

# Berks County Cooperative Purchasing Council

## INVITATION TO BID

**Item(s):** Highway Rock Salt

**Issue Date:** September 26, 2014

**Bid Due, Time/Date:** 3:00 P.M. Prevailing Time on October 17, 2014

**Bid Opening Location:** City Hall, Penn Room, 815 Washington Street, 1<sup>st</sup> Floor  
Reading, PA 19601

**Contact Person:** Tammi Reinhart, City of Reading Purchasing Coordinator

**Telephone No.:** (610) 655-6207

This is a combined solicitation issued by the City of Reading, PA on behalf of the Berks County Cooperative Purchasing Council. All bids will be received at the location stated above. Bid documents must be enclosed in a sealed opaque envelope labeled "Sealed Bid – Highway Rock Salt" and indicate the name of the bidder. **All bids must be accompanied by bid surety in the amount of not less than ten (10%) percent of the total amount of the bid.** Securities must be in the form of a surety bond, bank cashier's check or certified check. The Berks County Cooperative Purchasing Council shall be named on the bid surety.

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE & FAX: \_\_\_\_\_

CONTACT PERSON FOR THIS BID: \_\_\_\_\_

SPECIFY ANY PROMPT PAYMENT DISCOUNTS: \_\_\_\_\_

DAYS FOLLOWING AWARD REQUIRED FOR START UP: \_\_\_\_\_

FORM OF SECURITY & AMOUNT:

Bond \_\_\_\_\_ Certified Check \_\_\_\_\_ Bank Cashier's Check \_\_\_\_\_

SIGNATURE OF AUTHORIZED BIDDER & TITLE:

\_\_\_\_\_

SECTION ONE  
INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID

Sealed bids shall be received in the Office of the City of Reading Purchasing Coordinator, Rm. 2-45, City Hall, 815 Washington Street, Reading, PA 19601, until 3:00 P.M., prevailing time on October 17, 2014. The City Purchasing clock shall be considered the official time. Bids received after the exact hour and date specified for receipt will not be considered.

Bids will be opened publicly immediately thereafter. Bidders shall submit one (1) original and two (2) copies of the bid. Bid documents must be enclosed in a sealed, opaque envelope with the words "Sealed Bid – Highway Rock Salt" clearly printed on the outside. Bids received via facsimile will not be considered. To be considered, bid must be in accordance with the instructions contained in this Invitation to Bid. Bid prices must be typewritten or in ink. Signatures must be in ink. Bids must be firm.

2. BID SECURITY

Bid must be accompanied by bid security in the form of a Bank Cashier's Check, Certified Check, or Bid Bond in the amount of ten (10%) percent of the total amount of the bid. Any Bid Bond submitted must be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. Such bid security shall be made payable to the "Berks County Cooperative Purchasing Council." Such bid security shall be a guarantee of good faith and is to secure the Council and its members from any loss by bidder's failure to comply with any of the terms of the bid. Surety is to become the property of the Council as just and liquidated damages in case the successful bidder fails to enter into it a contract.

The Council reserves the right to retain the surety until the lowest responsible bidder enters into a contract and provides the required Performance Bond and insurance certificates. All bonds are subject to the approval of the Solicitor.

3. BONDING

The successful bidder shall furnish a Performance Bond guaranteeing that the work will be completed in accordance with the Contract Documents and within the time specified. The Performance Bond amount shall be equivalent to One Hundred (100%) Percent of the total contract amount. The contractor shall pay the entire cost of the Performance Bond. All bidders are hereby informed that failure to deliver the required Performance Bond within ten (10) days of issuance of the contract documents by the Council is cause for contract termination in which case the contract award is voided and all obligations of the Council in connection herewith will be canceled. The cash or check deposited shall become absolute property of the Council; or if a bond has been deposited shall become payable immediately.

All Bonds shall be payable to the Berks County Cooperative Purchasing Council.

#### 4. PREPARATION OF BIDS

If bid forms are included in this Invitation to Bid, the bid shall be made on such forms. All blanks shall be filled in and one (1) original copy complete with all signatures, seals, bid surety and documentation shall be submitted along with two (2) duplicate copies. The bidder shall sign the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority.

Bids by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Bids by partnerships must include the typed names and business address of all partners and the trade name. The bid must be signed by at least one (1) general partner, whose signature must be witnessed. Bids by corporations must include the typed name of corporation, the State of incorporation, the principal officer of the corporation, and must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.

For each item offered, bidders shall show unit price and enter the extended price for the quantity of each item offered, where applicable. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct.

Bids for supplies or services other than those specified will not be considered.

Bidders must comply with the time for delivery of supplies or for performance of services, unless otherwise specified in the contract documents. Contract award for scheduling purposes, is defined as, and understood by the contractor to be, the date and time that the Council accepts, by resolution, the bid of the successful bidder and directs that a contract be drawn. Furthermore, Notice of Contract Award is the official letter of acceptance forwarded by the Council to the successful bidder after contract award.

Time, if stated as a number of days will be calendar days including Saturdays, Sundays, and holidays.

The Council is not responsible and shall not be liable for any costs associated with the preparation of any bid.

#### 5. EXCEPTION

Any exceptions to terms, conditions, or other requirements of any part of this Invitation to Bid must be clearly pointed out in the bid. Otherwise, the Council will consider that all items offered are in strict compliance with this Invitation to Bid, and the successful bidder will be responsible for compliance.

#### 6. BID MODIFICATIONS/WITHDRAWAL

Bids may not be modified after submittal. Bidders may withdraw bids at any time up to the scheduled time for receipt of bids provided said request is in writing and properly signed. Bidders may resubmit bids provided it is prior to the scheduled time for receipt of bids.

After a bid has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, P.L. 9 No. 4 as same may be amended.

## 7. QUALIFICATION OF BIDDERS

All bidders must be prepared to present suitable evidence of their financial standing and to furnish a list of similar work recently completed within three (3) days of bid opening. The bidder may be required to complete a questionnaire and financial statement or similar document prior to contract award which includes, financial statements (if any), references, a listing of any and all fictitious names used by the bidder and other information the Council deems relevant.

