



PROPOSAL AND CONTRACT FOR EQUIPMENT AND/OR MATERIALS ONLY \*

INSTRUCTIONS ON PAGE 3

(THIS PROPOSAL INCLUDES INSTRUCTIONS TO BIDDERS)

A. DEPOSIT OF PROPOSALS.

- 1. All envelopes containing Bid proposals shall be clearly marked "Bid Proposal for letting of 3/5/2024 ." DATE

COGAN HOUSE TOWNSHIP MUNICIPALITY (NAME & TYPE)

Sealed Proposals will be received on or before NOON , on the above Letting Date. TIME

THERESA ROUPP SECRETARY

Bids will be opened and read at approximately 6:20 PM , on the above Letting Date. TIME

4609 STATE ROUTE 184 TROUT RUN, PA 1777

ADDRESS

MUNICIPAL CONTACT PHONE NUMBER

PROPOSALS MUST BE MAILED OR OTHERWISE DELIVERED TO THE ABOVE ADDRESS.

- 2. Supplier agrees to furnish and deliver those items for which prices have been indicated on the Schedule of Prices (Attachment 1) in accordance with the current PennDOT Specifications (Pub. 408), except bidders need not be prequalified by PennDOT (Sec. 102.01). It is understood that: (1) Bituminous materials will be purchased weight or converted gallons at 60 F. (2) Supplier must furnish Form CS-4171, CERTIFICATE OF COMPLIANCE and/ or TR-465 DAILY BITUMINOUS MIX CERTIFICATION. (3) The Municipality reserves the right to make an award on the basis of quotations received for any item or on the basis of the aggregate total for all like items on which quotations are received.

- 3. Contract shall expire in one year from Date of Award or December 31, 2024 (DATE)

B. CONTRACTOR'S CERTIFICATION

Proposal of \_\_\_\_\_ (NAME OF CONTRACTOR) \_\_\_\_\_ (ADDRESS)

- 1. It is hereby certified as follows:
  - a. The only person (s) having an interest in this proposal is (are) [include owners of leased equipment]: \_\_\_\_\_
  - b. None of the above persons are employees of the municipality.
  - c. This proposal is made without collusion with any other person, firm or corporation.
  - d. All specifications referred to above have been examined by the suppliers. 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 (Attachment 1).
- 2. Accompanying this proposal is a certified check or bid bond in the amount of \$ N/A made payable to the municipality, as a proposal guarantee which, it is understood, will be forfeited in case the supplier fails to comply with the requirements of the proposal.
- 3. Name(s) of source(s) of supply of bituminous materials.

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

\* For Contract Projects, use MS-944.

- 4. The supplier will comply with all requirements of the laws and implementing regulations of the Commonwealth of Pennsylvania and of the United States relating to human relations, equal opportunity and non-discrimination in employment, and will pay to workmen employed in the performance of the contract the wages to which they may be entitled and, when required by law, not less than the applicable prevailing wage.
- 5. The supplier will provide the municipality with a performance bond in the amount of 50% of the contract, conditioned upon the faithful performance of the contract.

**WITNESS OR ATTESTED BY:**

TITLE: \_\_\_\_\_



\_\_\_\_\_  
SUPPLIER

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



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

**ACCEPTED ON:**

**ATTESTED BY:**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
MUNICIPALITY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
TITLE:

TOTAL AMOUNT OF CONTRACT:

\_\_\_\_\_  
TITLE:

\$ \_\_\_\_\_

ITEMS INCLUDED IN CONTRACT:

## SCHEDULE OF PRICES - MATERIALS

BIDDER NAME: \_\_\_\_\_

1	2	3*	4**	5	6	A	7	B	8***	C
ITEM NO.	APPROX. QUANTITY	UNIT	DESCRIPTION	REMARKS AND / OR DELIVERY DATES	UNIT PRICE FOB PLANT	TOTAL (2 x 6)	UNIT PRICE DELIVERED AT JOB SITE	TOTAL (2 x 7)	UNIT PRICE DELIVERED AS DIRECTED	TOTAL (2 x 8)
1	23,000 +/-	GALLON	EDP - 30 DUST RETARDENT	HAULED/HEATED & APPLIED						
			***BID BOND NOT REQUIRED***							

\* Gallons - Tons - Feet - etc.

\*\* Includes Class - Size - Diameter

\*\*\*For Bituminous or other Pavements in Place, Use Form 944

ALL COLUMNS MUST BE COMPLETED UNLESS OTHERWISE INDICATED.

USE OF CUTBACK ASPHALT IS PROHIBITED BETWEEN MAY 1 st  
AND OCTOBER 31 st EXCEPT AS NOTED IN BULLETIN NO. 25.

**PERFORMANCE BOND  
(With Corporate Surety)**

**Attachment # 2**

**KNOW ALL MEN BY THESE PRESENTS, That we,** \_\_\_\_\_

\_\_\_\_\_ as Principal and \_\_\_\_\_

\_\_\_\_\_ a corporation incorporated under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ as Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ in the full and just sum of \_\_\_\_\_

( \$ \_\_\_\_\_ ) dollars lawful money of the United States of America, to be paid to the above

Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the above bounden Principal has entered into a contract with the above Municipality, 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 bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications 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 to the Municipality or 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 or forbearance being hereby waived.

**IN WITNESS WHEREOF**, the said Principal and Surety have duly executed this Bond under Seal, pursuant to due and legal action authorizing the same to be done on \_\_\_\_\_

( DATE OF BOND )



**Attest / Witness**

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

**BY**

\_\_\_\_\_  
TITLE:



**Attest / Witness**

\_\_\_\_\_  
SURETY COMPANY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE: