EXPLANATION TO BIDDERS
SNOWPLOWING SERVICES CONTRACT FOR FAWN GROVE BOROUGH

Attached for your information are copies of the following documents:

1. Bid solicitation notice entitled "Bids for Snowplow Services for Fawn Grove Borough".
2. Specifications for Snowplowing Services in Fawn Grove Borough.
3. Bid Proposal to Fawn Grove Borough.

Fawn Grove Borough, York County,
Pennsylvania

By: Craig S. Sharnetzka, Esq.
Solicitor

NOTICE REQUESTING BIDS FOR SNOWPLOWING SERVICES FOR FAWN GROVE BOROUGH

Sealed bids will be received at CGA Law Firm, 135 N. George St., York, until 3:00 p.m. on November 2, 2026, and will be publicly opened and read at the Fawn Grove Borough Council meeting on November 3, 2026. Proposals must be mailed or otherwise delivered to the above address. The bid will be awarded subsequently at a regular meeting of the Fawn Grove Borough Council held at the Citizen's Volunteer Fire Company, 171 S. Market St., Fawn Grove, PA, 17321 on November 3, 2026 at 7:30 p.m. or thereafter. All bid envelopes must be sealed with "BIDS FOR SNOWPLOWING SERVICES FOR "FAWN GROVE BOROUGH" plainly marked on the outside of the envelope and delivered to the attention of Craig S. Sharnetzka, Solicitor for Fawn Grove Borough. Bid forms and specifications may be obtained by contacting the Borough Office at 717/382-4153. The work for which the bids are being solicited is the provision of vehicles and labor required for snowplowing designated roads in the Borough as required commencing on November 4, 2026 for the period of 3 years in accordance with the above specifications. Within 20 days of the award the successful bidder must be willing to provide proof of insurance, sign an agreement of indemnity with the Borough, submit a bond or cashier's check in the amount of $500.00 dollars for performance. The Borough reserves the right to waive any technicalities or informalities and the right to reject any and all bids. No bidder may withdraw its bid for a period of 45 days after the date set for the opening thereof.

FAWN GROVE BOROUGH
By: Craig S. Sharnetzka, Solicitor

Advertise one time on
each of the following dates:

One time on October 22, 2026 and
one time on October 29, 2026

Proof of publication and bill to:

Jacqueline Powers, Secretary
Fawn Grove Borough
P.O. Box 131
Fawn Grove, PA 17321
Telephone No.: 717/382-4153

SPECIFICATIONS FOR PROVISION OF SNOWPLOWING SERVICES IN FAWN GROVE BOROUGH

GENERAL

The Contractor shall provide manpower and equipment as necessary to plow Borough roads free of snow as requested by the Borough using Approved Equipment and in accordance with all applicable ordinances, laws, and regulations of both Fawn Grove Borough, York County, and the Commonwealth of Pennsylvania.

DEFINITIONS

Approved Equipment - The term Approved Equipment when used in these specifications shall refer to the vehicles used for snowplowing, a 33,000 GVW truck or close proximity, with a power reversible snow plow and shall have minimum ten (10') foot wide blade, or pick-up truck with a plow, and comply with all requirements for a licensed motor vehicle in the Commonwealth of Pennsylvania.

Alternative Approved Equipment – The term Alternative Approved Equipment when used in these specifications shall refer 100+ horsepower 4x4 tractors with loader, or an equivalent equipment used by Contractor(s) for extreme snow conditions.

Borough - The word Borough when used shall mean Fawn Grove Borough, York County, Pennsylvania or its agents.

Contractor - The word Contractor shall mean the person, corporation or partnership with whom the Borough shall enter into a contract for snowplowing services.

REASONABLE CARE

Reasonable care must be taken not to damage the property of residents. Contractor shall be liable for willful, negligent or unnecessary damage to mailboxes, vehicles, or other property or real estate of Borough residents. Contractor shall promptly notify the Borough Secretary if damage occurs and furnish pertinent information.

If Contractor fails to address any such damage that it causes, then the Borough can offset the cost thereof against payments due to Contractor.

DATES OF SERVICE

The time period for snow plow services is from November 4, 2026 through October 31, 2027, November 4, 2026 through October 31, 2028, and November 4, 2026 through October 31, 2029.

RESPONSE TIME

The Contractor agrees to respond to the call of the designated agent of Fawn Grove Borough within Ninety (90) minutes of such call and during snowfall over 1 inch and provide services

thereafter as requested by the Borough; provided, however, that the Borough shall not require such hours of continuous work as to provide a hazard to the safety of the Contractor or the residents of the Borough. Contractor shall be guaranteed a minimum of four (4) hours of compensable worktime per call requesting services between November 4th through March 31st of the agreed upon year(s) of the contract. Starting date for services under this contract shall commence November 4th, 2026.

