months. Equipment and labor must be provided by the principal contractor who has received the bid award. Ultimate liability and responsibility for insurance, workman's compensation and job performance lies with the contractor who is awarded the contract. If the principal contractor intends to use a sub-contractor for any portion of the contract then such sub-contractor must be named in the bid document. If, after award of the contract, a sub-contractor is proposed by the principal contractor, the sub-contractor is subject to the approval of the Township.
- (6) The following Hold Harmless/Indemnity clause is favor of the Township shall be included in the contract:

The CONTRACTOR for itself, its personal representatives, successors, and assigns (hereinafter, "Indemnitor") does hereby covenant and agree with Charlestown Township, its Supervisors and employees, (hereinafter "Indemnitee") as follows: (1) To forever fully protect, defend and save the Indemnitee harmless from and against any and all claims, loss, costs, damages, attorney's fees, experts' fees, consultants' fees, and expenses of every kind and nature, for personal injury or property damage, which Indemnitee may suffer, incur by reason of, or in consequence of, equipment and materials supplied and work performed by Indemnitor or any of his subcontractors under this Contract, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereinafter arising or which may be claimed to exist under, or growing out of the Contract, (2) To provide for the defense, at its own expense, on behalf of and for the protection of Indemnitee against loss or damage in all litigation consisting of actions or proceedings based on any items referred to above which may be asserted or attempted to be asserted, against or in respect to the items referred to above, or any part thereof, or any interest therein related to this contract. Nothing herein may be construed to limit the right of the Indemnitee to defend any action against Indemnitor if it so elects, with all costs and expenses thereof borne by Indemnitor.

- (7) To be eligible to sell products to the Township, the successful bidder must certify that it does not discriminate

against the handicapped in its employment practices. In addition, any vendor who uses vehicles to fulfill a contract with the Township must comply with the Federal Drug and Alcohol testing requirements related to CDL employees.

- (8) Bidder must submit proposal on PennDOT forms provided by Township. Bidder must also submit completed Statement of Bidder Qualifications and Experience forms provided by Township. PennDOT certification is required, and bidders must document five years experience with work similar to that required by this specification. Clearly identify on the proposal form or attached addendum exceptions taken to general conditions or specifications of the Bid Notice.
- (9) The Board of Supervisors has authorized the Township to participate in purchase contracts of the Pennsylvania Department of Property and Supplies. Any savings in costs which may result from this participation will take precedence over Township contracts.
- (10) All equipment and labor or work in the Township will be scheduled by either written or verbal orders from the Township with confirmation in writing. Failure to deliver shall enable the Township to receive equipment and labor from other vendors without recourse from successful bidders. The rental of equipment and labor from other vendors shall not limit the Township's ability to exercise its rights under contracts with successful bidders, including but not limited to exercise of the performance bond. Routine work schedules will be confirmed in writing with written work orders by the Township. The maximum equipment and labor time with the Township will be obligated to rent under contract is the actual time scheduled, provided, and accepted. Hours listed in the bid specification or proposal are merely for the comparison of bids. Township may require more or fewer hours at the bid rates without any additional cost or expense in unit rates or otherwise.
- (11) When the bid is for more than one item, the Township reserves the right to award separate contracts for each item or combined items under a single contract or to reject any or all bids if deemed in the best interest of the Township. The Township also reserves the right to award separate contracts for each item for separate periods to ensure availability for the entire contract period.
- (12) Requests for estimates: On any project, where the Township Roadmaster shall require, the Contractor shall supply an estimate in writing, in the form and detail required by the Roadmaster, of project time, cost, and resources required, and, once the estimate is agreed upon by the Contractor and Roadmaster, Contractor shall aggressively manage the project against that estimate.
- (13) The Contractor shall not perform work, or provide services to, individuals in conjunction with Township scheduled projects (such as paving driveways while paving Township roads), but must make separate arrangements on a day preceding or following the Township's scheduled work.
- (14) If ownership of Contractor changes at any time during the bid process or completion of the Contract, the Township reserves the right to re-bid the Contract or re-negotiate the Contract.
- (15) Contractor will submit monthly invoices at least five days before the Supervisors' business meeting with a payment period of Net 30. In addition to the number of hours per equipment item or person, invoices are to include details on what work was performed and where it was performed.
- (16) Any damage to Township or private property will be repaired or replaced at the sole expense of the contractor for both material and labor at the direction and satisfaction of the Roadmaster.
- (17) The Bidder acknowledges that this bid is for a public works contract and Bidder is therefore subject to the provisions, duties, obligations and penalties of the Public Works Employment Verification Act, 43 P.S. 167.1-167.11. Bids must be accompanied by the Public Works Employment Verification Form on behalf of itself to Charlestown Township prior to the closing of bids. The Form and relevant information can be found on the Department of General Services website at www.dgs.state.pa.us

BID BOND

Attachment #1

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL, and

_____, as SURETY are held and firmly bound unto CHARLESTOWN TOWNSHIP, in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated _____, 2019 for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with Charlestown Township in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the vent of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay Charlestown Township the difference between the amount specified in said bid and the amount for which Charlestown Township may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2019 the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____ (SEAL)

(Individual Principal)

_____ (SEAL)

(Individual Principal - Business Address, including ZIP code)

_____ (SEAL)

(Partnership)

_____ (SEAL)

(Partnership - Business Address, including ZIP code)

Attest:

By: _____

(Corporate Principal)

(Business Address, including ZIP code)

By: _____ (Affix Corporate Seal)

Attest:

(Corporate Surety)

By: _____ (Affix Corporate Seal)

Countersigned

by _____ 1

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,

Secretary of the Corporation named as Principal in the within bond; that _____,

who signed the said bond on behalf of the Principal was then _____

of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

_____ (Corporate Seal)

Title _____

1 Power of Attorney for person signing for surety company must be attached to bond.

(reproduce locally) (With Corporate Surety)

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____, as principal, and _____, as Sureties are held and firmly bound unto Charlestown Township, its certain attorney, successors, or assigns, (Hereinafter called the Obligee) in the full and just sum of _____ Dollars (\$ _____) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, SAID PRINCIPAL HAS ENTERED INTO A CERTAIN CONTRACT WITH SAID OBLIGEE,

DATED _____, 2019 (Hereinafter called the Contract) for _____ which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein:

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the contract on his part as of the time and in the manner therein provided and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damages to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Obligee from any and all costs and damage which the said Obligee may suffer by reason of the principal's failure to do so; and shall fully reimburse and repay the said Obligee any and all outlay and expense which it may incur by reason of any such default, then this obligation shall be null and void, otherwise it shall remain in full force and virtue.

It is further understood and agreed that the principal shall guarantee for a period of one (1) year from completion date of the contractor against defects in workmanship or materials in accordance with the terms of the contract.

The said surety for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on the bond, and it does hereby waive notice of any such change, extension, of time, alternation or addition to the terms of the Contract or to the work or to the Specifications.

Signed, Sealed and Delivered in _____ original counterparts this _____, 2019.

(Individual Principals Sign here)

_____ (Seal)

In the presence of:

_____ (Seal)

_____ (Seal)

(Corporate Principal Sign Here)

By _____

ATTEST:

(Surety Sign Here)

THE RATE OF PREMIUM CHARGED IS \$ _____ PER THOUSAND.

THE TOTAL AMOUNT OF PREMIUM CHARGED IS \$ _____ (THE ABOVE MUST BE FILLED IN BY THE CORPORATE SURETY).

