

Pottsgrove School District Snow Plowing Services

Pottsgrove School District
Montgomery County, Pennsylvania
Quote # 12-103

Business Administrator
Mr. David Nester, CPA
610.327.2277 x1004

Facilities Director
Mr. Michael Katzenmoyer, CFM, CEA
610.327.2277 x1005
mkatzenmoyer@pgsd.org



Pottsgrove School District, 1301 Kauffman Road, Pottstown Pa. 19464

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

**NOTICE FOR
QUOTES REQUESTED**

The Pottsgrove School District, Business Office, 1301 Kauffman Road, Pottstown, PA 19464-2398 will receive quotes for Facilities Department Snow Plowing Services: 3-Year Proposal for the 2011-12, 2012-13 and 2013-14 school years at 2:00 p.m. on Thursday, October 20, 2011. At this time and place, all quotes will be publicly opened.

Prospective bidders may obtain Contract Documents in electronic format (PDF) for the described bid on the Pottsgrove School District website, www.pgsd.org, District tab, Vendor Bids from October 12, 2011 through October 20, 2011. Requests are also available at Pottsgrove School District Administrative Offices (610) 327-2277 Ext. 1035.

POTTSGROVE SCHOOL DISTRICT
David L. Nester, CPA
Business Administrator

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

QUOTE INSTRUCTIONS

QUOTE NO.: 12-103 Snow Plowing Services: 3-Year Proposal
QUOTE DUE: Thursday, October 20, 2011 at 2:00 p.m.

INSTRUCTIONS TO BIDDERS:

Proposals must be submitted on forms included in the Bidding Documents and must be accompanied by Bid Security, if applicable and Non-Collusion Affidavit in accordance with the Instructions to Bidders. The completed original should be forwarded to the School District with your bid. The bidder should retain a copy.

Competency and responsibility of the bidder, including ability to complete the Contract within the time specified, will be considered in making the award. The School District reserves the right to reject any and all bids; to accept or reject any item or groups of items; to decrease the number of units purchased for each item by 10%, with no increase to the unit price bid; and, to waive technicalities or informalities for its best interest. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. All prices submitted in the bid may not be altered or changed and the School District shall have up to 90 days from the bid opening to award a Contract at the prices submitted in the bid.

Brand or product names, numbers, etc., used in these specifications are to present a minimum standard of quality acceptable to the School District. Every bid must be equal to the item specified or an "approved equal." Alternate bids must be accompanied with complete descriptive literature.

It is required that vendors bid on all items.

Upon authorization of the Board of Directors, a letter of approval and purchase order will be issued to the awarded bidder. This communication will serve as the award of contract to release supplies for shipment. Delivery of supplies must be completed within 45 days from award of contract.

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

BONDING INFORMATION

PERFORMANCE BOND:

The successful bidder, for all contracts of \$10,000 or more, shall, within 10 days after receipt of the intention to accept his proposal, furnish the School District with a performance bond in a sum equal to 100% of the award.

NON-COLLUSION AFFIDAVIT INSTRUCTIONS:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to Section 4507 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 4507, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion 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 of persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In 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 may result in disqualification of the bid.
7. A bidder's statement that it has been convicted or found liable for any act prohibited by Federal or State Law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract within the last three (3) years does not prohibit a government agency from accepting a bid from or awarding a contract to that bidder, but it may be grounds for administrative suspension or debarment in the discretion of the government agency under the rules and regulations of that agency or, in the case of a government agency with no administrative suspension or debarment regulations or procedures, may be grounds for consideration on the question of whether the agency should decline to award a contract to that person on the basis of lack of responsibility.

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

QUOTE CONDITIONS

1. Quotes will be received on the date and at the time called for in the Invitation to Bid, at the offices of the Business Manager, District Office, Pottsgrove School District, 1301 Kauffman Road, Pottstown, PA 19464-2398.
2. All quotes shall be submitted in sealed envelopes marked as follows:

FROM: (Name of Bidder)
(Address of Bidder)

Mr. Dave Nester, CPA
Business Manager
Pottsgrove School District
1301 Kauffman Road
Pottstown, PA 19464-2398

SEALED PROPOSAL

FOR: Snow Plowing Services: 3-Year Proposal
BID #: 12-103
DATE: Thursday, October 20, 2011 at 2:00 p.m.

3. Quotes must be typewritten or written with ink and must be signed by the bidder on the enclosed form.
4. Changes, alterations, or interlineations in the Quote are not permitted. Where the invitation for quotes describes or specifies a particular article, alternate quotes covering articles equal in all respects are permitted, unless otherwise stated. Where an invitation specifies an article by name and the bidder intends to furnish an alternate, which he considers equal thereto, the bidder must indicate the exact manufacturer's name, model and number and other pertinent data, and also supply complete descriptive literature.
5. The singular as used herein, shall include the plural: the masculine shall include the feminine and neuter "articles" as used herein shall include supplies, materials and equipment and all incidental work and labor if the same is contemplated in these specifications. Where the term "the owner" is used, it shall be taken to mean the Board of School Directors of the Pottsgrove School District or its authorized representative. The term "furnish" shall mean to furnish at the destination herein called for.