## 8. ACCEPTANCE, REJECTION, OR DISQUALIFICATION OF BIDS

The Council will award contract(s) to the lowest responsible bidder(s) meeting all terms, conditions, and specifications whose bid(s) is/are considered to be the most economical and in the Council's best interests. The Council reserves the right, in its sole and absolute discretion, to accept or reject any and all bids or parts thereof and to waive technical defects in its judgement is in the best interest of the Council.

A bid which is incomplete, obscure, conditioned, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, which are not initialed, may be rejected as non-conforming.

Any bidder who has demonstrated poor performance during either a current or previous agreement with the Council or any of its members may be considered as an unqualified source and their bid may be rejected. The Council reserves the right to exercise this option as is deemed proper and/or necessary.

The Council reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

All bids received become the property of the Council and the information contained therein will become public record. If a bidder considers certain information in the submitted bid to be proprietary information and prefers that such information remains confidential, a written request for confidentiality must be submitted with the bid. Such request shall outline the proprietary information and explain the need for confidentiality. The Purchasing Coordinator and the Solicitor's Office will notify the bidder, in writing, of the Council's decision.

## 9. NON-COLLUSION AFFIDAVIT

The Council requires that a Non-Collusion Affidavit be submitted with all bids pursuant to its authority under the Pennsylvania Antbid-Rigging Act, 73 P.S. Section 1611 et seq.

## 10. DEBARMENT

By submitting a bid, the bidder represents that the bidder and its affiliates and subsidiaries, have not been notified that they are presently under consideration for debarment and have not in the last three (3) years been debarred by any Federal, State or other governmental agency, except as disclosed by the bidder in its proposal.

## 11. PRICING / TAXES / DELIVERY

All prices quoted shall be fixed and firm for the term of the contract. Bids containing references to possible escalation of prices or price protection may be rejected as conditioned bids.

Unless specified otherwise, deliveries shall be F.O.B. destination. All bid prices must include freight.

The Council is exempt from all Federal Excise and Transportation Taxes, and State Sales and Use Taxes. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance of its construction contract. If the Council is required by law to pay any excise tax and then seek a refund or credit, the contractor may add the amount of the tax to the bid price as a separate item.

## **12. Council Dues Payment**

As part of their membership dues to the Berks County Cooperative Purchasing Council (the Council), the participating municipalities understand and agree that all Vendors that supply commodities/services to the participating municipality through a Council coordinated bid/purchase shall pay to the Albright College Center for Excellence in Local Government (the Council Administrator) one percent (1%) of the total gross purchase price for the entire amount of the commodity/service purchased by the municipality.

Such payment shall be made to "Albright College" by the Vendor during the term of the contract in which the commodity/service is supplied/rendered. Payment shall be made within 30 days of the receipt of payment by the Vendor from the participating municipalities for the commodities/services purchased. Vendor shall verify the quantity purchased and the total gross purchase price paid by the municipality for the commodity/service purchased with each payment to Albright College.

## 13. SITE VISIT

Bidders are urged and expected, but not required, to inspect the site(s) where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site relieve the bidder from the consequences of such failure to inspect the site and shall not constitute grounds for a claim after contract award.

## 14. QUESTIONS / CLARIFICATIONS

Bidders shall carefully review the Invitation to Bid for defects and questionable or objectionable matter. Objections to this Invitation to Bid must be submitted in writing to the Purchasing Coordinator via registered mail, fax or e-mail at the address below at least ten (10) days before the bid due date. If the objection is deemed legitimate, an amendment will be issued. Protests made by unsuccessful vendors based on objections of the Invitation to Bid document will not be allowed if an objection was not received in writing in the Purchasing Office at least ten (10) days before the bid due date.

Tammi Reinhart, Purchasing Coordinator, City of Reading, City Hall, 815 Washington Street, Room 2-45, Reading, PA 19601. Fax (610) 655-6427 or e-mail: [tammi.reinhart@readingpa.org](mailto:tammi.reinhart@readingpa.org).

END OF INSTRUCTIONS TO BIDDERS

SECTION TWO  
GENERAL CONDITIONS

1. DEFINITIONS AND HEADINGS

The Invitation to Bid, the bid proposal, and the notification of award constitutes the complete agreement between the parties (hereinafter the "Agreement"). References to the Agreement include these General Conditions. "The Berks County Cooperative Purchasing Council" or "Council" and "Contractor" are the parties identified as such in this Agreement. "Services" means the services identified in this Agreement as being the service to be performed by Contractor under this Agreement. The "Goods" means the equipment or items to be supplied by Contractor under this Agreement.

All headings of the Articles of these General Conditions are inserted for convenience only and shall not effect any construction or interpretation of this Agreement.

2. PRECEDENCE

The terms of the General Conditions, and any additional Special Conditions or purchase order terms and conditions supersede any printed or typed conditions forming a part of Contractor's proposal. The General Conditions, Special Conditions, purchase order conditions, and the specifications, contained in the Invitation to Bid cannot be waived, altered or modified except by written agreement of the parties.

3. WARRANTY

Contractor warrants to the Council that the goods and services furnished under this Agreement, whether manufactured or fabricated by Contractor or others, shall be (a) new (unless the Council has approved otherwise) and strictly conform to the specifications, drawings, samples or descriptions referred to herein or provided by the Council to Contractor, and (b) free from defects in materials and workmanship. All work performed shall be done in a skilled manner and shall comply with industry standards. Contractor shall promptly repair or replace goods and re-perform services, after receiving notification from the Council of defects or nonconformance. Goods manufactured or services provided by a third party and supplied by Contractor shall carry all third party warranties. All warranties shall survive any inspection, delivery, acceptance, or payment.