KNOW ALL MEN BY THESE PRESENTS, that we, _____

of _____, as PRINCIPAL and _____

a corporation incorporated under the laws of the State of _____ as SURETY, are held and

firmly bond unto the _____, in the full and just sum of _____

(\$ _____) dollars, lawful money of the United States of America, to be paid to the said _____

_____ or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality, hereinafter called Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of:

for approximately the sum of _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and become component parts of the work and for rental of the equipment used and services rendered by public utilities in, or in connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

THE PRINCIPAL AND SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has not been paid in full therefore, may sue in assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act. No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alternations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alternation, extension, or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this _____ day of _____, 2019.

WITNESS:

PLACE
SEAL
HERE

TITLE

CONTRACTOR

by: _____
TITLE:

WITNESS:

PLACE
SEAL
HERE

TITLE

SURETY

by: _____
TITLE:

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'' COMPENSATION ACT

State of _____ }

}

}

}

County of _____ }

_____, being duly sworn according to law deposes and says that they have
he has
it has

accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of

_____ has his
Pennsylvania, with its supplements and amendments and have insured their liability thereunder
it

in accordance with the terms of said Act with _____.
(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY _____
SIGNATURE

Sworn and subscribed before me this _____ day of _____ A.D. 2019.

My commission expires _____
(DATE)

STATEMENT OF BIDDER QUALIFICATIONS & EXPERIENCE

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached pages. If bidder desires, any additional information may be submitted.

- 1. Name of Bidder _____
- 2. Address: _____

- 3. Location of bidder's base of operations from which Equipment, operators, and labor will be provided to Charlestown Township: _____

- 4. Type of Business: Sole Proprietor _____ Partnership _____ Corporation _____
- 5. Names of owners, partners, and principal officers: _____

- 6. If a Corporation, where incorporated? _____
- 7. When organized? _____
- 8. Does the bidder hold a current state certification for bidding PennDOT contracts? _____ If yes, please provide copy of pre-qualification certificate.
- 9. How long has bidder been engaged in road construction, road maintenance, snow plowing or similar activities under present business or trade name? _____
previous business or trade name (give previous name) _____
- 10. Contracts on hand covering same period as this proposal: _____

- 11. General character of work performed by your company _____

12. Has bidder failed to complete any work previously awarded? _____ If yes, when, where and why? _____
13. Has bidder ever defaulted on a contract? _____ If yes, when, where and why? _____

14. List as references significant contracts recently completed _____

15. Experience similar in scope and importance to this bid _____

16. List bank reference and address: _____

17. Does the Bidder have a policy concerning the replacement of curbs and mailboxes destroyed or damaged during Snow removal and/or other work performed under contract? If so, what is Bidder's policy?

18. Has any previous contract between Bidder or a related company or entity and Township been terminated by the Township? If yes, the Bidder is disqualified from bidding on the contract subject of this Request for Bids.
19. Is Bidder, or any of the partners, officers or principals of the Bidder if the Bidder is a partnership or corporation, a close relative of any Township elected official, officer or employee? ("Close relative" means, mother, father, grandmother, grandfather, son, daughter, sister or brother). If yes, the Bidder is disqualified from bidding on the contract subject of this Request for Bids.
20. Has bidder been the defendant or plaintiff in any litigation or arbitration within the past 3 years? If so, provide details of each instance on separate paper. _____.
21. The Undersigned hereby authorizes and requests any person, agency, firm, or corporation to furnish information requested by Charlestown Township in verification of the recitals comprising this Statement of Bidder's Qualifications and Experience.

