

PennBid™ provides the information below as a way to assist Municipalities and Authorities. Feel free to use as templates for your solicitations. It is recommended that your solicitor review all material prior to inclusion within your RFP or RFQ.

Reservation of Rights

Township / Authority reserves the right to determine the manner by which the winning bid will be determined, based upon the level of service provided under the RFP responses, and the prices quoted for such service. Township shall determine the highest and best level of service and the highest and best value to the Township from the responses received, and shall determine the appropriate bidder to which the contract shall be awarded. The successful bidder may or may not be the lowest dollar cost bid, but shall be determined by the Township, in its discretion, based upon the rate of return to the Township and the overall cost-to-value ratio as determined by the Township.

Insurance

The Contractor shall take out and maintain during the life of this contract such Public Liability and Property damage Insurance and Workmen's Compensation Insurance as shall protect him and any subcontractors performing work covered by this contract, from claims for damages or personal injury, including accidental death, as well as from claims for Property damage which may arise from operation under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. The minimum limit of such insurance shall be \$500,000 for damage to any one person, and \$1,000,000 for any one accident. Property damage minimum shall be \$1,000,000.

The Contractor agrees to indemnify and save harmless the Township and design consultant from all suits or action of every name and discrepancy brought against them for, or on account of the use of patent rights and any damages or injuries received or sustained by any party or parties, by or from the contractor, his agents or servants, in the performance of the work under this agreement. The Contractor further agrees that all or so much of the moneys due him under this agreement as shall or may be considered necessary by the Township shall be retained by the Township, until all suits or claims have been settled and evidence to that effect furnished to it's satisfaction.

A Thirty (30) day Notice of Cancellation must be provided to the Township and be so indicated on the Certificate for all policies.

Only Certificates of insurance from companies licensed to do business in the Commonwealth of Pennsylvania will be approved.

Bonding

Bid bond - A 10% bid bond is required. Bidders can either submit a hard copy of the bid bond directly to the Township or attach an electronic copy their bid by clicking on "Bid" then "Attach file". If an electronic copy is provided, the winning bidder(s) will have 48 hours to produce the original bid bond for the agency.

Performance Bond – Winning bidder is expected to provide a performance bond equal to 100% of award. Performance bond to be provided to the Township within two weeks of Notice of Award.

Prevailing Wage

The contract documents and the work done hereunder shall be subject to provisions of the Pennsylvania Prevailing Wage Act of August 16, 1961, P.L. 987, and its amendments and supplements, provided the cost of the total project exceeds \$25,000. The attached link provides information related to this subject.
http://www.dli.state.pa.us/landi/li_apps/requestPW.asp