

**ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT BIDDING COMMITTEE  
2018**

**BID # 2018- 10  
SIDEWALK DEICER MATERIAL**

**PLEASE CONTACT JESSICA HORAN-KUNCO WITH QUESTIONS  
AT JHKUNCO@ERIEAREACOG.ORG  
OR (814) 454-1770**

**PROPOSAL FROM:**

**COMPANY:** De Santis Solutions  
**ADDRESS:** 100 Mead Ave  
Meadville Pa 16335  
**CONTACT NAME:** Gay De Santis  
**PHONE #:** 800-942-1656  
**E-MAIL:** gdesantis@desantisolutions.com  
**DATE:** 4/17/18

# **ERIE AREA COUNCIL OF GOVERNMENTS**

150 East Front Street · Suite 300 · Erie, PA 16507  
Phone (814) 454-1770 · Email [jhkunco@erieareacog.org](mailto:jhkunco@erieareacog.org)

TO: ALL PROSPECTIVE BIDDERS  
FROM: EACOG'S JOINT MUNICIPAL BIDDING COMMITTEE  
SUBJECT: SOLICITATION OF BIDS -- **Sidewalk Deicer Material**  
DATE: April 17, 2018

Sealed proposals will be received by the Erie Area Council of Governments' Joint Bidding Committee, acting on behalf of the County of Erie, the City of Erie and Lawrence Park Township. Proposals must be enclosed in a sealed envelope addressed to the Erie Area Council of Governments' Joint Municipal Bidding Committee, and should bear the name and address of the bidder and the item or items which are bid on the exterior of the sealed envelope.

**Bids may be dropped off until 12:00 PM (Noon), Tuesday, May 1, 2018 at our new offices:**

**Erie Area Council of Governments  
150 East Front Street, Suite 300  
Erie, PA 16507**

**or received by mail** addressed to the Erie Area Council of Governments' Joint Municipal Bidding Committee at the same address. **Do not submit any bids via e-mail.**

All bids submitted shall be **publicly opened and read aloud** at:

*Erie Municipal Building (City Hall)  
5<sup>th</sup> Floor Room 500  
626 State Street, Erie, PA 16501*  
**on Tuesday May 1, 2018 at 2:00 P.M.**

Items for which bids will be received include:

## **Sidewalk Deicer Material**

The role of the EACOG'S Joint Bidding Committee is to combine the participant's anticipated annual material requirement, to agree on a standard Bidding specifications acceptable to all participating municipalities and to seek competitive bids for all items jointly, in an effort to receive a lower, more equitable price for all participating local governments. Each municipality reserves the right to reject any and all bids.

If you have any question regarding the following Bidding specification/procedures, please contact Jessica Horan-Kunco, Executive Director at 814-454-1770 or [jhkunco@erieareacog.org](mailto:jhkunco@erieareacog.org).

**ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT BIDDING COMMITTEE**

**INSTRUCTIONS TO BIDDERS**

ARTICLE I - DEFINITIONS

Wherever used in these contract documents or specifications, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

Bidder - Any person, firm, or corporation submitting a bid.

Contract - The signed written agreement between the Owner and the Contractor covering the materials, supplies, equipment, product and/or services to be purchased.

Contract Date - The effective date of the beginning of the Contract time. Such date to be in accord with Article IX and to be indicated by the Owner in the notice of award.

Contract Documents - The contract documents shall consist of the advertisement for bids or notice to bidders; bid security; performance bonds; instructions to bidders; form of proposal; the Contract, the general and special conditions of contract; and the detail specifications, including all modifications thereof incorporated in any of the documents before the execution of the Contract.

Contract Term - The calendar period stated in the Contract and/or Form of Proposal for the completion of the project and/or Contract as specified.

Contractor - The person, firm, or corporation with whom the Owner has executed the Contract.

Form of Proposal - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the material and/or services to be furnished.

Modification - Any written amendment of any of the contract documents (including change orders) duly executed and delivered after executions of the Contract.

Notice - Written notice shall be deemed to have been duly served if delivered in person or electronically to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation.

Number - The singular shall be deemed to include the plural, and the plural the singular, as the context may require and is the masculine gender.