Dated this _____ day of _____ 2019

name of bidder's organization

By: _____

State of _____ }

} **SS**

County of _____ }

_____ being duly sworn, deposes and says that

he (or she) is _____ of

_____ and

name of bidder's organization

that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of

_____ 2019.

Notary Public

My Commission expires _____

MS-970 (10-83)
Reproduce Locally

**EQUIPMENT RENTAL
PROPOSAL AND
CONTRACT
(WHEN EXECUTED)**

**(THIS PROPOSAL INCLUDES
INSTRUCTIONS TO BIDDERS)**

A. DEPOSITS OF PROPOSALS (To be completed by the MUNICIPALITY before proposals are distributed.)

All envelopes containing Bid Proposals shall be clearly marked "Bid Proposal for Equipment"
Leasing Opening of MARCH 4, 2019
(DATE)

Charlestown Township
MUNICIPALITY (NAME AND TYPE)
Linda M. Csete
SECRETARY

Sealed Proposals will be received on or before
12:00 Noon on the above date.
(TIME)

P.O. Box 507, Devault, PA 19432
ADDRESS

Proposals will be opened and read at approximately
7:00 P.M. on the above date.
(TIME)

PROPOSALS MUST BE MAILED TO THE ABOVE
ADDRESS OR OTHERWISE DELIVERED TO THE
CHARLESTOWN TOWNSHIP OFFICE, 4030
WHITEHORSE ROAD, DEVAULT, PA.

B. NAME OF CONTRACTOR (To be completed by the Bidder.)

Proposal of

(NAME OF CONTRACTOR)

(ADDRESS)

C. SPECIFICATIONS (To be completed by the MUNICIPALITY before proposals are distributed)

The contractor hereby proposes and agrees:

1. To provide on a rental basis equipment described in the attached Schedule of Equipment on an as needed basis, where directed, within the geographic area described in the Schedule of Equipment for a period beginning April 1, 2019 and ending on Mar. 31, 2019.
2. To maintain this equipment in good mechanical and operating condition and to make all repairs and/or replacements at the CONTRACTOR'S expense.
3. The equipment described in the Schedule of Equipment shall be provided to the MUNICIPALITY upon one (1) week oral notice for all its operations, except snow removal or emergency operations, for which purpose the equipment will be provided within two (2) hours of oral notification.
4. To furnish all fuel, anti-freeze, operator(s) and necessary operating attachments.
5. The CONTRACTOR shall permit the MUNICIPALITY to review all records relating to labor and equipment utilized under the terms of this agreement.
6. The CONTRACTOR shall provide adequate insurance coverage in the form of Property Damage and Bodily Injury Insurance. If required by the MUNICIPALITY, evidence of such coverage, in the form of a certificate of a qualified insurance company, must be provided when the CONTRACTOR is notified by MUNICIPALITY that his bid has been accepted.

7. The CONTRACTOR is responsible for all costs incurred in the delivery and return of the equipment.
8. When accepted by the MUNICIPALITY, this proposal will constitute a contract binding on the CONTRACTOR, their executors, administrators, successors or assignees.
9. Accompanying this proposal is a certified check or bid bond payable to the MUNICIPALITY in the amount of \$1,000.00, as a proposal guarantee which, it is understood, will be forfeited in the event the CONTRACTOR is awarded the contract and fails to provide the necessary performance bond, as required in Paragraph 10.
10. The successful bidder, shall, within ten (10) days of the award of the contract, submit a guarantee of performance of the terms of the contract in the form of a bond or certified check payable to the MUNICIPALITY in the amount of the bid. A Performance Bond shall be on the attached form (MS-970) or its equivalent. If a certified check is submitted, it will be forfeited to the MUNICIPALITY to cover any added costs to the MUNICIPALITY in the event it determines by written notice to the CONTRACTOR that any equipment was not available when needed or that its performance was unsatisfactory.
11. The terms & conditions of the 'Charlestown Township Notice-Public Bids' and 'Bid Specifications' are hereby incorporated by reference as if fully set forth at length.
12. Contractor for itself, its personal representatives, successors, and assigns (hereinafter, "Indemnitor") does hereby covenant and agree with Charlestown Township, its Supervisors and employees, (hereinafter "Indemnitee") as follows: (1) To forever fully protect, defend and save the Indemnitee harmless from and against any and all claims, loss, costs, damages, attorney's fees, experts' fees, consultants' fees, and expenses of every kind and nature, for personal injury or property damage, which Indemnitee may suffer, incur by reason of, or in consequence of, equipment and materials supplied and work performed by Indemnitor or any of his subcontractors under this Contract, or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereinafter arising or which may be claimed to exist under, or growing out of the Contract, (2) To provide for the defense, at its own expense, on behalf of and for the protection of Indemnitee against loss or damage in all litigation consisting of actions or proceedings based on any items referred to above which may be asserted or attempted to be asserted, against or in respect to the items referred to above, or any part thereof, or any interest therein related to this contract. Nothing herein may be construed to limit the right of the Indemnitee to defend any action against Indemnitee if it so elects, with all costs and expenses thereof borne by Indemnitor.
13. Contractor shall include in its contracts with its subcontractors notification of the applicability of the Public Works Employment Verification Act.

