

REQUEST FOR PROPOSALS

Sealed proposals are being requested by the Borough Council of the Borough of Shippensburg, Cumberland and Franklin Counties, Pennsylvania, for the following chemicals:

Chlorine (gaseous)
Ferric Chloride
Hydrofluosilicic Acid (25% solution)
HiCal Quality (QL) Water 1/8 x 0 Lime
Sodium Zinc Metaphosphate
Sodium Hypochlorite (12.4% Solution)
Micro-C 2000
Sodium Permanganate (20% Solution)
Sodium Hydroxide (50% Solution)
Heating/Fuel Oil # 2

Sealed proposals, clearly marked and labeled as per page one of the Specifications, are due no later than **Tuesday, November 13, 2018 at 1:00 PM (Eastern Standard Time)**. This is a twenty-four (24) month contract beginning January 1, 2019 through December 31, 2020. Proposals received after this deadline will be returned, unopened to the contractor. Delivery of the proposal package in accordance with the deadline established is the sole responsibility of the contractor.

Sealed proposals are to be delivered, in accordance with the deadline established above, to:

111 North Fayette Street
P. O. Box 129
Shippensburg, Pennsylvania 17257-0129

Proposals must be upon forms furnished by the Borough of Shippensburg and can be obtained at the Shippensburg Borough Office or at www.borough.shippensburg.pa.us. While contractors may make comments to clarify their proposal, contractors cannot change, modify, delete or make additions to the wording of any of the Proposal Documents. Unauthorized conditions, alterations, exceptions, limitations, or provisions attached to a proposal may be cause for rejection of the proposal. Any questions regarding the Proposal Documents shall be submitted as Requests for Interpretation and the Proposal Documents may only be modified by Addendum issued by the Borough prior to the opening date. A payment bond and proposal bond are not required for this bid or Agreement.

The Borough intends to award a contract at the Shippensburg Borough Council public meeting scheduled for Tuesday, November 20, 2018, beginning at 6PM at the Borough Office located at 111 North Fayette St. Shippensburg, PA, to the overall lowest responsible contractor for each item, as determined by the Borough to be in the best interest of the Borough and reserves the right to award separate contracts for the various chemicals included in this Proposal to separate contractors.

The Borough reserves the right to accept or reject any or all proposals, to waive any informality in the proposals and to accept any proposal which it deems to be in the best interest of the Borough.

Kevin Plasterer
Secretary

PROPOSAL

TO: Borough of Shippensburg, Cumberland and Franklin Counties, Pennsylvania

FOR: Supplying Chemicals

Pursuant to the request for proposals for the above-mentioned supplies, the undersigned agrees to deliver and supply said items to the Borough of Shippensburg, as required by and in strict accordance with the specifications and to perform all other obligations imposed by the contract, for the prices named in the following schedule:

Item No. 1: - 35 – 150 lb Chlorine Cylinders, approximately per year.	
<u>Unit Price</u>	<u>Total Price</u>
\$ _____ Per _____ (Figures)	\$ _____ (Figures)
Total Price _____ dollars and _____ cents (Write Out)	(Write Out)
If awarded a contract on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.	
Time required after receipt of order to make delivery, as specified, is _____ days.	

Item No. 2: - 20,000 Gallons Ferric Chloride, approximately per year.	
<u>Unit Price</u>	<u>Total Price</u>
\$ _____ Per _____ (Figures)	\$ _____ (Figures)
Total Price _____ dollars and _____ cents (Write Out)	(Write Out)
If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.	
Time required after receipt of order to make delivery, as specified, is _____ days.	

Item No. 3A: - 12 – 55 Gallon Containers of Hydrofluosilicic Acid, approximately per year.	
<u>Unit Price</u>	<u>Total Price</u>
\$ _____ Per _____ (Figures)	\$ _____ (Figures)
Total Price _____ dollars and _____ cents (Write Out)	(Write Out)
If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.	
Time required after receipt of order to make delivery, as specified, is _____ days.	

Item No. 3B: - 80 – 30 Gallon Containers of Hydrofluosilicic Acid, approximately per year.