4. INSPECTION AND REJECTION

Goods received by the Council shall not be deemed accepted until the Council has had a reasonable opportunity to inspect. Goods which are discovered to be defective or non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if the defects or non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Contractor shall remove rejected goods from the premises without expense to the Council. Rejected goods not removed within fifteen (15) days will be regarded as abandoned and the Council shall have the right to dispose of such goods as its own property and shall retain that portion of the proceeds of any sale which represents the Council's costs and expenses in regard to the storage and sale of the

goods. Upon notification of rejection, the Contractor shall immediately replace all such rejected goods with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Council shall then have the right to purchase in the open market a corresponding quantity of such Goods, and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated and the actual cost thereof to the Council. If the amount due the Contractor is insufficient to meet such expenses, the Contractor shall be liable for the excess and the Council may proceed against the Contractor through appropriate legal action.

## 5. PATENTS, COPYRIGHTS, TRADEMARKS

Contractor warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark, and Contractor agrees, at its cost and expense, to indemnify and hold the Council free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of the Goods.

## 6. INDEMNITY

Contractor agrees to indemnify and hold harmless the Council, officials, employees and agents from all costs, losses, expenses, damages, claims, suits, and liability for injuries to and/or death of any and all persons and for loss of and/or damage to property attributable to Contractor's failure to perform in accordance with the terms of this Agreement or the negligence of Contractor, its subcontractors, agents, or employees.

## 7. LIMITATION OF LIABILITY

In no event shall the Council be liable for any indirect, incidental, special or consequential damages.

## 8. FORCE MAJEURE

Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires; floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riot; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of Force Majeure.

## 9. TERMINATION FOR CAUSE

In the event that the Contractor defaults in the performance of any obligation specified herein, the Council shall notify the Contractor in writing and may suspend the Agreement pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the Contractor is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date or receipt of such notice, then the Council shall have the right to terminate the Agreement immediately by providing written

notice of termination to the Contractor. In the event of such termination, the Council may choose to draw upon the performance bond.

If, during the term of this Agreement, Contractor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Contractor shall give the Council written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the Council, the Council may terminate this Agreement immediately upon written notice thereof to Contractor.

#### 10. NOTICES

All notices required under this Agreement shall be in writing. Written notices shall be effective if delivered by hand, or if sent by registered or certified mail, by verified facsimile, or by confirmed courier to the address specified for each party in this Agreement.

#### 11. CHANGES

The Council shall have the right to make changes to the scope of work set forth in this Agreement. If such changes affect the price or delivery date specified herein, Seller shall, before proceeding, secure approval, in writing of any change in price or date of delivery.

#### 12. TIME IS OF THE ESSENCE

Time is of the essence in the performance, of this Agreement. In the event delivery of Goods or completion of Services is delayed, the Council reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to purchase substitute Goods or Services elsewhere and charge Contractor with any loss or additional cost incurred.

#### 13. RECORDS, AUDIT AND INSPECTION

Contractor shall maintain, in accordance with generally accepted accounting principles and practices, such records as may be necessary to adequately reflect the accuracy of Contractor's charges and invoices for reimbursement under this Agreement and such other additional records to the Council may reasonably require in connection with this Agreement. Contractor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The Council and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Contractor in connection with this Agreement. The Council and its duly authorized representatives shall have the right to visit, observe, audit and inspect, during the Contractor's normal business hours, Contractor's production and related facilities utilized to perform its obligations under this Agreement.

#### 14. ASSIGNMENT OF REFUNDS

The Council is not subject to federal, state or local sales or use tax or federal excise tax. Contractor hereby assigns to the Council and its members all of its rights, title and interest in any

sales or use tax which may be refunded as a result of the purchase of any materials in connection with the Contract and Contractor, and unless directed by the Council, shall not file a claim for any sales or use tax subject to this assignment. Contractor authorizes the Council, in its own name or the name of the Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

#### 15. RELEASE OF LIENS

Before any payment hereunder shall become due, the Council, at its option, may require Contractor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Contractor's performance hereunder. Prior to payment, the Council reserves the right to require Contractor to furnish the Council with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Contractor agrees to indemnify and hold harmless the Council, its officials, employees and agents from and against any and all liens and encumbrances arising out of Contractor's performance of this Agreement.

#### 16. ASSIGNMENT

Contractor shall not assign this Agreement, in whole or in part, nor delegate any duties, without the prior written consent of the Council. Such consent shall not be unreasonably withheld. Any assignment consented to by the Council shall be evidenced by a written signed agreement executed by the Contractor. Its assignee agrees to be legally bound by all of the terms and conditions of the contract and to assume the duties, obligations, and responsibilities being assigned.

#### 17. PUBLICITY

Neither Contractor nor any tier subcontractor shall use the name of the Council or quote the opinion of any Council employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the Council.

#### 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity. Contractor shall give required notices, and secure and pay for temporary permits, licenses, and easements required for performance of this Agreement.

#### 19. WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Contractor in the work to be performed by the Contractor is that of any independent Contractor and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his sub-contractors, agents, or employees have been negligent, and the

Contractor shall keep the Council free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Contractor shall indemnify and save harmless the Council from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the Council, produce evidence of settlement of any such action before final payment shall be made by the Council. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the Council.

The Contractor shall maintain such insurance as will protect him from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's liability insurance shall be in the names of the Contractor and the Council, as their respective interests may appear. Certificates of such insurance shall be filed with the Council.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

- A. Workers' Compensation - as provided by law.
- B. Employers Liability - \$1,000,000 per occurrence.
- C. Automobile Insurance - B.I. & P.D. - \$1,000,000/\$2,000,000.
- D. General Liability Insurance - \$1,000,000/\$2,000,000.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation.

Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to the Council Engineer.

Liability insurance shall include the hazard of building collapse and of damage to adjoining properties and/or to individuals located within or adjacent to each project site.

All subcontractors performing work under this contract must furnish to the Council a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

## 20. CONFLICT OF INTEREST

Contractor shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee or elected official of the Council, or their designees, or favor any employee or

elected official of the Council, or their designees, with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value.

## 21. INDEPENDENT CONTRACTOR

The employees, subcontractors, methods, facilities, and equipment used by Contractor shall be at all times under Contractor's direction and control. Contractor's relationship to the Council under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall be construed to constitute Contractor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the Council or its members.

## 22. HAZARDOUS MATERIALS

In the performance of this Agreement, any hazardous material handled by Contractor while on the property of the Council or its members shall be strictly controlled by Contractor as to use and disposal. Storage and use of and personal protection in handling such materials must comply with the instructions on the applicable Material Safety Data Sheet(s).

## 23. ORDERLINESS & CLEANUP

In the event Contractor provides any on-site Service under this Agreement the Contractor shall keep the site free of waste as the work progresses and, on conviction of service, leave the site "broom clean". In case of dispute, the Council may remove waste at Contractor's expense in order to comply with the Council's requirement for overall job physical orderliness. Contractor's tools equipment and materials furnished for or associated with the Service shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss. Equipment placement and material storage shall be at locations approved by the Council and its members.

## 24. SAFETY & HEALTH

Contractor shall:

(a) Comply with all Federal, State, and Local regulations and all safety information and instructions as may be set forth in writing or otherwise; provided by the Council;

(b) Promptly report to the Council all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunction, fume releases, and any situation requiring first-aid or medical observations or treatment;

(c) Promptly report to the Council all cases Contractor determines to be recordable on the OSHA 200 log or its equivalent and, upon request provide the Council with a copy of the OSHA 200 log and all supporting forms; and

(d) Properly maintain, inspect, and supervise its designated work areas and roadways to keep them in reasonably safe condition. This responsibility includes Contractor's right and duty to conduct reasonable and necessary maintenance in the work areas and of the roadways to prevent unsafe work conditions from existing. Contractor shall regularly conduct safety audits

and inspections to ensure compliance with its responsibility to maintain a reasonably safe work area.

## 25. SUBSTANCE ABUSE

Contractor shall advise its employees and the employees of its subcontractors and agents that:

(a) It is the policy of the Council to prohibit use, possession, sale, manufacture, dispensing and distribution of drugs or other controlled substances on the work site, and to prohibit in the workplace the presence of an individual with such substances in the body for non-medical reasons; and

(b) Any Contractor employee who is found in violation of the policy may be removed or barred from the work site at the discretion of the Council.

## 26. GOVERNING LAW

This Agreement shall be interpreted under the substantive law of Pennsylvania, without giving effect to any choice of law provisions.

## 27. SEVERABILITY

In the event that any provision of this Agreement shall be found to be void or unenforceable such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

## 28. RESERVATION OF RIGHTS

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination of this Agreement pursuant to TERMINATION FOR CAUSE, hereof shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination.

## 29. ENTIRE AGREEMENT

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing executed by a duly authorized official of the Council and by a duly authorized individual of the Contractor.

END OF GENERAL CONDITIONS

# **Berks County Cooperative Purchasing Council**

## **SPECIFICATIONS FOR (Highway Road Salt 2014 – 2015 Season)**

### **GENERAL BID CONDITIONS:**

#### **SCOPE OF WORK:**

It is the intent of these specifications to provide the details under which a successful bidder(s) shall furnish and/or furnish and deliver Highway Road Salt to members of the Berks County Cooperative Purchasing Council (BCCPC) through sealed bids requested by the City of Reading, PA. The Contractor agrees to furnish all necessary personnel, materials, equipment, supplies and services required to provide and deliver the quantity, type and quality and at the frequencies and locations specified to the BCCPC and its participating members at those unit prices submitted.

#### **BACKGROUND:**

The Berks County Cooperative Purchasing Council is an organization of county and local governments formed for the purpose of purchasing commodities which lend themselves to bulk buying. The Council is formed under the applicable provisions of P.L. 526, April 29, 1937, P.L. 544, July 28, 1941, and P.L. 509, July 9, 1959.

#### **MEMBERSHIP**

The current BCCPC members include:

Alsace Township  
Alvernia University  
Amity Township  
Antietam Valley Municipal Authority  
Bally Borough  
Bechtelsville Borough  
Berks Area Reading Transportation Authority  
Berks County  
Berks County Convention Center  
Berks County Intermediate Unit  
Berks Montgomery Municipal Authority  
Bern Township  
Bern Township Municipal Authority  
Bernville Borough  
Bethel Township  
Bethel Township Municipal Authority  
Birdsboro Borough  
Boyertown Borough

Brecknock Township  
Caernarvon Township  
Caernarvon Township Municipal Authority  
Centre Township  
Centre Township Municipal Authority  
Colebrookdale Township  
Cumru Township  
Douglass Township  
Earl Township  
Exeter Township  
Fleetwood Borough  
Fleetwood Volunteer Fire Company  
Greenwich Township  
Hamburg Borough  
Heidelberg Township  
Hereford Township  
Jefferson Township  
Kenhorst Borough  
Kutztown Borough  
Kutztown University  
Longswamp Township  
Lower Alsace Township  
Lyons Borough  
Lyons Borough Municipal Authority  
Maidencreek Township  
Maidencreek Township Municipal Authority  
Marion Township  
Maxatawny Township  
Mohnton Borough  
Mount Penn Borough  
Mount Penn Borough Municipal Authority  
Muhlenberg Township  
North Heidelberg Township  
Oley Township  
Oley Township Municipal Authority  
Ontelaunee Township  
Penn Township  
Perry Township  
Pike Township  
Port Clinton Borough  
Reading Area Water Authority  
Reading Area Community College  
Reading Downtown Improvement District  
Reading Regional Airport Authority  
Reading, City of  
Richmond Township  
Robeson Township  
Rockland Township

Ruscombmanor Township  
Shillington Borough  
Sinking Spring Borough  
South Heidelberg Township  
Spring Township  
St. Lawrence Borough  
Strausstown Borough  
Tilden Township  
Topton Borough  
Tulpehocken Township  
Union Township  
Upper Bern Township  
Upper Tulpehocken Township  
Washington Township  
Washington Township Municipal Authority  
West Reading Borough  
Western Berks Water Authority  
Windsor Township  
Wyomissing Borough  
Wyomissing Valley Joint Municipal Authority

During the term of this bid, the Berks County Cooperative Purchasing Council would like to afford the same prices, terms and conditions to any current or future member of the Berks County Cooperative Purchasing Council, even though their requirements are not in the quantities listed on this bid. All bidders are therefore asked to complete and return the enclosed Berks County Cooperative Purchasing Council offering form.