D. CERTIFICATION (To be completed by the Bidder)

1. The only person(s) having an interest in this proposal, including owners of equipment leased by the CONTRACTOR, is (are):

NAME)	(ADDRESS)
NAME)	(ADDRESS)
NAME)	(ADDRESS)

2. None of the above persons are employees of the MUNICIPALITY.
3. The CONTRACTOR has provided Workman's Compensation Insurance for the operators of his equipment to be provided under the terms of this contract. (Where required by Law.)
4. The CONTRACTOR will comply with all the requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled and, when required by law, not less than the applicable prevailing wage.
5. All equipment bid on is of a size and/or capacity at least as great as indicated in Col. C. of the Schedule of Equipment.

WITNESSED OR ATTESTED BY:

<p>_____</p> <p>TITLE:</p> <p>(SEAL)</p>	<p>_____</p> <p>by: _____</p> <p>TITLE:</p> <p>(SEAL)</p>
--	---

E. ACCEPTANCE. (To be completed by appropriate Municipal Officer only in the event the above proposal is accepted.)

ACCEPTED ON (DATE) _____

ATTESTED BY:

<p>_____</p> <p>TITLE:</p> <p>(SEAL)</p>	<p>_____</p> <p>by: _____</p> <p>TITLE:</p> <p>(SEAL)</p>
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CHARLESTOWN TOWNSHIP 2019-2020 BIDDER: _____

A. TO BE FILLED IN BY MUNICIPALITY BEFORE PROPOSALS ARE DISTRIBUTED			B. TO BE FILLED IN BY BIDDER			
BID ITEM	C. DESCRIPTION OF EQUIPMENT (with Operator unless specified with an *) INCLUDING SIZE AND/OR CAPACITY	D. YEARLY ESTIMATED HOURS OF USE	E. MODEL OR SERIES ID	F. YEAR MFG.	G. HOURLY RATE BID	H. YEARLY ESTIMATED TOTAL
1	Skilled Labor	150				
	Common Labor	400				
2	Triaxle Dump Truck, 24 Tons (73,280 GVW)	40				
3	Tandem Axle Dump Truck, 20 tons (53,000 GVW)	80				
	* - Set of Chains & 10 foot snow plow for 20 ton truck	20				
	* - 5 1/2 cubic yard Hopper cinder spreader (with 18 horsepower engine driven hydraulic operation & remote control in cab) or Equal	20				
4	Dump Truck, Ten Tons (33,000 GVW)	50				
	* - Set of Chains & 10 foot snow plow for 10 ton truck	20				
	* - 3 1/2 cubic yard Hopper cinder spreader (with 18 horsepower engine driven hydraulic operation & remote control in cab) or Equal	20				
	Dump Truck, Ten Tons (33,000 GVW)	50				
	* - Set of Chains & 10 foot snow plow for 10 ton truck	20				
	* - 3 1/2 cubic yard Hopper cinder spreader (with 18 horsepower engine driven hydraulic operation & remote control in cab) or Equal	20				
	Dump Truck, Ten Tons (33,000 GVW)	50				
	* - Set of Chains & 10 foot snow plow for 10 ton truck	20				
	* - 3 1/2 cubic yard Hopper cinder spreader (with 18 horsepower engine driven hydraulic operation & remote control in cab) or Equal	20				

Subtotal this page 1 of 3 \$ _____

Yearly Grand Total: \$ _____

I certify that the equipment described above will be made available to the MUNICIPALITY and meet all terms described in the agreement to which this schedule is attached.

CONTRACTOR
(Signature)

CHARLESTOWN TOWNSHIP 2019-2020 BIDDER: _____

A. TO BE FILLED IN BY MUNICIPALITY BEFORE PROPOSALS ARE DISTRIBUTED			B. TO BE FILLED IN BY BIDDER			
BID ITEM	C. DESCRIPTION OF EQUIPMENT (with Operator unless specified with an *) INCLUDING SIZE AND/OR CAPACITY	D. YEARLY ESTIMATED HOURS OF USE	E. MODEL OR SERIES ID	F. YEAR MFG.	G. HOURLY RATE BID	H. YEARLY ESTIMATED TOTAL
5	Dump Truck, One Ton (10,000 GVW)	80				
	* - Set of chains & 8 foot snow plow	20				
	* - Hopper cinder spreader (with engine driven hydraulic operation and remote control in cab) or Equal	20				
6	* Tandem Axle Trailer	10				
7	Pick-up Truck with Tools 1/2 Ton	100				
8	PennDOT approved Bituminous Paver, 8 to 12 feet screed operator and screed person included - or Equal	80				
9	PennDot Approved Power Box (small self propelled asphalt paver)	10				
10	Back Hoe/Loader, Four Wheel Drive with 1.25 Cubic Yard Bucket or Equal	100				
11	Rubber Tire Loader, Four Wheel Drive with 2.5 cu yd Bucket or Equal	100				
12	PennDOT approved Vibratory Roller 10 to 12 Ton Tandem	20				
13	PennDOT approved Vibratory Roller 5 to 8 Ton Tandem	20				
14	Air Compressor 125 CPM and associated tools (jack hammer, etc.)	10				
15	Tar Pot, heated, with sprayer and hose, or Equal	10				
16	Water Tank Truck, 1,000 gallons or Equal	10				

Subtotal this page 2 of 3 \$ _____

Yearly Grand Total: \$ _____

I certify that the equipment described above will be made available to the MUNICIPALITY and meet all terms described in the agreement to which this schedule is attached.

(Signature)

CONTRACTOR

CHARLESTOWN TOWNSHIP 2019-2020 BIDDER: _____

A. TO BE FILLED IN BY MUNICIPALITY BEFORE PROPOSALS ARE DISTRIBUTED			B. TO BE FILLED IN BY BIDDER			
BID ITEM	C. DESCRIPTION OF EQUIPMENT (with Operator unless specified with an *) INCLUDING SIZE AND/OR CAPACITY	D. YEARLY ESTIMATED HOURS OF USE	E. MODEL OR SERIES ID	F. YEAR MFG.	G. HOURLY RATE BID	H. YEARLY ESTIMATED TOTAL
17	Sealer/Tack Coat Spray Truck, or Equal	10				
18	Bituminous Curb Builder	10				
19	* Acetylene Torch Set on wheeled cart	10				
20	* Vibratory Plate Tamper	10				
21	* Three Wheel Blower	10				
22	* Chain Saw - 18 inch or Equal	10				
23	* Powered cut-off Saw	10				
24	Mill Head, Broom & Grapple	10				
25	Vacuum/Mechanical Road Sweeper (Tyco 600 or equivalent)	10				
26	Brine Tank(s) greater than 750 gallons in total with distributor	10				

Subtotal this page 3 of 3 \$ _____

Yearly Grand Total: \$ _____

I certify that the equipment described above will be made available to the MUNICIPALITY and meet all terms described in the agreement to which this schedule is attached.

(Signature) CONTRACTOR