<u>Unit Price</u>	<u>Total Price</u>
\$ _____ Per _____	\$ _____
(Figures)	(Figures)
Total Price _____ dollars and _____ cents	
(Write Out)	(Write Out)

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ days.

Item No. 4: - HiCal Quality (QL) Water 1/8 x 0 Lime – 450 Tons, approximately per year.

<u>Unit Price</u>	<u>Total Price</u>
\$ _____ Per _____	\$ _____
(Figures)	(Figures)
Total Price _____ dollars and _____ cents	
(Write Out)	(Write Out)

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ days.

Item No. 5: - 40 – 50 lb Bags - Sodium Zinc Metapolyphosphate 2000 lbs, approximately per year.

<u>Unit Price</u>	<u>Total Price</u>
\$ _____ Per _____	\$ _____
(Figures)	(Figures)
Total Price _____ dollars and _____ cents	
(Write Out)	(Write Out)

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ days.

Item No. 6A: - 34-15 Gallon Drums – Sodium Hypochlorite (12.4% Solution), approximately per year.

<u>Unit Price</u>		<u>Total Price</u>
\$ _____	Per _____	\$ _____
(Figures)		(Figures)
Total Price _____	dollars and _____	cents
(Write Out)		(Write Out)

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ days.

Item No. 6B: - 90-55 Gallon Drums – Sodium Hypochlorite (12.4% Solution), approximately per year.

<u>Unit Price</u>		<u>Total Price</u>
\$ _____	Per _____	\$ _____
(Figures)		(Figures)
Total Price _____	dollars and _____	cents
(Write Out)		(Write Out)

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ days.

Item No. 6C: - 65-55 Gallon Drums – Sodium Hypochlorite (12.4% Solution), approximately per year.

<u>Unit Price</u>		<u>Total Price</u>
\$ _____	Per _____	\$ _____
(Figures)		(Figures)
Total Price _____	dollars and _____	cents
(Write Out)		(Write Out)

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ days.

Item No. 7: - 20,000 Gallons – MicroC 2000, approximately per year.

<u>Unit Price</u>		<u>Total Price</u>
\$ _____ (Figures)	Per _____	\$ _____ (Figures)
Total Price _____ (Write Out)	dollars and _____	cents (Write Out)

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ days.

Item No. 8: - 30 – 55 Gallon Drums – Sodium Permanganate (20% Solution), approximately per year.

<u>Unit Price</u>		<u>Total Price</u>
\$ _____ (Figures)	Per _____	\$ _____ (Figures)
Total Price _____ (Write Out)	dollars and _____	cents (Write Out)

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ days.

Item No. 9: - 24,000 Gallons - Heating Oil # 2, approximately per year.

<u>Unit Price</u>		<u>Total Price</u>
\$ _____ (Figures)	Per _____	\$ _____ (Figures)
Total Price _____ (Write Out)	dollars and _____	cents. (Write Out)

The Heating Oil Bidder shall furnish is sold under the brand name of _____

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ hours.

Item No. 10: 5,000 gallons – Sodium Hydroxide (50% Solution)

<u>Unit Price</u>		<u>Total Price</u>
\$ _____	Per _____	\$ _____
(Figures)		(Figures)
Total Price _____	dollars and _____	cents
(Write Out)		(Write Out)

If awarded a contract, on the basis of this Proposal, the undersigned pledges to make delivery in full conformity with the specifications and in accordance with the delivery schedule below, barring delays beyond the control of the undersigned.

Time required after receipt of order to make delivery, as specified, is _____ days.

TECHNICAL CRITERIA

Item No. 1:

Chlorine shall comply with State and Federal Health and Safety Regulations for use with potable water and with all applicable requirements of ANSI/AWWA B301-92. All chemicals must be NSF Approved and all chemicals/containers must be labeled NSF Approved.

Chlorine, in 150 lb. containers, shall be delivered every two (2) months or as directed by Borough of Shippensburg, to the Shippensburg Water Plant on Forge Hill Road, Roxbury, Pennsylvania. Approximately 15 - 150 lb. containers shall be delivered to the above location per year.

Chlorine shall be in gaseous form, in 150 lb. cylinders, capable of being connected to gas feeder lines.