Since this is a cooperative effort, it shall be understood and agreed by the bidders that payment to the contractor shall be made by each individual municipality for the goods and services that each orders, receives and accepts. It shall be clearly understood and agreed by all bidders that each municipality shall be responsible to the successful bidders for the execution and placement of individual orders as well as payment thereof. The City of Reading will execute an agreement on behalf of the Council; however, under no circumstances shall the City of Reading be responsible for payment of a participating municipality's purchase.

The contract(s), once signed by the successful bidder(s) and the Council, constitute authority to place orders for the items specified. Individual orders will be issued by each municipality and each shall be responsible for inspection, acceptance and payment thereof. Actual quantities and delivery provisions for each such order will be established in the order. Vendors shall not ship any quantities until an order has been placed by any of the respective municipalities.

**CONTRACT PERIOD:**

Performance will begin approximately October 28, 2014, upon notice from the Council. Contractor shall, within fourteen (14) days of notice of contract award, but no later than November 14, 2014, or first delivery, whichever is earliest, contact each participating co-op municipality member listed giving them notice of contract award as well as outlining details of order placement, telephone numbers,

sales representative, and other information necessary for efficient ordering and delivery. Under no circumstance will deliveries begin prior to this required notice to the municipality or request for delivery by the municipality.

**OPTION TO EXTEND:**

The Berks County Cooperative Purchasing Council reserves the right to extend this contract for up to three (3) months. This extension will be utilized only to prevent a lapse on contract coverage, and only for the time necessary, up to three (3) months, to issue the new contract.

**OPTION TO RENEW:**

The contract may be renewed for an additional one (1) year term by the mutual agreement between the BCCPC and the contractor(s). If the contract is renewed, the same terms and conditions shall apply.

If the contract is renewed, a new performance bond or a rider supplementing the original bond will be required for the extended period.

**DEFAULT:**

In case of default by Contractor, the Council may procure the commodity or service from another sources and hold the contractor responsible for any excess costs occasioned thereby.

# Technical Specifications

## Berks County Cooperative Purchasing Council

### Highway Road Salt (Sodium Chloride) for the 2014-2015 Season

The following pages contain minimum specifications for approximately Twenty Two Thousand Six Hundred and Forty (22,640) tons of Highway Road Salt to be delivered to Municipalities throughout the County of Berks with varying storage capability from twenty-five (25) tons to one thousand six-hundred (1,600) tons.

The quantities listed are estimates provided for informational purposes only and shall not be construed in any way as a commitment on the part of the BCCPC or its members to purchase like amounts for the contract period.

Bidder shall total prices per ton bid and enter that amount in the appropriate place on the Bid Form. This total will be the basis for determining the amount of Bid Surety.

A sample of the Highway Road Salt that the bidder is intending to furnish is required in order to evaluate quality, size and cleanliness of bid item. Samples shall be approximately one half (1/2) pound and submitted with the bid. The successful bidder's sample will be retained for comparison with the product delivered during the contract period for inspection and acceptance purpose.

Material Safety Data information sheet shall be provided with each bid and will become a part of subsequent contracts. Additional MSDS sheets will be provided as requested by individual municipalities or as required by statute or regulation.

Notice: The following documentation is required to be submitted **with the bid**.

- Signed Bid
- Bid Surety – Bond, Certified Check, or Cashier's Check
- Signed and Notarized Non-Collusion Affidavit
- Authorization to Extend Bid to All Authorized Members
- Attachment "A"

### Pricing and Billing

- a. All bid prices will be net FOB destination freight prepaid. Ordering municipality may request customer or third party pick-up in which case the final price will be net FOB origin.
- b. Customer or third party pick-up would more than likely occur in emergency situations. The contractor shall offer the municipalities the option of purchasing the Highway Rock Salt from mine location or from alternate stockpile locations.
- c. Bid price shall include a sufficient allowance of up to one (1) hour, excluding meals, for time required to safely deliver and unload product ordered.

- d. The contractor shall not charge for, and the ordering municipality shall not be liable for payment of delays caused by contractor or which are beyond the control of the ordering municipality including the time required to position the vehicle, unload and/or discharge product, connect and disconnect to fixtures, clean up spills, and other delays resulting from contractor negligence or inability to perform routine handling procedures
- e. Additional reasonable unloading time, beyond the one (1) hour allowance, if caused by the municipality may be charged to the ordering municipality at the carrier/contractor published rates.
- f. A separate invoice shall be prepared for each order delivered. It shall match with and reference the delivery ticket for that order as well as indicated the date of delivery.

### **Delivery to Any Location within the Participating Municipalities**

- a. Delivery of item is required within seventy-two (72) hours of receipt of order, oral, facsimile, or written, unless agree upon by the ordering agency. If delivery is not made within the specified time, the vendor may be assessed liquidated damages as specified.
- b. Unless otherwise ordered, deliveries shall be FOB loading dock or receiving section of each ordering activity. The municipalities desire twenty-four (24) hour advance notice of actual delivery. Unless otherwise agreed by ordering municipality, deliveries shall be made between the hours of 7:00 A.M. and 3:00 P.M.
- c. Normally, deliveries of bulk salt shall be approximately twenty (20) ton loads. However, the right to order less than a full load is reserved for the ordering municipality and shall be exercised at the time of placing each order.
- d. Deliveries shall be made in accordance with the requirements listed below and the enclosures, which indicate product, delivery quantities, and normal working hours at the receiving building/facility. A list of special delivery instructions is included in enclosures.
- e. It is the Contractor responsibility to deliver and unload product, in accordance with the specifications, to the designed locations, in safe manner, which conforms to acceptable trade practices and all applicable statues, regulations and ordinances. Unloading shall be performed in a timely and efficient manner commensurate with safety requirements. Neither the Berks County Cooperative Purchasing Council nor any of the Council members shall pay extra charges resulting form difficulties encountered in making delivers, or doing any other work required in fulfilling the provisions of this contract. The Contractor is fully responsible for off-loading of all materials and is additionally responsible for providing all equipment necessary to deliver, discharge or unload bulk product into municipal storage.
- g. For bulk products, at the time of deliver, the Contractor shall furnish the requesting municipality with a delivery ticket showing the actual quantity and weight of product delivered. The delivery ticket shall be from the Berks County Sealer of Weights and Measures or equivalent government agency certified to calibrate dispensing and measuring devices, showing the actual weight and name of product delivered and the time and place of delivery.

- h. Weights used to conduct test must be certified to within Class F tolerance. The Weigh Master's certificate must be in conformance with Pennsylvania Code Title 70. In addition, a digital printer must be used if the source has that capability in its scale. The participating municipalities reserve the right to have truck deliveries check weighed at independent weighing station.
- i. The Contractor shall be responsible for any damages or injury to buildings, facilities grounds, and personnel caused by negligence of the Contractor or his/her employees and/or the Contractor's equipment, the cost of such damages or injury shall be charged to the Contractor. The Contractor shall be responsible for cleaning up and disposal of any spillage.
- j. The Contractor shall not be responsible for any delays or stoppages in delivery caused by general strikes, fire, flood, accidents, acts of God or causes beyond the control of the Contractor including legal or regulatory requirements of any Federal, Commonwealth, or Local governmental agency provided that the Contractor shall notify the Berks County Cooperative Purchasing Council in writing within five (5) days from the date of such occurrence.

### **Stockpile Pick-up**

The vendor(s) shall offer the option of purchasing Highway Road Salt (Sodium Chloride) FOB Stockpile location, loaded on twenty-two (22) ton minimum capacity trucks. This option shall be available when an emergency condition exists as determined by the municipality. This cost shall be bid separately by contractors willing and able to provide product in this manner.

Pick-up location shall be within the County of Berks, PA or at a location(s) convenient for individual members of the Council. If more than one (1) bidder offers a bid for pick-up at a stockpile location, low bidder will be determined by each municipality according to the proximity of the stockpile to that municipality.

### **Liquidated Damages**

If any item is not delivered or available for pick-up within the time limits specified, the delay will interfere with the proper implementation of the municipality's programs utilizing the items to the loss and damage of the municipality. From the nature of the cause, it would be impractical and extremely difficult to fix the actual damage sustained in the event of any such action. The municipality and the awarded vendor(s); therefore, presume that in the event of any such delay, the amount of the damage which will be sustained from a delay will be one hundred (\$100) dollars per calendar day, and they agree that in the event of any such delay, the awarded vendor(s) shall pay such amount as liquidated damages and not as a penalty. The municipality at its option for the amounts due as liquidated damages may deduct from any money payable to the awarded vendor(s) or may bill the awarded vendor(s) as a separate item. The municipality shall notify the awarded vendor(s) in writing of any claims for liquidated damages pursuant to this paragraph before the date the municipality deducts such sums from money payable to the vendor(s).

## Quality

- a. The Contractor shall supply product conforming to the specifications, terms and conditions of the Contract unless otherwise agreed to by the ordering municipality.
- b. A sample of the Highway Road Salt, which the bidder is proposing to supply, is required in order to evaluate quality, size and cleanliness of the bid item. Sample shall be approximately one half (1/2) pound and shall be submitted with bid. The successful bidder's sample will be retained for comparison with the product delivered during the contract period for inspection and acceptance purposes.
- c. All Highway Road Salt shall conform to the technical specifications contained herein and to the latest PENN DOT requirements and specifications applicable to sodium chloride used for road applications. The Contractor shall submit, as an integral part thereof, with each shipment a certificate of analysis for product delivered which certifies that the product conforms to the contract specifications and meets PENN DOT requirements. The Contractor shall immediately remove and dispose of all products that do not meet the AWWA, Federal Specifications or the specifications of the Contract. Non-conforming product will be either replaced within in the time period stated in the General Conditions at no cost to the ordering municipality or an equitable contract price adjustment will be made.
- d. The Highway Road Salt (sodium chloride) must be furnished from a source which has been approved by the Department of Transportation, Bureau of Construction and Materials, Materials and Testing Division, 118 State Street, Harrisburg, PA 17120, prior to the time and date of the bid opening and shall be identified as it appears in the Department of Transportation Bulletin 15, otherwise, bid may be rejected.
- e. The Berks County Cooperative Purchasing Council and the ordering municipality reserve the right to independently verify the chemical analysis of any and all products delivered. Product determined to be non-conforming shall be disposed of as outlined in paragraph above.
- f. Repetitive delivery of non-conforming product may be cause for contract termination under the provisions of the contract.
- g. Bidders who do not own an approved mine are required to submit Attachment "A".
- h. All bids submitted must include a letter from the manufacturer stating their product complies with the Council's specifications.

## Safety and Shipping

- a. All shipping shall be in strict accordance with most current Federal and State Department of Transportation regulation using approved and properly marked containers, vehicles and materials handling equipment.
- b. All material shall be protected in transit with waterproof covering or, delivered in a sealed vehicle.

- c. The Contractor shall furnish, with the delivery to the ordering municipality, Material Data Safety Sheets (MSDS) and include any other descriptive literature of the product(s) delivered.

**Weekend/Holiday/Off Duty Operations**

- a. The intent of the Berks County Cooperative Purchasing Council is to operate only during normal business hours; however, it is recognized that there may be circumstances, such as declared emergencies, that necessitate ordering and/or delivery of road salt during off-duty hours including weekends and holidays.
- b. Prices are requested for off-duty operations. Such prices shall be bid as an adjustment in base price of product.