Owner - During bidding procedures, the Owner shall be represented by the Erie Area Council of Governments' Joint Municipal Bidding Committee. During the Bidder selection and contract terms selection, and after the finalization of the Contract with the individual Participants, the Owner shall generally be understood to be the Participants named in the contract document and/or each Contract.

Participants - Those current or future member municipalities of the Erie Area Council of Governments and other specified Municipalities, Municipal Authorities, and School districts who hereby desire to participate in the Erie Area Council of Governments' Joint Municipal Bidding Program. These member municipalities shall include but are not limited to the City of Erie; Boroughs of Edinboro, Girard and Wesleyville; the Townships of Franklin, Girard, Greenfield, Harborcreek, Lawrence Park, LeBoeuf, Millcreek, Summit and Venango.

Security - Bid bond, performance bond, payment bond, certified check, and other instruments of security, furnished by the bidder and his surety in accordance with the contract documents.

#### ARTICLE II - AWARD, EXECUTION OF DOCUMENTS, DELIVERY OF BONDS

The award of the Contract, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose proposal complies with all the prescribed requirements. No award will be made until the Owner has concluded such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidder to complete the project or to provide the requested material, supplies, equipment, product and/or services to the satisfaction of the Owner, within the time prescribed. **The Owner reserves the right to reject the bid of any Bidder who does not pass such investigation to the Owner's satisfaction.**

The Owner reserves the right to reject any or all bids, in whole or part, and to waive any informality in bids received when such is in the best interest of the Owner and to reject the bid(s) of a Bidder who in the opinion of the Owner is not in a position to perform the Contract. Each municipality reserves the right to reject any bid, without jeopardizing the bid price to those municipalities who desire to award or accept the bid.

In analyzing bids, the Owner may take into consideration alternates and unit prices if requested by the Form of Proposal. The Owner will give the successful Bidder written notice of the award within sixty (60) day after the opening of the bids. The Owner shall be required to take the proper action to accept or reject the bids submitted with sixty (60) days of the bid opening.

Each municipality will execute its own Contract with the successful bidders and shall be liable only for supplies, equipment, material, product and/or services contracted for by itself. Each successful Bidder shall be required to invoice each participating municipality separately.

Upon notification and within ten (10) days of the execution of the contract documents and at the discretion of the municipality the contractor may be required to deliver a performance bond as security for the faithful performance of this Contract. The performance bond will be provided to each of the awarding municipalities payable to each municipality. The performance bond shall be in the amount of fifty percent (50%) of the Contract amount based on the estimated quantities of the awarding municipality detailed elsewhere and the bidder's proposed price.

Failure of the successful Bidder to execute the contract documents and deliver any required security within ten days (10) of the notification of the award shall be just cause for the Owner to annul the award and declare the bid and any guarantee thereof forfeited.

The bid security of all Bidders except that of the two (2) apparent lowest Bidders will be returned within one (1) month of the bid opening. The bid security of the two (2) apparent lowest bidders will be returned upon finalization of the agreement with the successful Bidder.

#### ARTICLE III - REQUIREMENTS FOR SIGNING BIDS

Each bid must give the full business name and address of the Bidder and be signed by him with his usual signature. Bids shall be signed in ink. Bids which are not signed by the individual making them, should have attached thereto a power-of-attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids by partnership must furnish the full name of all partners and must be signed in the partnership name by all of the partners or by an attorney-in-fact.

If signed by an attorney-in-fact, there should be attached to the bid a power-of-attorney evidencing authority to sign the bid(s) executed by the partners. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature of the president or vice-president, or other officer of the corporation authorized to bind it in these matters; together with the impression of the corporate seal, attested by the secretary of the corporation. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

#### ARTICLE IV - CERTIFIED STATEMENTS

Bidders may be required to submit sworn statements of their financial responsibility, technical qualifications, previous experience, performance record or other pertinent data designed to indicate the Bidder's capability to execute this Contract competently and successfully.

#### ARTICLE V - CHANGES WHILE BIDDING

During the bidding period, Bidders may be furnished with bulletins or addenda for additions or alteration to the bidding specifications. These shall be included in the bid proposal and shall become a part of the contract documents. The Bidder shall be required to indicate the receipt of such addenda.

#### ARTICLE VI - WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid at any time prior to the scheduled time

for the receipt of bids. No bid may be withdrawn after the time and date set forth in the Notice to Bidders, which indicates when bids shall be opened. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

#### ARTICLE VII - CONTRACT MODIFICATION

After the contract date, **the EACOG members and joint bidding participants reserve the right to enter into a Contract with a successful Bidder--**utilizing the initial or established bidding terms, conditions and prices--for any supplies, product, material, equipment and/or services that was included in the successful Bidders' initial joint bid proposal. This procedure will permit a participating municipality to fulfill its municipal code's bidding regulations and furthermore allow a participating municipality to enter into a Contract with a successful Bidder, even though that municipality was not included in the initial bid request. **This provision is not extended to municipalities that are neither EACOG members nor Joint Bidding participants, a list of eligible participants is included in the Special Conditions section.**

If for any reason, the initial bidding specifications include or fail to include a minor and/or closely related requirement--that is desirable of the Owner to change, add to or delete from the awarded Contract--the Owner shall have the right, through the issuance of a change order and granting approval of the Contractor, to change, add to or delete from the Contract, such minor or closely related requirements. (Examples of changes, additions or deletions of minor or closely related requirements shall include, but are not limited to--colors, sizes or accessory equipment).

#### ARTICLE VIII - VERBAL STATEMENTS

No verbal or oral interpretation of plans or specifications will be given before the award of the Contract. Discrepancies, omissions, or doubts as to the meaning of plans or specifications should be communicated to the Owner in writing for clarification. Any interpretation made will be in the form of an addendum to the specifications which will be forwarded to all Bidders by registered mail. See Article V.

#### ARTICLE IX - CONTRACT DURATION

Unless otherwise noted or specified, all Contracts shall commence with the Contract Date and expire on May 30, 2019 or on May 30<sup>th</sup> of subsequent years if extended. Those municipalities having Contracts for supplies, equipment, material, product and/or services whose term extends into the period covered by this Contract time will have the right to participate in a Contract with the successful Bidder as their individual obligations expire.

#### ARTICLE X - BIDS OR PROPOSALS

All bids must be indicated upon the Form of Proposal attached hereto. Bidders shall submit the completed bid documents either by mail or hand delivered. All proposals must be addressed as outlined in this document. The Bidders may bid on any or all items called for in the Form of Proposal; if an item or alternate is called for on a type of equipment or material or method on which the Bidder does not desire to bid, he may insert the words "No Bid" in the space provided for prices on such item(s) or alternate(s). If it is determined by the Owner to use alternate type of

equipment, type of material, or method--the fact that the cost of an alternative type of equipment, material or method bid by a Bidder may be lower than that chosen, shall not constitute the basis or a claim by the Bidder that the Contract shall be awarded to him. In the case that a Bidder desires to bid on an alternate, he shall set forth in the space provided in the Form of Proposal the explanation and amount to be added or deducted from the base bid. If an alternate price called for does not involve a change in price, the Bidder shall so indicate by inserting the words "No Change" in the space provided. If any type of discount is offered by the Bidder for prompt payment of bills or other consideration, such may also be set forth on the Form of Proposal.

Erasures or changes in a bid must be explained or noted over the signature of the Bidder. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for in the proposal or irregularities of any kind, may be rejected by the Owner as being incomplete.

#### ARTICLE XI - DEVIATIONS/ ALTERNATE PROPOSALS

Bidders desiring to submit proposals on materials, supplies, product, equipment and/or services in substantial conformance to these specifications but not meeting some details of the specifications exactly, shall list the specific deviations in the space provided in the Form of Proposal. Bidders should be aware that such a bid will be thoroughly evaluated but that it also will be considered as an alternate bid within the meaning of Article X and, therefore, the Owner does not obligate itself to award the Contract to such a Bidder although this bid price may be lower than the lowest bid in conformance with these Specifications. The Owner reserves the right to decide which bid most nearly meets the intent of these Specifications.

#### ARTICLE XII - BIDDERS'S RESPONSIBILITY

Each Bidder is required to familiarize himself with all of the attached forms, including but not necessarily limited to Notice to Bidders, Instructions to Bidders, Contract Form, Notice of Award, Special Conditions, Detail Specifications, and forms. Each Bidder will be held responsible to fully comply therewith. Each Bidder must acquaint himself thoroughly with the conditions under which materials, supplies, equipment, product and/or services shall be utilized.

#### ARTICLE XIII - QUANTITIES

The estimated quantities given in the Special Conditions are for bidding purposes only. **The estimated quantities are based on each municipality's estimated volume for the period. The Owner does not guarantee any given quantity.** The municipalities may purchase more or less than the estimated amounts, and the vendor may not assume that these estimates are a part of the Contract. The vendor shall be required to supply the participating municipalities on an as-needed basis, throughout the Contract duration.

#### ARTICLE XIV - TAXES

All bid prices are to be less Federal, State or local taxes except as required by law.

JOINT BIDDING SPECIFICATION

SIDEWALK DEICER MATERIAL

ERIE AREA COUNCIL OF GOVERNMENTS'

JOINT MUNICIPAL BIDDING COMMITTEE

APRIL 17, 2018

Administered by:

Erie Area Council of Governments  
150 East Front St.  
Suite 300  
Erie, PA 16507  
814-454-1770  
jhkunco@erieareacog.org



ERIE AREA COUNCIL OF GOVERNMENTS  
JOINT BIDDING COMMITTEE

SPECIAL CONDITIONS

2018

Sidewalk Deicer Material

General

Bids are requested for a Sidewalk Deicer for Erie County, the City of Erie, and Lawrence Park Township with the same bid prices available if needed by the following Erie Area Council of Government members and joint bidding participants: Edinboro Borough, Franklin Township, Girard Borough, Girard Township, Greenfield Township, Harborcreek Township, LeBoeuf Township, Millcreek Township, Summit Township, Venango Township and Wesleyville Borough.

The lowest responsible bidder and the contract award shall be determined by the each Municipality calculating the lowest, combined, delivery price for Materials anticipated to be utilized during the contract time.

Bidders are to complete on the space provided in the Form of Proposals, the requested prices for furnishing the materials specified for delivery, and a product name and description.

Each Municipality shall determine which products will best meet their needs.

Bidders may include additional detailed material documentation as an attachment.

The estimated yearly volume of Sidewalk Deicer required by the participants follows:

<u>Material requested:</u>	<u>Participant:</u>	<u>Approximate Quantity in 50# bags</u>
Ice Melt compound	City of Erie	200
Ice Melt compound	County of Erie	400
Ice Melt compound	Lawrence Park Twp	75

Bidders are welcome to submit alternative materials for consideration by the participants in the quantities requested.

Use of Alternate Products shall be evaluated by participants.

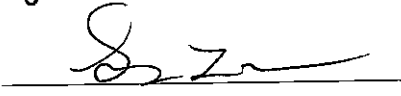
Bid Security Not Required.

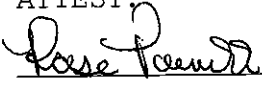


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2018  
Sidewalk Deicer Material**

Accompanying this Proposal is a certified check/bid bond (circle one) in the amount of Not Required dollars made payable to the Erie Area Council of Governments, Erie, Pennsylvania, which is agreed, shall be retained as liquidated damages by the Erie Area Council of Governments if the undersigned fails to execute a Contract in conformity with the Contract Documents and furnish any specified bonds within ten (10) days after notification of award of the Contract to the undersigned. It is agreed that this Proposal may not be withdrawn for a period of sixty (60) days from the opening thereof.

I/We hereby certify that I/we have read, understand, and agree to all the conditions outlined in the Solicitation of Bids, Instructions to Bidders, Special Conditions, Detail Specifications, and all other parts of the Document. I am/We are the only person(s) interested in the Proposal as principal(s). This Proposal is made without collusion with any person, firm or corporation.

Company DeSantis Solutions  
Address 100 Mead Ave  
Meadville, PA 16335  
Phone 800-942-1656  
E-Mail gdesantis@desantisolutions.com  
Signed   
Name GARY L. DESANTIS  
(Type or Print)  
Title Secy  
Date 4/18/18

ATTEST:  
  
Accts Payable Mgr.  
(Title)

(SEAL)