Contractors shall not charge a deposit fee on the cylinders.

Item No. 2:

Ferric Chloride shall be delivered to Shippensburg Wastewater Treatment Plant, 963 Avon Drive, Shippensburg, PA 17257. No more than 5,000 gallons shall be delivered as directed by the Borough of Shippensburg, to one (1) 6,000 gallon tanks at the Shippensburg Wastewater Treatment Plant.

Item No. 3A & B:

Hydrofluosilicic Acid shall comply with State and Federal Health and Safety Regulations for use with potable water and with all applicable requirements of ANSI/AWWA. All chemicals must be NSF Approved and all chemicals/containers must be labeled NSF Approved. Delivery of order shall occur within five (5) business days of placement of the order unless approved in writing by the Borough of Shippensburg..

Hydrofluosilicic Acid 25%, commonly known as Fluoride, must be in liquid form, free of impurities and in 30 and 55 gallon drums.

Hydrofluosilicic Acid 25% shall be delivered as directed by Borough of Shippensburg, to the Shippensburg Water Treatment Plant, Forge Hill Road, Roxbury, Pennsylvania. Approximately 10 - 30 gallon and 3 - 55 gallon drums shall be delivered as directed by the Borough, to the above location per year. The Borough will not pay any added charges such as drum cleaning.

Item No. 4:

Lime shall be delivered, in bulk, by tanker truck, not to exceed 30 Tons per shipment, to the Wastewater Treatment Plant, at 963 Avon Drive, Shippensburg, Pennsylvania. Tanker truck must be equipped to unload the lime into the Plant's storage silos. Lime must be delivered, as directed by the Borough of Shippensburg, before 1:00 p.m.

High Calcium Ground Lime:

Product Specifications	
CaO (Total)	≥94
Available CaO	≥90
Slaking Rate	Temperature Rise (°C)
C/30 seconds	≥16
C/3 min.	≥44
Size Distribution	% Passing
# 4	100
# 6	≥98
# 20	≥64
# 30	≥56
# 60	≥40
# 100	≥26
# 200	≥31

Item 5:

Sodium Zinc Metaphosphate shall comply with State and Federal Health and Safety Regulations for use with potable water and with all applicable requirements of ANSI/AWWA. All chemicals must be NSF Approved and all chemicals/containers must be labeled NSF Approved.

Sodium Zinc Metaphosphate, commonly known as Zinc Polyphosphate, must be in powder form, free of impurities and in 50 lb. bags.

Zinc Metaphosphate shall be delivered to Shippensburg Water Treatment Plant, Forge Hill Road, Roxbury, Pennsylvania. Approximately 40 - 50 lb. bags shall be delivered per year to the above location as directed by the Borough.

Item 6A, B C:

Sodium Hypochlorite shall comply with State and Federal Health and Safety Regulations for use with potable water and with all applicable requirements of ANSI/AWWA B301-92. All chemicals must be NSF Approved and all chemicals/containers must be labeled NSF Approved.

Item 6A – 34-15 Gallon Drums shall be delivered to Shippensburg Water Treatment Plant, Forge Hill Road, Roxbury, Pennsylvania as directed by the Borough per year.

Item 6B – 90-55 Gallon Drums shall be delivered to Well # 2 – 2229 Lindsay Lot Road, Shippensburg, PA 17257 as directed by the Borough per year.

Item 6C – 65-55 Gallon Drums shall be delivered to Well # 3 – 1238 Baltimore Road, Shippensburg, PA 17257 as directed by the Borough per year.

Item 7:

MicroC 2000 is a propriety chemical that shall be delivered to Shippensburg Wastewater Treatment Plant, 963 Avon Drive, Shippensburg, PA 17257. Approximately 2050 gallons shall be delivered as directed by the Borough of Shippensburg, to one (1) 2,050 gallon tanks at the Shippensburg Wastewater Treatment Plant.

Item 8:

Sodium Permanganate (20% Solution) must meet ANSI/NSF Standard 60: Drinking Water Treatment Chemicals – Health Effects and meet or exceed AWWA Standard B603-03. Sodium Permanganate (20% Solution) shall be delivered at the request of the Borough of Shippensburg to Shippensburg Water Treatment Plant, Forge Hill Road, Roxbury, Pennsylvania. Approximately 2- 55 gallon drums will be delivered at the request of the Borough of Shippensburg.