**Material/Technical Specification**

- a. Highway Road Salt for snow and ice removal, in accordance with A.S.T.M. Specification, D632-84, Type 1, Grade, (AASHTO M 143, TYPE1, Grade1) (Pennsylvania Specification S-38, Type 3, Class A) with the following exceptions and additional requirements:
  - (1) All Salt must be uniformly treated with anti-caking agent (anti-cake, storite, or equal) evenly distributed throughout at a minimum rate of twenty (20) parts per million (PPM).
  - (2) Salt to be delivered in a free flowing and usable condition. Salt which is not free-flowing and in usable condition upon arrival at its destination will be rejected.
  - (3) Moisture content shall not exceed two (2%) percent by weight for stockpile delivery.
  - (4) Minimum of Sodium Chloride content of 95% and gradation of:

<u>Sieve Size</u>	<u>% Passing by Weight</u>
1"	0
3/4"	0
1/2"	100
3/8"	95-100
No. 4	20-90
No. 8	10-60
No. 30	0-15

**BERKS COUNTY COOPERATIVE PURCHASING COUNCIL  
2014-2015 ESTIMATED USAGE AND DELIVERY LOCATIONS**

MUNICIPALITY	ESTIMATED NEED	STORAGE CAPACITY	DELIVERY LOCATION
Alsace Township	150 tons	300 tons	65 Woodside Ave, Temple
Amity Township	200 tons	150 tons	2004 Weavertown Rd., Douglassville
Bally Borough	60 tons	40 tons	465 Gehman Rd., Barto
Bechtelsville Borough	100 tons	75 tons	Bechtelsville Park, Bechtelsville
Berks Co. Intermediate Unit	75 tons	two truck loads	1111 Commons Blvd., Reading, PA 19605
Bern Township	400 tons	250 tons	1069 Old Bernville Rd., Reading
Bernville Borough	75 tons	25 tons	E. Front & Umbenhauer, Bernville
Bethel Township	300 tons	150 tons	81 Klahr Rd., Bethel 19507
Birdsboro Borough	200 tons	100 tons	Ammorcast Road, Birdsboro PA 19508
Boyertown	150 tons	90 tons	408 S. Reading Ave., Boyertown
Brecknock Township	250 tons	50-75 tons	889 Alleghenyville Rd., Mohnton 19540
Colebrookdale Township	250 tons	300 tons	89 Ironstone Dr., Boyertown 19512
County of Berks	400 tons	50 tons	BCP, 1287 County Welfare Rd., Leesport
Douglass Township	200 tons	350 tons	1068 Douglass Dr., Boyertown
Earl Township	400 tons	500 tons	19 School House Rd., Boyertown 19512
Greenwich Township	400 tons	200 tons	775 Old Rt. 22, Lenhartsville 19514
Hamburg Borough	200 tons	300 tons	100 Front St, Hamburg PA
Heidelberg Township	150 tons	200 tons	11 Tulpehocken Forge Rd., Robesonia
Hereford Township	300 tons	1,000 tons	3131 Scichultzville Road, Macungie, PA
Kenhorst Borough	200 tons	175 tons	1104-1108 Brooke Blvd., Kenhorst, PA
Kutztown Borough	300 tons	100 tons	45 Railroad St., Kutztown, 19530
Longswamp Township	900 tons	300 tons	41 Clay Rd., Longswamp
Lower Alsace Township	325 tons	500 tons	1200 Carsonia Ave., Reading 19606
Maidencreek Township	300 tons	200 tons	Maidencreek Township Building, Salt Building, 1 Quarry Rd. Blandon 19510
Maxatawny Township	300 tons	500 tons	127 Quarry Road, Kutztown, PA 19530
Mohnton Borough	500 tons	200 tons	21 N. O'Neil St., Mohnton 19540
Muhlenberg Township	500 tons	300 tons	5400 Leesport Ave., Temple 19560
Oley Township	550 tons	300 tons	1 Rose Virginia Road, Oley 19547
Ontelaunee Twp.	200 tons	100 tons	35 Ontelaunee Dr., Reading 19605
Penn Township	100 tons	100 tons	840 N. Garfield Rd., Bernville 19506
Perry Township	500 tons	600 tons	680 Moselem Springs Road
Pike Township	350 tons	75 tons	810 Hill Church Rd., Boyertown 19512
City of Reading	4,000 tons	800 tons	503 N. 6 <sup>th</sup> St., Reading
Richmond Township	500 tons	400 tons	11 Kehl Dr., Fleetwood 19522
Robeson Township	300 tons	150 tons	2689 Main St., Birdsboro 19508
Rockland Township	700 tons	300 tons	41 Deysher Rd., Fleetwood 19522
Ruscombmanor Township	500 tons	100 tons	Municipal Bldg. 204 Oak Lane, Fleetwood, PA 19522

MUNICIPALITY	ESTIMATED NEED	STORAGE CAPACITY	DELIVERY LOCATION
Shillington Borough	200 tons	200 tons	999 E. Broad, Shillington 19607
Borough of Sinking Spring	200 tons	200 tons	728 Roth St., Sinking Spring 19608
South Heidelberg Twp.	600 tons	1,600 tons	N. Galen Hall & Mountain Top Rds. , and/or S. Sandy Lane - salt sheds
Spring Township	3,000 tons	2,500 tons	Rear of 2800 Shillington Rd., Sinking Spring 19608
St. Lawrence Borough	150 tons	28 tons	Salt Shed-1200 Carsonia Ave., 19606
Tilden Township	400 tons	300 tons	874 Hex Highway, Hamburg 19526
Tulpehocken Twp.	150 tons	150 tons	22 Rehrersburg Rd., Rehrersburg
Union Township	300 tons	400 tons	177 Center Rd., Douglassville
Upper Bern Township	400 tons	100 tons	25 N. 5 <sup>th</sup> St., Shartlesville 19554
Upper Tulpehocken Twp.	280 tons	250 tons	6501 Old Rt. 22, Bernville 19506
Washington Township	250 tons	500 tons	128 Barto Rd., Barto 19504
Wernersville Borough	275 tons	150 tons	46 N. Elm St, Wernersville, PA 19565
West Reading Borough	250 tons	150 tons	1 <sup>st</sup> Ave. & Chestnut St., West Reading
Windsor Township	300 tons	150 tons	110 Haas Road, Hamburg
Wyomissing Borough	300 tons	500 tons	601 N. Fourth St., Wyomissing 19610
TOTAL:	22,640 tons		

**TOTAL ESTIMATED TONS: TWENTY TWO THOUSAND SIX HUNDRED AND FORTY (22,640) TONS**

# AUTHORIZATION TO EXTEND BID TO ALL AUTHORIZED MEMBERS

## BERKS COUNTY COOPERATIVE PURCHASING COUNCIL

During the term of this bid, the Council would like to afford the same prices, terms and conditions to any current or future member of the Council, even though their requirements are not included in the quantities listed on the bid.