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

6. QUOTE FIGURES

- (A) Quotes shall show both unit and total prices. Should figures be irreconcilable, the lowest price to the owner shall govern and awards will be made on this basis. It is mutually understood and agreed by and between the owner and the bidder that the owner may make its award for one or for more than one of the articles set forth in these specifications.
- (B) Quote figures shall include permit fees, inspection fees, and all charges including delivery into the destination called for at the time of submission of quote. They shall also include all discounts other than the cash discount. The owner will furnish tax exemption certificates in cases where federal taxes and state taxes would otherwise be collectible.
- (C) Quote figures shall include alternate deduct prices for the listed classrooms. Pottsgrove School District reserves the right to deduct any or all alternate deduct classrooms from the total amount.

7. STANDARD OF QUALITY

Where a specific item or material is identified by a manufacturer's name or catalog number, it is given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe a material or product as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality will not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal," they shall be subject to equals only as approved by the owner or their appointed agents.

Where a size of an item is indicated, such sizes are approximate unless the item is required to fit into a specific space, this will be so indicated in the specifications.

8. SAMPLES

If samples are requested in the specifications, they must be submitted on or before the time of the bid, and are to be delivered to the Pottsgrove District Office, 1301 Kauffman Road, Pottstown, PA 19464-2398, in order to ensure consideration of said items. These samples shall be plainly marked with the name of the product as well as that of the bidder. After the awards are made, all samples will be returned to unsuccessful bidders where called for. In the case of successful bidders, those samples will be retained until final delivery of these items is made.

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

9. DELIVERY

Delivery shall be made at the destination called for within the time indicated on the bid, unless otherwise specified or agreed to by both the buyer and seller. All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday, inclusive. No Saturday deliveries will be accepted.

- (A) The bidder agrees if awarded the contract, to furnish and deliver said articles at such times, at such places, and in such quantities as herein specified, and that all of the articles shall be subject to the inspection and approval of the said owner. In the event that any of the said articles shall be rejected as unsuitable or not in conformity with these specifications, such articles shall at once be removed and other articles of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.
- (B) In the event that the successful bidder shall neglect or refuse to furnish and deliver said articles or any part thereof as provided in these specifications or to replace any which are rejected as stated in the preceding paragraph, then in such an event, the owner is authorized and empowered to purchase articles in conformity with this contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by the owner.
- (C) The bidder agrees that if the contract is awarded to him, he will not assign, transfer, or sublet it, unless specific permission to do so is granted in writing by the owner.
- (D) The bidder agrees that if the contract is awarded to him, he will not assign in whole or in part any rights or privileges which may accrue to him under the terms of the contract of any money which may become due to him there under.
- (E) All furniture is to be delivered into the designated site in assembled form. If it is necessary to ship in a knock down form, the bidder must assemble at the designated site.
- (F) Where shipments are made to the nearest railroad freight station, it is the responsibility of the bidder to make arrangements for pick-up and delivery to the site of the school.
- (G) The bidder is instructed to contact the designated receiving site before making shipment, in the event construction of the building makes it necessary to postpone receiving shipment until a later date, or delivery to an alternate location within the School District boundaries.

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

- (H) It is the responsibility of the successful bidder to remove all packaging materials from the indicated locations. All equipment will be assembled and tested where necessary at the specified location. All expenses in this will be borne entirely by the bidder.

10. BIDDER'S NOTE

- (A) Failure to comply with the foregoing instructions may result in rejection of the entire bid.
- (B) Bids form must be fully completed. One copy should be forwarded to the School District with your bid with a duplicate retained by the bidder.

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

QUOTE FORM

QUOTE NO.: 12-103 Snow Plowing Services: 3-year Proposal

QUOTES DUE: Thursday, October 20, 2011

TO: POTTSGROVE SCHOOL DISTRICT

This proposal is subject to all terms of the specifications. Having carefully examined the instructions to bidders, the specifications and contract requirements, the undersigned herein agrees to furnish all materials, perform all labor, and do all else necessary to complete the contract for the supplies named.

The undersigned understands and agrees that the Pottsgrove School District has the right to make any decision, which serves the best interests of the School District.

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check, Bid Bond, or Irrevocable Letter of Credit required by the Bid Instructions, which is deposited as a Proposal guarantee, and is to be retained by you and applied as provided in the Bid Instructions, in case the undersigned shall default in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified.

The undersigned hereby certifies that: this Proposal is genuine and not sham or collusive or made in the interest of or in behalf of any person, firm or corporation not herein named; and, that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding; and, that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other bidder.

DATE _____ BIDDER'S NAME AND ADDRESS:

BIDDER'S CONTACT INFORMATION:

() _____ PHONE

() _____ FAX

_____ E-MAIL

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for ninety (90) days after the date set for bid opening.

Signature of Individual _____

Printed Name of Individual Above _____

Title of Individual Whose Signature Is Above _____

Doing Business As _____

Date _____

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

**SPECIFICATIONS
12-103 SNOW PLOWING SERVICES: 3-Year Proposal**

GENERAL SPECIFICATIONS

Snow plowing will be performed at the following school locations within the Pottsgrove School District as follows:

Pottsgrove Administration Office	1301 Kauffman Road Pottstown, PA 19464-2398
Pottsgrove High School	1345 Kauffman Road Pottstown, PA 19464-2398
Pottsgrove Middle School	1351 North Hanover Street Pottstown, PA 19464-8243

Upon request, the Director of Facilities will meet with the approved bidder at each location to discuss specific snow plowing protocol.

Designated areas to be plowed: all roadways, driveways, playgrounds, and parking lots.

Contractor must coordinate with the Director of Facilities to determine the beginning of snow removal.

All designated areas must be cleared by the scheduled opening time of the schools. Contractor shall coordinate with the Director of Facilities for school delays and closings.

Contractor must be on the job within 2 hours of any request to commence snowplowing activities.

During the snow season, the contractor shall be on call 24 hours per day.

Contractor shall be responsible for any damage caused by his employees, subcontractors and all other persons performing any of the work under the contract.

Contractor shall be responsible for any damage to school property (trees, parking lot bumpers, grass area, light poles, curbing and sidewalk, drain covers and man holes, etc.). The School District shall have the option to perform the necessary repair and back charge the contractor for the expense.

The contractor shall purchase and maintain throughout the period of the contract the insurance listed below, and shall provide evidence of such by submitting certificates of insurance to the School District within 10 days of contract award.

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

I. WORKERS' COMPENSATION

- A. Statutory Coverage
- B. Employers Liability- 100/500/100
- C. Coverage to include all employees of contractor and/or any subcontractors.

II. COMMERCIAL GENERAL LIABILITY (Including Premises and Operations, Independent Contractors, Products and Completed Operations)

- \$ 1,000,000 Each Occurrence
- \$ 1,000,000 General Aggregate
- \$ 1,000,000 Product/Completed Operations Aggregate
- \$ 1,000,000 Personal Injury
- \$ 50,000 Fire Liability
- \$ 5,000 Medical Payment

Pottsgrove School District to be named as an additional insured.

III. AUTOMOBILE

- A. \$1,000,000 Combined Single Limit for bodily injury and property damage.
- B. Coverage to include owned, hired and non-owned autos.
- C. Conditions are as follows:
 - 1. All certificates to contain a 60-day notice of cancellation.
 - 2. The contractor shall obtain and furnish the School District certificates for any subcontractors subject to above terms and conditions.
 - 3. General Liability policy shall contain a Per Job Location Aggregate.
 - 4. All insurance policies and/or bonds will be written with insurance companies licensed to do business in the Commonwealth of Pennsylvania and subject to the approval of the School District.

QUESTIONS

All questions should be addressed to:

Michael Katzenmoyer, CFM, CEA
Director of Facilities
Pottsgrove School District
1301 Kauffman Road
Pottstown, PA 19464-2398
Phone: 610-327-2277
Fax: 610-327-2530

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

FEE SCHEDULE FOR THE 2011/2012 SCHOOL YEAR

- 4 X 4 PICK-UP TRUCK \$ _____ PER HOUR
- 10 TON TRUCK WITH 10 FOOT BLADE \$ _____ PER HOUR
- HEAVY EQUIPMENT, FRONT LOADER \$ _____ PER HOUR
- FRONT LOADER/BACKHOE \$ _____ PER HOUR
- SKID LOADER \$ _____ PER HOUR
- OTHER EQUIPMENT, SPECIFY BELOW: \$ _____ PER HOUR

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

FEE SCHEDULE FOR THE 2012/2013 SCHOOL YEAR

- 4 X 4 PICK-UP TRUCK \$_____ PER HOUR
- 10 TON TRUCK WITH 10 FOOT BLADE \$_____ PER HOUR
- HEAVY EQUIPMENT, FRONT LOADER \$_____ PER HOUR
- FRONT LOADER/BACKHOE \$_____ PER HOUR
- SKID LOADER \$_____ PER HOUR
- OTHER EQUIPMENT, SPECIFY BELOW: \$_____ PER HOUR

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

FEE SCHEDULE FOR THE 2013/2014 SCHOOL YEAR

- 4 X 4 PICK-UP TRUCK \$ _____ PER HOUR
- 10 TON TRUCK WITH 10 FOOT BLADE \$ _____ PER HOUR
- HEAVY EQUIPMENT, FRONT LOADER \$ _____ PER HOUR
- FRONT LOADER/BACKHOE \$ _____ PER HOUR
- SKID LOADER \$ _____ PER HOUR
- OTHER EQUIPMENT, SPECIFY BELOW: \$ _____ PER HOUR

**POTTSGROVE SCHOOL DISTRICT
1301 KAUFFMAN ROAD
POTTSTOWN, PENNSYLVANIA 19464-2398**

I state that _____ understands
(Name of My Firm)

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

(Name)

(Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY

OF _____, 2011

Notary Public

My Commission Expires