Item 9:

Heating Oil # 2 shall be pumped into (1) one 5000-gallon tank and (1) one 2000-gallon tank at the Wastewater Treatment Plant at 963 Avon Drive, Shippensburg, PA 17257.

Item 10:

Sodium Hydroxide (50% Solution) must meet ANSI/NSF Standard 60: Drinking Water Treatment Chemicals - Health Effects and meet or exceed AWWA Standard B501-08. Sodium Hydroxide (50% Solution) shall be delivered at the request of the Borough of Shippensburg to Shippensburg Water Treatment Plant, Forge Hill Road, Roxbury, Pennsylvania.

Sodium Hydroxide (NaOH) shall be 50% solution by weight and shall be supplied in a liquid state.

Sodium Hydroxide shall be delivered, approximately 500 gallons, once every month or as directed by the Borough of Shippensburg, to one (1) 600 gallon tank at the Shippensburg Water Treatment Plant, Forge Hill Road, Roxbury, Pennsylvania.

General Information:

Upon award of any part of this bid, the Safety Data Sheets (SDS) for that chemical shall be provided to the Borough of Shippensburg in electronic format. Paper copies of the SDS shall accompany the first shipment of the chemical as well as any time that the SDS may be updated.

All products shall be labeled in accordance with the Pennsylvania Right-to-Know Law.

All chemicals supplied must meet all federal, state and local standards, laws and regulations for quality and safety requirements and must conform to the Specifications. Chemicals not meeting these conditions will be deemed unacceptable and may be returned to the Contractor at no charge.

All products, where applicable, must comply with the most recent ANSI/NSF Standard Specifications, unless otherwise indicated in the Specifications.

All chemicals must be properly labeled with all federal, state and local laws and requirements including OSHA, ANSI/NSF where applicable.

For chemicals that are delivered in drums, the empty drums must be removed from the delivery site upon delivery of new, unopened drums. Failure to remove the empty drums will result in the loss of the contract and a deduction in the amount of the cost by the Borough of Shippensburg, to dispose of the empty drums.

Deliveries are accepted between 8AM and 2 PM Monday - Friday or as specified in specifications. Drivers must call one hour prior to delivery time.

SPECIFICATIONS

GENERAL: Sealed proposals will be received by the Borough Council of the Borough of Shippensburg, Pennsylvania, until Time and Date specified in the Request for Proposals, for the item listed to be furnished to the Borough of Shippensburg, during the period of twenty-four (24) months (January 1, 2019 through December 31, 2020). The proposal price shall remain firm for the entire period of the Contract. A proposal cannot be withdrawn after the expiration of the time set for receiving proposals, nor can letter, telegram or verbal statement make any change in price or other details.

Proposals shall remain open for a period of sixty (60) days from the date of Opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of opening.

PRICES AND OTHER INFORMATION MUST BE LEGIBLY TYPEWRITTEN OR PRINTED IN INK

PREPARATION OF PROPOSAL: In making tenders, contractor shall use the forms included with these specifications, returning the same intact, together with such supplementary specifications as called for herein. Contractors may provide comments to clarify or describe their technical offer, but cannot change, modify, delete or make additions to the wording to any of the Documents, including but not limited to the Agreement, Specifications, or the Proposal form. Unauthorized conditions, exceptions, limitations, or provisions attached to the proposal may be cause for rejection.

ALL PROPOSALS SHALL BE SUBMITTED IN SEALED ENVELOPES PLAINLY MARKED WITH THE NAME OF THE SERVICE, COMMODITY, PRODUCT OR EQUIPMENT BEING ACQUIRED

CONTRACT: The contractor, to whom any contract hereunder may be awarded, will be required to furnish the Borough with an executed contract for furnishing the material covered by these specifications, within ten (10) days after the date of receiving written notice that his proposal has been accepted. In case the contractor fails or neglects to furnish an executed contract within the specified time, the contractor will be considered as having abandoned the contract and is in default to the Borough, and thereupon the work may be awarded to the next lowest and acceptable contractor, or may be re-advertised and re-let, and the contractor so defaulting may be held for the difference between the sum to which he would have been entitled on the fulfillment of the contract and that which the Borough may be obliged to pay to any higher and acceptable bidder to whom the contract may be later awarded.

PAYMENT: Acceptance of and payment for the material to be furnished hereunder shall be made in accordance with the terms and conditions stated in the contract attached hereto.

TAXES: The bidder shall **NOT** include any Federal Excise Taxes or Pennsylvania Sales Tax in his bid. The Borough is exempt from paying such taxes and will furnish an exemption certificate, as required.

SHIPPING AND DELIVERY: The Contractor shall deliver the goods subject to the Agreement, select the carrier, and bear all costs of packaging, transportation, insurance, special handling, and any other cost associated with shipment and delivery. Delivery of each good is F.O.B. (prepaid) to the specified Point of Destination.

The Contractor shall be responsible for unloading the goods from the carrier, unless otherwise indicated in the Specifications. The risk of loss and insurable interests transfer from the Contractor to the Borough upon the Borough's receipt of the goods at the Point of Destination. The Borough reserves the right to reasonably change this location if it is in the best interest of the Borough. Additional Delivery requirements may be contained in the Specifications.

All materials will be delivered within the time indicated following placement of an order by the Borough for that item in the Specifications. The Borough reserves the right to reject items delivered late and the Contractor shall be responsible for any cost difference incurred by the Borough if chemicals must be purchased elsewhere.

TERMINATION AND SUSPENSION: The Contractor acknowledges and understands that the goods subject to this Agreement are integral for the proper functioning of certain Borough facilities, including but not limited to the Water Treatment Plant and Wastewater Treatment Plant, and that failure to comply with any terms of this Agreement may result in damages to the Borough. Consequently, the Borough may terminate this agreement upon seven (7) days written notice to the Contractor should the Contractor fail to comply with any of the provisions of this Agreement, including but not limited to failure to deliver the specific goods within the timeframe or in the specific amount as established these Documents.

In addition, the Borough has the right to suspend performance of the Agreement, without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension.

QUANTITIES AND MATERIALS: The quantities specified are estimates only per year. The Borough reserves the right to purchase quantities, as needed, or to purchase no product. Proposal prices shall be per unit and not on the basis of the estimated total amount.

35 - 150 lb. Cylinders – Chlorine
20,000 Gallons - Ferric Chloride
12-55 Gallon Containers of Hydrofluosilicic Acid (23% solution)
80-30 Gallon Containers of Hydrofluosilicic Acid (23% solution)
450 Tons - HiCal Quality (QL) Water 1/8 x 0 Lime
40 - 50 lb. Bags – Sodium Zinc Metapolyphosphate
34 – 15 Gallon Drums – Sodium Hypochlorite (12.4% Solution)
155 – 55 Gallon Drums – Sodium Hypochlorite (12.4% Solution)
20,000 Gallons – Micro-C 2000
30 – 55 Gallon Drum – Sodium Permanganate (20% Solution)
5,000 Gallons – Sodium Hydroxide (50% Solution)
24,000 Gallons - Heating Oil #2

The Contractor may only deliver goods as authorized in the Agreement and only after the receipt of a purchase order or other authorized document from the Borough. All orders must be in writing.

The shelf life must be indicated on the product, and no expired products will be accepted. If products are delivered with insufficient shelf life to meet the particular needs of the Borough for that Item during the term of the Agreement, the product may be returned.

All chemicals must be shipped in the containers as indicated in the Specifications, unless otherwise authorized by the Borough.

All chemicals supplied must meet all federal, state, and local standards, laws, and regulations for quality and safety requirements and must conform to the information in these Bidding Documents, including but not limited to these Specifications and the Technical Criteria in the Proposal form. Materials not meeting these conditions will be deemed unacceptable and may be returned to the Contractor at no charge to the Borough.

The Borough will not pay any additional drum cleaning charges, deposit charges, or demurrages charges.