The City of Reading will inform awarded vendor(s) of additional members who would be authorized to purchase against this bid.

\_\_\_\_\_ I will allow authorized members of the Council whose amounts are not listed in these specifications to purchase off this bid.

\_\_\_\_\_ I will NOT allow authorized members of the Council whose amounts are not listed in these specifications to purchase off this bid.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT "A"

Bidders who do not own an approved mine are required to submit this form signed by a corporate officer of the owner of an approved mine that is authorized to sign such a guarantee. Failure to include a signed guarantee with the bid shall result in rejection of the bid.

### MANUFACTURER'S GUARANTEE

I, the undersigned officer of the manufacturer named below do hereby certify that I am authorized to provide this guarantee on behalf of \_\_\_\_\_ ("Bidder") and that in the event the bidder is awarded a contract, we will furnish it with the material listed in its proposal in sufficient quantities to meet all deliveries required by the Council for the awarded items. I understand that this document is subject to the provisions of the Unsworn Falsification of Authorities Act (18 P.S. Section 4964).

\_\_\_\_\_  
MANUFACTURER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

PLEASE NOTE: Bidders are not required to complete this form if they are offering to provide material from an approved mine which they own.

PROPOSAL FOR HIGHWAY ROCK SALT FOR THE 2011-2012 SEASON FOR  
THE BERKS COUNTY COOPERATIVE PURCHASING COUNCIL

Proposal of

---

(name)

---

(address)

TO: City of Reading  
815 Washington Street  
Reading, PA 19601

Dear Madam or Sir:

In conformity with Council plans and specifications, all as prepared by the Berks County Cooperative Purchasing Council (BCCPC) and after an examination of the site of the work, and the Contract Documents, including the instructions to Bidders, Form of Proposal, Bid Bond and Conditions, the undersigned submits this proposal, and encloses herewith as proposal guaranty, a Certified Check, Bank Cashier's Check or Bid Bond, in an amount not less than ten percent (10%) of the bid herein submitted, which it is understood will be forfeited if this proposal is accepted by the BCCPC, and the undersigned fails to furnish approved bonds and execute the contract within the time stipulated; otherwise, the guarantee will be returned.

The undersigned declares that no Member of Council, Director of Department, Director of Division, deputy thereof or clerk therein, or other officer of the BCCPC or any of its members, is directly or indirectly interested as principal, surety or otherwise in this proposal or in the performance of the contract work or business to which it is related, or in any portion of the profits thereof.

It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract and furnish surety company bonds, on the forms enclosed in the Contract Documents, in the amount of one hundred percent (100%) of the contract price within ten (10) days of mailing of the contract documents from the Council to the Principal, and to begin work within ten (10) days after finalization of the Contract Documents.

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workman-like manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the the BCCPC and its members for furnishing Highway Rock Salt for the unit prices as herein bid:

HIGHWAY ROCK SALT TO BE DELIVERED TO INDIVIDUAL MUNICIPALITIES AT THE LOCATIONS SPECIFIED:

\$ \_\_\_\_\_ /TON  
(figures)

\_\_\_\_\_  
(written) /TON

TOTAL FOR APPROXIMATELY TWENTY THOUSAND NINE HUNDRED NINETY-SIX (20,996) TONS OF HIGHWAY ROCK SALT:

\$ \_\_\_\_\_  
(figures)

\_\_\_\_\_  
(written)

HIGHWAY ROCK SALT TO BE PICKED-UP BY INDIVIDUAL MUNICIPALITIES AT THE STOCKPILE LOCATION SPECIFIED BY THE BIDDER:

\$ \_\_\_\_\_ /TON  
(figures)

\_\_\_\_\_  
(written) /TON

PICK-UP LOCATION(S) TO BE LISTED BELOW:

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, this proposal has been executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_. by the setting hereunto of his or its hand and seal.

FOR INDIVIDUAL:

\_\_\_\_\_(Seal)  
(Signature of Individual)

Witness:

\_\_\_\_\_

Trading and Doing Business as:

\_\_\_\_\_

FOR PARTNERSHIP:

\_\_\_\_\_  
(Name of Partnership)

Witness:

\_\_\_\_\_

By:

\_\_\_\_\_(Seal)

\_\_\_\_\_

\_\_\_\_\_(Seal)

\_\_\_\_\_

\_\_\_\_\_(Seal)

\_\_\_\_\_

\_\_\_\_\_(Seal)

\_\_\_\_\_

(Partners)

(Witness)

FOR CORPORATION:

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
(Officer or Auth. Rep.)

Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

Witness:

\_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me on

this \_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Title: \_\_\_\_\_

My commission expires:

\_\_\_\_\_

(Corporation Surety)

\_\_\_\_\_  
(Name of Corporation)

By: \_\_\_\_\_  
\*\*(Attorney-in-Fact)

Witness:

\_\_\_\_\_  
(Corporate Seal)

\*\*Attach an appropriate power of attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

## NON-COLLUSION AFFIDAVIT

### INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antirigging Act, 73 P.S. 1611 et seq., 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 is authorized to legally bind the bidder.
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 preparation, 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 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.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly  
(Name)

sworn, deposes and says that:

(1) He/She is \_\_\_\_\_  
(Owner, Partner, Officer, Authorized Representative or Agent)

of \_\_\_\_\_, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the BCCPC or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the BCCPC or any of its members, which the Bidder will be required to perform.

I state that \_\_\_\_\_  
(Name of Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by the BCCPC 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 the BCCPC of the true facts relating to the submission of bids for this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Position

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: