

WESTTOWN TOWNSHIP BID NOTICE

Sealed proposals will be received by Westtown Township, 1039 Wilmington Pike, West Chester, PA 19382, until 10:00 AM Monday, September 18, 2023, at which time bids will be opened for the following:

SODIUM CHLORIDE - WINTER 2023 - 2024 (Minimum 1,200 tons)

Specifications and bid information are available at the above address, or on the Township website <http://www.westtownpa.org/roads-public-works/>. Proposals must be on the forms furnished by Westtown Township, in a sealed envelope marked “**SODIUM CHLORIDE BID - WINTER 2023 - 2024**” and must include the name, address, and phone number of the bidder on the outside. Bids must be accompanied by a bid bond or certified check in the amount of \$1500.

This is a cooperative bid on behalf of the following Chester County, PA municipalities:

East Goshen Township
West Goshen Township
Westtown Township

Westtown Township reserves the right to reject any or all bids as is deemed in the best interest of the Municipalities.

**PROPOSAL FOR SODIUM CHLORIDE
DEPOSIT OF PROPOSALS
SPECIFICATIONS**

All envelopes containing **BID PROPOSALS** shall be clearly marked:

“SODIUM CHLORIDE BID – WINTER 2023- 2024”

Westtown Township
1039 Wilmington Pike
West Chester, PA 19382

Sealed Proposals will be received on or before 10:00 AM, Monday, September 18, 2023. Bids will be opened at 10:00 AM on the same date. Proposals must be mailed or delivered to the above address.

Supplier agrees to furnish and deliver those items for which prices have been indicated on the Schedule of Prices in accordance with the following specifications.

SPECIFICATIONS:

Sodium Chloride shall conform to the requirements of the AASHTO M 143 for Type 1, Grade 1, with the following exceptions and additional requirements:

1. Moisture content shall not exceed 2% by weight for stockpile delivery.
2. All salt shall be uniformly treated with an anti-caking compound (Anti-Cake, Storite, or equal). The compound shall be introduced uniformly throughout the Sodium Chloride at such a rate that a minimum of 20 ppm anti-caking compound shall be present.
3. Any salt that is not full-flowing and in usable condition upon arrival at its destination will be rejected.

NUMBER OF UNITS: MINIMUM 1,200 TONS

CONTRACT SHALL EXPIRE ONE YEAR FROM DATE OF AWARD

2023 - 2024 Sodium Chloride Amount per Municipality

Municipality	Contract Amount
East Goshen Township 1580 Paoli Pike West Chester, PA 19380 Mark S. Miller: 610-692-7171, x3402 Delivery: Same as above	500 tons
West Goshen Township 1025 Paoli Pike West Chester, PA 19380 Mark Bertolami: 484-614-5851 Delivery: Same as above	500 tons
Westtown Township P.O. Box 79 Westtown, PA 19395 Mark Gross: 610-633-8909 Delivery: 10 E. Pleasant Grove Road West Chester, PA 19382	200 tons

CONTRACTOR'S CERTIFICATION

Company Name: _____

Contact Person: _____

Address: _____

Phone: _____ Email: _____

1) **It is hereby certified as follows:**

i) The only person(s) having an interest in this proposal is (are) included owner(s) of: _____

ii) None of the above persons is an employee of the Municipalities.

iii) This proposal is made without collusion with any other person, firm, or corporation.

iv) All specifications referred to above have been examined by the supplier. The supplier understands that the quantities indicated herein are approximate and are subject to change as may be required, and that all work is payable on the basis of the unit prices listed on the Schedule of Prices (page 5).

2) **Accompanying this proposal is a certified check or Bid Bond in the amount of \$1500, made payable to Westtown Township, as a proposal guarantee** which, it is understood, will be forfeited in the case that the supplier fails to comply with the requirements of the proposal. The contract amount is based upon the minimum tonnage, delivered price.

3) **The supplier will provide the Municipality with a Performance Bond at 100% of contract amount**, conditioned upon the faithful performance of the contract.

4) **Each Municipality herein listed shall be named in the performance bond** for its proportionate share, and the exercise of this bond by any Municipality shall not exclude any other Municipality from doing the same, nor shall that be construed to be an enjoinder of all Municipalities to that action, unless so specified by each Municipality.

5) **Orders:** Each Municipality shall be responsible to place its own orders, quantity as needed throughout the year, receive shipments, check each delivery for compliance with these specifications, and make payment to the vendor. Westtown Township will not be responsible for obligations of any other Municipality.

6) **Deliveries:** Shall be made to participating Municipalities within seven (7) calendar days of receipt of order. All salt shall be protected in transit by waterproof coverings. ***Failure to deliver within specified time limit shall enable the Municipality to purchase from other sources and exercise all or any rights contained within the Performance Bond.***

SCHEDULE OF PRICES

Excess Quantity Provision: Provide pricing for FOB and Delivery of materials purchased over and above the contract amount per Municipality. The additional unit cost shall not be more than 10% of the base price.

Quote Price FOB & Delivered for contract amount per Municipality		Quote Price FOB & Delivered for quantity over contract amount per Municipality	
FOB Stockpile Unit Price	Delivered Price	FOB Stockpile Unit Price	Delivered Price
_____	_____	_____	_____
-	-	-	-

FOR COMPANY: _____

SIGNATURE:

BY: _____ Title _____ Date _____

NAME: _____
(Please Print)

WITNESS OR ATTEST:

BY: _____ Title _____ Date _____

TO BE EXECUTED ONLY IN THE EVENT THE ABOVE PROPOSAL IS ACCEPTED:

ACCEPTED BY Westtown Township:

SIGNATURE:

BY: _____ Title _____ Date _____

WITNESS OR ATTEST:

BY: _____ Title _____ Date _____

Date: _____ Total Amount of Contract: \$ _____

(Contract quoted on delivered unit price for estimated needs per Municipality.)

**PERFORMANCE BOND
(WITH CORPORATE SURETY)**

Performance Bond # _____

KNOW ALL MEN BY THESE PRESENTS, That we: _____

(Name & Address of Contractor)

as Principal and _____
(Surety Company Name)

a corporation incorporated under the laws of the State of _____
(Name of State)

as Surety, are held and firmly bound unto _____
(Name of Municipality)

in the full and just sum of \$ _____ dollars lawful money of the United States of America, to be paid to the above Municipalities or its assign, for which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has entered into a contract with the above Municipalities, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounded Principal, as contractors, shall in all respects comply with and faithfully perform the terms and conditions referred to and made a part thereof, and such alterations as may be made in said specifications as therein provided, and shall well and truly, and in a manner satisfactory to the Municipality, fulfill all obligations as therein set forth, then this obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval of the Municipality of the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety has duly executed this bond
under the Seal, on _____
(Date of Bond)

SEAL

ATTEST BY: _____
(Contractor) (Title)

WITNESS: _____
(Title)

SEAL

ATTEST BY: _____
(Surety Company) (Title)

WITNESS: _____
(Title)