WARRANTY: The Contractor shall warrant and guarantee that such goods supplied under this Agreement will be of merchantable quality and fit for the ordinary purposes for which such goods are sold. The Contractor shall warrant and guarantee that such goods shall conform to information in these Documents, including but not limited to the Specifications and the Technical Criteria in the Proposal.

With respect to breach of warranty claims by the Borough, the Borough shall provide the Contractor with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach of warranty has occurred. The Contractor shall have ten (10) days from receipt of the written notice declaring the breach (or such longer period of time as the Borough may grant in writing) within which to cure the alleged breach. These provisions shall be in addition to all other rights and remedies available to the Borough under the Agreement and any applicable laws.

INDEMNIFICATION: The Contractor and its sub-consultants shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, sub-consultants, agents, servants, and/or anyone acting under the Contractor's control and/or the Contractor's direction, in the performance of the requirements of this Agreement. The Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of the Contractor or its sub-consultants.

CONTRACTOR AFFIDAVIT

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned bidder hereby represents as follows:

- A. That he/she has carefully examined the Proposal, the Contract, the Information for Bidders and the Specifications.
- B. That no officer, agent, or employee of the Borough of Shippensburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under.
- C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
- D. That should this Proposal be accepted by the Borough of Shippensburg within forty-five (45) days of the opening of bids, he/she will execute the Agreement and furnish the properly executed bonds and insurance certificates within the time and in the form and amount required by the Contract and Specifications. Upon his/her failure, neglect or refusal to do so, the Borough of Shippensburg will not grant the bid, but shall award the bid to the next lowest, qualified bidder.

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative Signature

Print Full Name

Title

Business Address of Bidder

Phone # /Fax #

Email Address

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-Bid-Rigging 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 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 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 non-competitive 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, will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____ :

County of _____ :

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

5. _____, its affiliates, subsidiaries, officers,
(Name of Firm)

directors and employees are not currently under investigation by any governmental agency and have not, in the last three (3) years, been convicted or found liable or any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the
(Name of Firm)

above representations are material and important and will be relied on by Borough of Shippensburg 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 Borough of Shippensburg of the true facts relating to the submission of bids for this contract.

_____ Name

_____ Title

Commonwealth of Pennsylvania
County of _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____,
20 _____.

Notary Public

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2018, by the Borough of Shippensburg, 111 North Fayette Street, Shippensburg, Pennsylvania, hereinafter called the Owner, Party of the First Part; and

A CORPORATION known as _____
organized and existing under the Laws of the State of _____

A PARTNERSHIP known as _____
consisting of the following members: _____

AN INDIVIDUAL _____
trading as _____
of _____ Street, City of _____
State of _____

hereinafter called the Contractor, Party of the Second Part.

WITNESSETH, that the Parties hereto do mutually agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to and to perform all other obligations imposed by this Contract for the furnishing of _____ in strict accordance with the Specifications listed:

- | | |
|--------------------------|----------------------------|
| A. Request for Proposals | D. Contractor Affidavit |
| B. Proposal | E. Non-Collusion Affidavit |
| C. Specifications | F. This Agreement |

ARTICLE II. The Contractor agrees that the applicable unit shall be supplied no later than the time specified in the Proposal.

ARTICLE III. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to change orders) in accordance with the prices stipulated in the Proposal and in the manner provided in ARTICLE IV.

ARTICLE IV. Payments to the Contractor shall be made as follows:

The Contractor shall invoice the Borough. Payment will be NET 30. The invoice must include, at a minimum, the date(s), item and rate.

ARTICLE V. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract, or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI. The products to be supplied herein shall be, at all times, subject to the inspection of the Borough and/or its authorized agents.

ARTICLE VII. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period equal to the guarantee time after written approval by the Borough.

ARTICLE VIII. In the event of conflict between any of the Contract documents, the provisions of this Agreement shall govern.

ARTICLE XI. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, and in the event of dispute the venue of any action brought hereunder, shall be in Cumberland County Court of Common Pleas.

ARTICLE X. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

ARTICLE XI. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF the Parties hereto have signed this Contract the day and year first above written.

Attest: _____

By: _____
Name and Title
(Print or Type)

Signature

Company

Phone No.

Email Address

Attest: _____

By: _____
President
Shippensburg Borough Council

Secretary