DRIVER

Contractor will supply a skilled driver and, if necessary, a substitute driver for larger snow falls. Drivers will become familiar with assigned routes. Contractor will provide a loader and laborer to load the salt for distribution.

PAYMENT

Payments due the Contractor will be made monthly, by check, within five (5) days following the monthly meeting of the Borough Council and will be for the work performed during the previous calendar month, provided that Borough Council receives the invoice seven (7) days in advance of the monthly meeting. Should Contractor not submit the invoice(s) to the Borough within the prescribed timeframe stated above, the payments due to Contactor will be issued at the following Borough Council meeting.

NO DISCRIMINATION

The Contractor shall not discriminate in the hiring of employees for the performance of the work under the contract, and agrees that all the provisions and penalties for violation of the Act of July 10, 1947, P.L. 1621, § 42, shall be part of the contract.

INDEMNIFICATION

The Contractor (including any sub-contractor thereof) shall indemnify and hold harmless the Borough, its Council members, mayor, superintendent, secretary, employees, agents and representatives from and against all claims, losses, liabilities and expenses, including without limitation reasonable attorney's fees and costs of suit, whether or not involving a third party claim arising out of the performance of the contract not directly due to the Borough's gross negligence or misconduct. Contractor shall be required to execute an indemnity agreement with the Borough and carry and provide proof of insurance in compliance with said agreement. These requirements shall also apply to any subcontractors.

INSURANCE

Contractor shall maintain general liability insurance against claims for personal injury, death, or property damage related to Contractor's services under these specifications to the limit of not less than as follows:

General liability: each occurrence $1,000,000
Damage to rented premises $50,000
Medical expense $5,000
Personal & Adv. Injury $1,000,000
General aggregate $2,000,000

Products – comp/op $2,000,000
Employee Benefits $1,000,000

Auto Liability: combined single limit $1,000,000

Umbrella: Each Occurrence $1,000,000
Aggregate $1,000,000

Workers comp: each accident $500,000
Disease employee $500,000
Disease policy limit $500,000
Or, provide with bid package a Workers' Compensation Exemption Waiver from the Pennsylvania Department of Labor and Industry.

Rented/leased equipment:
Per item $300,000
Aggregate $600,000

Contractor agrees to name the Borough as an additional insured on such policies, and shall not cancel said policies without providing prior notice to the Borough. Contractor shall provide certificate of said insurance to the Borough.

EXPLANATION TO BIDDERS

Any explanation regarding the meaning or interpretation of specifications or other contract documents must be requested in writing from Jacqueline Powers, P.O. Box 131, Fawn Grove, PA 17321 with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanations or interpretations shall be made in the form of addendums to the documents and shall be furnished where possible to all bidders, who shall submit any addendums with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

BIDDERS' UNDERSTANDING

Bidders should visit the work site to ascertain by inspection pertinent local conditions. Route will include curb to curb plowing with cul-de-sacs.

LAWS AND ORDINANCES

Contractor shall comply with all applicable laws, ordinances, rules and regulations of any governmental body or agency having jurisdiction.

PREPARATION OF BIDS

Bids shall be submitted on the forms attached hereto and must be signed by the bidder. A certified or cashier's check, bank money order, or bid bond with corporate surety in the sum of $500 in favor of Fawn Grove Borough, as a guarantee of the execution of the contract if awarded to the bidder must accompany each bid. No bidder shall be permitted to withdraw its bid for a period of forty-five (45) days after the date scheduled for the opening of bids.

REFERENCES

Together with its Bid Proposal, each Contractor submitting a bid pursuant to these Specifications for Snowplow Services to Fawn Grove Borough shall provide three (3) references of work of where they have been contracted for snowplow services as described herein, in addition to the contact information for the municipality and/or personnel who oversaw/supervised such work.

REJECTION OF BIDS

The Borough reserves the right to waive any technicalities or informalities, and the right to reject any and all bids.

REPRESENTATIONS

The bidder represents by submitting a bid that it is:

a. Financially solvent and experienced in and competent to perform the work and furnish the vehicles, materials, supplies, personnel and equipment to be performed and furnished by it; and

b. That it is familiar with all laws, ordinances and regulations which may in any way affect the work to be performed.

c. That it and its employees are properly licensed to operate the vehicles to be used by the Contractor in fulfillment of the agreement entered into as a result of this bidding process.

CONTRACT

Within twenty (20) days after notice of the award, the bidder to whom the award is made shall enter into a written contract with Fawn Grove Borough and furnish the proof of insurance required herein. Upon failure to do so, the award shall be void and Fawn Grove Borough shall be entitled to collect or retain the $500 guarantee or bid bond submitted with the bid.

CONTRACT EXTENSION

Should the Bid Proposal submitted select a three (3) year, November 2026-October 2029 option, the contract may, at the discretion of the Borough, be extended for two additional years, as specified in the pricing options on the Bid Proposal submitted by Contractor to the Borough.

PENALTIES

Fawn Grove Borough is authorized (a) to assess the Contractor up to $25 for each individual violation of the provisions of the contract and to deduct the same from payments owing to the Contractor, (b) to assess the Contractor up to $250 for each multiple violation of the provisions of the Contract and to deduct the same from payments owing the Contractor (c) offset any damages caused by Contractor, and (d) upon repeated violation to cancel the contract as to the Contractor after notice of intention to do so to the Contractor. The above provided penalties can

be withheld at the discretion of the Borough Council, provided that it has received and accepted satisfactory evidence of any complained of violations.

BID PROPOSAL TO FAWN GROVE BOROUGH

Having examined the Specifications for Snowplow Services in Fawn Grove Borough, and subject to all the conditions thereof, the undersigned hereby proposes to furnish all labor and equipment and perform all of the work in accordance with said specifications, which are made a part hereof, for:

A) One (1) Year Contract

Services provided by an operator for snowplowing, loading services and truck with a minimum 33,000 GVW and minimum ten (10') foot wide power reversible snowplow and salt spreader, as well as for driver and pick-up truck with a plow, to plow roads as specified by the Borough from November 4, 2026 through October 31, 2027:

$ _____ 33,000 GWV per hour
$ _____ Pick-Up Truck per hour

$ _____ One Year Total

A2) Alternative One (1) Year Contract Bid

Services for an operator and 100+ horsepower 4x4 tractor with loader, or an equivalent piece of equipment for extreme snow conditions, only as needed, following additional notice to the Borough, to plow roads as specified by the Borough from November 4, 2026 through October 31, 2027 with an additional two 1-year extension option, at the discretion of the Borough:

$ _____ 4x4 per hour

$ _____ One Year Total

B) Two (2) Year Contract

Services provided by an operator for snowplowing, loading services and truck with a minimum 33,000 GVW and minimum ten (10') foot wide power reversible snowplow and salt spreader, as well as for driver and pick-up truck with a plow, to plow roads as specified by the Borough from November 4, 2026 through October 31, 2028:

$ _____ 33,000 GWV per hour
$ _____ Pick-Up Truck per hour

$ _____ Year Two Total

B2) Alternative Two (2) Year Contract Bid

Services for an operator and 100+ horsepower 4x4 tractor with loader, or an equivalent piece of equipment for extreme snow conditions, only as needed, following additional notice to the Borough, to plow roads as specified by the Borough from November 4, 2026 through October 31, 2028 with an additional two 1-year extension option, at the discretion of the Borough:

$ _____ 4x4 per hour

$ _____ Year Two Total

C) Three (3) Year Contract

Services provided by an operator for snowplowing, loading services and truck with a minimum 33,000 GVW and minimum ten (10') foot wide power reversible snowplow and salt spreader, as well as for driver and pick-up truck with a plow, to plow roads as specified by the Borough from November 4, 2026 through October 31, 2029:

$ _____ 33,000 GWV per hour
$ _____ Pick-Up Truck per hour

$ _____ Year Three Total

C2) Alternative Three (3) Year Contract Bid

Services for an operator and 100+ horsepower 4x4 tractor with loader, or an equivalent piece of equipment for extreme snow conditions, only as needed, following additional notice to the Borough, to plow roads as specified by the Borough from November 4, 2026 through October 31, 2029 with an additional two 1-year extension option, at the discretion of the Borough:

$ _____ 4x4 per hour

$ _____ Year Three Total

This proposal is made on the basis of said specifications and all conditions of bidding therein set forth. It is understood that this bid cannot be withdrawn for a period of 45 days after the date set forth for the opening of bids.

There is enclosed a certified or cashier's check or bank money order payable to said Borough, or bid bond with corporate surety, in the sum of $500 as a guarantee of the execution of the contract by the undersigned in the event of the award of the contract. If awarded the contract, the undersigned will execute a written contract embodying the terms and provisions of said specifications together with proof of insurance as required, within 20 days of the award; otherwise said award will be void and the guarantee of bid bond forfeited.

(If an individual, complete the following)

_____(SEAL)
Date of signing (Sign here)

(If a partnership, complete the following)

_____
(Name of Partnership)

By: _____
Date of signing (Title)

(If a corporation or company, complete the following)

_____
(Name of Corporation or Company)

Attest:

By: _____
(Title) (Title)
(Corporate Seal)

After completion and signing, this Proposal with bid check, money order or bond shall be placed in a sealed envelope plainly marked "Bid for Snowplowing Services for Fawn Grove Borough" on the outside of the envelope and delivered to CGA Law Firm, ATTN Craig S. Sharnetzka, 135 N. George St. York, PA 17401, no later than 3:00 p.m. on Monday, November 2, 2026.