



Township of Salisbury

LEHIGH COUNTY, PA

Cathy Bonaskiewich
Township Manager
2900 South Pike Avenue
Allentown, PA 18103
P: 610-797-4000 F: 610-797-5516

September 7, 2018

To: Prospective Bidder

From: Cathy Bonaskiewich, Township Manager

Re: Request for Quotation - Police & Public Works Storage Facility

Request For Quotation Package contains the following:

- | | |
|----------------------------------------|-----------------------------------------------|
| • Cover Memo | • Maintenance Bond |
| • General Specifications/Scope of Work | • Performance Bond |
| <u>Attachments:</u> | • Non-Collusion Affidavit |
| • Quote Sheet | • Non-Discrimination/Sexual Harassment Clause |
| • Reference Form | • Certification of Non-Segregated Facilities |
| • No Quote Reply Form | • Building Layout/Sketch |
| • Bid Bond | |
| • Payment Bond | |

Questions: See Section **12.0** for contact information and procedures.

Quotation Due Date: On or before 2:00 PM, Local Time, Friday, October 5, 2018

To Submit a Quote: Please review the entire Request For Quotation package, then complete either the Quote Sheet and the Reference Form or the No Quote Reply Form.

E-mail, Fax, Mail or Hand Delivery to:

Cathy Bonaskiewich
Township of Salisbury
2900 S. Pike Ave
Allentown, PA 18103
Phone: (610) 797-4000
Fax: (610) 797-5516
E-mail: cbonaskiewich@salisburypennpa.org
RFQ for PD/DPW Building

NOTE: THE ENTIRE PACKET NEED NOT BE RETURNED.

Insurance: Proof of insurance will be required from the contractor prior to issuance of Purchase Order.

**POLICE/PUBLIC WORKS BUILDING
GENERAL SPECIFICATIONS / SCOPE OF WORK**

Date: September 7, 2018

RFQ PD/DPW Building

1.0 GENERAL:

- 1.1 The Township of Salisbury (Township) is soliciting quotes from firms to provide placement and construction of a pole building for the Police and Public Works Departments. The building will be located on the property located at Black River Road.
- 1.2 Any information offered that is not already specifically included in this packet is considered unofficial unless received in the form of a written Addendum. Verbal instructions are not binding on either the Township or Vendor.
- 1.3 The Township is able to purchase off of contracts coordinated by, or in junction with, the following entities, unless restricted by the specific contract. As such, Vendors are encouraged to offer pricing within the format of this Request for Quote, while following the guidelines and discounts of these contracts, if applicable, and favorable to the Township:
 - 1.3.1 Pennsylvania Department of General Services, including COSTARS
 - 1.3.2 PEPPM
 - 1.3.3 U.S. Communities Government Purchasing Alliance
 - 1.3.4 Western States Contracting Alliance (WSCA)
 - 1.3.5 Federal GSA Schedule 70

2.0 DESCRIPTION:

- 2.1 This bid is for the construction of a Police/Public Works operations and storage building.
- 2.2 Bidders will bid based on the specification sheet in this bid package. Any materials that may be referenced by brand are for reference-purposes only. Bidders are not required to utilize specific brands of materials, provided that the material the bidder specifies is of equal or superior quality as the material on the specification sheets. However, bidders must specify in writing any deviation from bid specifications.
- 2.3 Vendor shall be considered a contracted service and shall provide its own employees, staff, and list of subcontractors to provide the work as agreed upon. Vendor shall give proof of insurance and Pennsylvania contractor's licenses for both the Vendor and any and all subcontractors. Vendor shall provide proof of Workers Compensation Insurance for employees.

3.0 PRICING & DELIVERY:

- 3.1 Vendor is to provide pricing for design, permits, materials, construction, and inspection of a pole building used for the purposes of Police/Public Works operations and storage.
- 3.2 Vendor is to supply pricing for main construction as well as separate alternative bids for any options.
- 3.3 There shall be no additional charges or change orders if a vendor needs to make corrections or repairs based on inspections.
- 3.4 Using the enclosed Quote Form (Attachment B), vendors must provide fixed rates for the materials/services listed. This price should include fuel surcharges, all licenses, fees and/or expenses normally incurred with this type of work.
- 3.5 All prices quoted shall be "F.O.B. Destination", be guaranteed for a minimum period of six (6) months.

4.0 PAYMENTS AND INVOICING:

4.1 All invoices shall be submitted directly to:

Township of Salisbury
Attn: Accounts Payable
2900 S. Pike Ave
Allentown, PA 18103

4.2 Invoices must list Purchase Order number, location, service provided, and the remaining balance of the project.

4.3 Any costs incurred by proposer in preparing or submitting offers are the proposer's sole responsibility. The Township will not reimburse any proposer for any costs incurred prior to award.

4.4 Only products received in new and good condition will be accepted.

4.5 Payment shall be in accordance with the specifications in Attachment A: 10% upon signing; 40% upon start of construction; 30% after shell completion; 20% upon final completion and successful inspection.

5.0 CONFORMING WORK:

5.1 All work performed or managed must be of the highest quality and shall conform to all standards, codes, safety guidelines and design conditions as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities.

5.2 All design, drawings, work, and materials must meet all existing Pennsylvania statewide building codes as adopted by the Township of Salisbury

6.0 QUALIFICATIONS AND EXPERIENCE:

6.1 Vendors must:

6.1.1 Be an established Pennsylvania – licensed contractor, having conducted business as such for a period of at least five (5) years.

6.1.2 Have a minimum of five (5) years in-house experience in the sales and construction of pole buildings of a similar size and nature.

6.1.3 Submit company qualifications with proposal. While pricing shall be the primary factor in the decision of a contractor, company experience and reputation shall also be considered in the decision - making process.

6.1.4 Submit a list of references (Attachment C) for whom the vendor has completed similar work.

6.1.5 Have no notable criminal history including, but not limited to, convictions of crimes greater than a misdemeanor, any sex offense, fraud, larceny, or theft. This shall include all employees and subcontractors working on the job. The contractor, upon contract award, shall submit and ask for permission for any employee with a criminal history greater than a misdemeanor to be approved by the Township of Salisbury. The Township of Salisbury is not obligated to make any approval.

7.0 INSURANCE:

7.1 The selected firm shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under this agreement, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the selected firm shall obtain any other insurance coverage as may be required by law.

7.1.1 General Liability Insurance:

7.1.1.1 Limits of Liability: \$1,000,000 in the aggregate and per occurrence.

7.1.1.2 Coverage: Premise operations, blanket contractual liability, personal injury liability

(employee exclusion deleted), products and completed operations, independent contractors, employees and volunteers as additional insureds, joint liability, and broad form property damage (including completed operations).

7.1.2 Workers' Compensation and Employers' Liability Insurance:

7.1.2.1 Limits of Liability: Workers' Compensation – Statutory Limits. Employers' Liability – Statutory Limits.

7.1.2.2 Other States' coverage and Pennsylvania endorsement.

7.1.3 Automobile Liability:

7.1.3.1 Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

7.1.3.2 Coverage: Township, non-owned and hired vehicles.

- 7.2 All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the Commonwealth of Pennsylvania. The Township requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the Township at least 10 calendar days before work is begun. If the term of this contract coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the Township no later than 30 days after the effective date of the policy.
- 7.3 With the exception of the Professional Liability Insurance Policy, each policy and Certificate of Insurance shall contain an endorsement naming the Township as an additional insured party thereunder; and a provision that at least 30 calendar days prior written notice be given to the Township in the event coverage is canceled or non-renewed or coverage reduced.
- 7.4 If the selected firm desires to self insure any or all of the coverage's listed in this section, it shall provide to the Township documentation that such self insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- 7.5 The Township reserves the right to review categories and levels of insurance coverage held by the selected firm in an ongoing program of risk management. The selected firm will be notified, in writing, of coverage requirements as determined by this review and the firm agrees to secure such requested coverage.
- 7.6 If the selected firm fails to obtain or maintain the required insurance, the Township shall have the right to treat such failure as a material breach of the contract and to exercise all appropriate rights and remedies.
- 7.7 The selected firm shall include all subcontractors as insureds under its policies or shall furnish separate Certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this agreement.
- 7.8 The selected firm shall have insurance language that covers "claims arising in whole or in part out of contract work." The contractor shall be the primary insured over any other insurance of the Township.

8.0 HOLD HARMLESS CLAUSE:

- 8.1 Vendor shall be an independent contractor in respect to its performance under the contract, and shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Vendor. The Vendor agrees to indemnify, defend and hold harmless the Township, its agents and employees for or on account of any damages, loss or injury including the cost of litigation or legal counsel resulting from, but not limited to, the actions of the Vendor or Vendor's employees, volunteers or contractors, in fulfilling the terms of the Contract.

9.0 FEDERAL EXCISE AND PA SALES TAX:

- 9.1 The Township of Salisbury is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. Prices shown in the quote shall exclude such Federal and State Tax amounts.

10.0 EXCEPTIONS:

- 10.1 **Any exceptions to terms, conditions, or other requirements in any part of this Request for Quote must be clearly pointed out. Otherwise, the Township will consider that all items offered are in strict compliance with this Request for Quote, and the successful vendor will be responsible for compliance.**

11.0 AWARD:

- 11.1 Award will be made to the lowest priced responsive and responsible vendor quoting to the specifications. Vendors must include all costs, shipping, etc. in their quote.
- 11.2 Any vendor who has demonstrated poor performance during either a current or previous agreement with the Township may be considered as an unqualified source and their quote may be rejected. The Township reserves the right to exercise this option as is deemed proper and/or necessary.
- 11.3 The contract shall be for a period of no greater than **one (1) year** commencing immediately upon issuance of a Township purchase order.
- 11.3.1 This is the only document that will be used for the resulting contract. **The Township will neither review nor consider signing any additional documentation requested by the successful vendor.**
- 11.4 The Township of Salisbury reserves the right to cancel this contract at any time for unsatisfactory service or noncompliance of any part of these specifications.

12.0 QUESTIONS/CLARIFICATIONS:

- 12.1 Any questions and/or clarifications shall be directed via email to the person noted below, on or before 3:00P.M., Thursday, September 20, 2018. Questions raised after this cut-off will remain unanswered.
- 12.1.1 Cathy Bonaskiewich, Township Manager
Email: cbonaskiewich@salisburytownship.org
- 12.2 Questions answered outside of the parameters described above are neither valid, nor binding upon the Township.

13.0 QUOTE WITHDRAWAL:

- 13.1 If, within twenty-four (24) hours after the Quotes are due, any Vendor that advises in writing there was a material and substantial mistake in the preparation of its Quote, that vendor will be permitted to modify or withdraw its Quote.

14.0 NO QUOTE REPLY:

- 14.1 To assist in obtaining good competition on Request for Quotations, each firm who has received a request, but does not wish to quote, is asked to complete and return the attached No Quote Reply Form (Attachment D). This information will not preclude receipt of future requests unless you either request removal from the Vendors List or do not return either this form, or a bonafide quote.

15.0 COOPERATIVE PURCHASING PROGRAMS:

15.1 **Lehigh Valley Cooperative Purchasing Council (LVCPC):**

- 15.1.1 The Township of Salisbury is a member of the Lehigh Valley Cooperative Purchasing Council (LVCPC), which presently consists of **54 municipalities** (authorities, boroughs, cities, counties, townships, etc.) located within the boundaries of Lehigh and Northampton Counties. Members of

the LVCPC may, at their discretion, avail themselves of contracts awarded by the Salisbury Township Purchasing Office provided the vendor agrees.

15.2 Intergovernmental Cooperative Purchasing:

15.2.1 Pursuant to Section 1902 of Act 57 of May 15, 1998, as amended, (Title 62 PA C.S. 1902), known as the "Commonwealth of Pennsylvania Procurement Code", local public procurement units, local municipalities, and authorities are permitted to participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one (1) or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such a local public procurement (LPP) unit is defined as: a political subdivision, public authority, tax-exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction. LPP units located within the Commonwealth of Pennsylvania, or as otherwise approved by the Township and the vendor may, at their discretion, avail themselves of contracts awarded by the Township of Salisbury, provided the vendor agrees.

15.3 The terms and conditions of the resulting Agreement apply in full, except that unless identified in the Request for Quotation, quantities of items listed herein do not include any requirements for LVCPC members, SPCCPB members or LPP units. Their requirements, if any, will be identified by each member or unit through direct communications with the vendor. All orders, invoices, payments and related transactions will be made directly between the vendor and the individual LVCPC member, SPCCPB member or LPP unit.

16.0 BID BOND:

16.1 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of the bid package.

16.2 A Bid must be accompanied by Bid security made payable to the **Township of Salisbury** in an amount of ten percent (10%) of Bidder's maximum Bid price and in the form of a certified check, bank money order, negotiable U.S. Government Bonds (at par value), or a Bid bond (on the form attached). The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified Check or Bank Draft must be payable to the Township of Salisbury. Cash deposits will not be accepted.

16.3 Bid security will be retained in accordance with the terms of the bid bond attached hereto.

17.0 PREVAILING WAGE ACT:

17.1 The Pennsylvania Prevailing Wage Act applies to the work to be performed under the Contract; therefore, the Contractor must pay to its workers the minimum wage rate established by the Department of Labor and Industry and further the Contractor must assure that its Subcontractors also pay the Subcontractor's workers these same minimum wage rates.

18.0 STEEL PROCUREMENT ACT:

18.1 Special attention is drawn to the provisions of Pennsylvania's Steel Products Procurement Act, which includes cast iron in the definition of steel products. The Contractor is advised that only steel products as defined in said Act shall be used or supplied in the performance of the Contract. The Act defines Steel Products as "Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process and shall include cast iron products and shall include machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to

be a United States steel product only if at least seventy-five (75%) percent of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with section 165 of Public Law 97-424 (96 Stat. 2136)".

- 18.2 Contractor shall provide steel origin certifications of compliance in conjunction with shop drawing submittals, which certification shall be on forms to be provided by the Township.

19.0 PUBLIC WORKS EMPLOYMENT ACT:

- 19.1 PUBLIC WORKS EMPLOYMENT ACT. Pennsylvania's Public Works Employment Act requires contractors and subcontractors performing work on public works projects in this Commonwealth to comply with the Federal E-Verify program (the EVP) to ensure employees are authorized to work in the United States. The EVP is a free Internet-based program operated by the United States Department of Homeland Security that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from the United States Department of Homeland Security and Social Security Administration records to confirm employment eligibility. As a result, every contractor and subcontractor performing work under a public works contract shall utilize the EVP system to verify the employment eligibility of each new employee hired after January 1, 2013; shall submit the official Public Employment Verification Form (Document 00 62 26) to the Authority to ensure compliance with the act; and shall maintain documentation of continued compliance with the act by utilizing the EVP for new employees hired throughout the duration of the public work contract. The Pennsylvania Department of General Services is responsible for administering the program and information, as well as establishing the official Public Works Employment Verification Form that needs to be completed by *contractors and subcontractors*. A copy can be obtained on their website. This has been the appropriate link to that website, although the *Township and Engineer* do not warrant its current accuracy –

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Public-Works-Employment-Verification/Pages/default.aspx>

20.0 MATERIAL AND LABOR BOND (PAYMENT BOND):

- 20.1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Township to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- 20.2 The Payment Bond is intended for the protection of subcontractors and other individuals furnishing labor or materials for the project to the prime contractor.
- 20.3 The Contractor shall use the attached form for the Payment Bond.

21.0 MAINTENANCE BOND:

- 21.1 The Contractor, without cost to the Township, shall pay for any defects which may develop during a period of eighteen (18) months from the date of completion and acceptance of the work performed under said contract, provided such defects, in the judgment of the Township, are caused by defective or inferior materials or workmanship.
- 21.2 The contractor shall complete the attached Performance Bond.
- 21.3 The Maintenance Bond shall be for 100% of the contracted price.

22.0 PERFORMANCE BOND:

- 22.1 The successful bidder shall sign a performance bond, pledging to carry out the terms of the contract.
- 22.2 The Performance Bond shall be for 100% of the contract price and shall be due no later than 20 days after the contract award.

23.0 NON-COLLUSION:

- 23.1 In accordance with the Pennsylvania Antibi-Rigging Act, 73 P.S. § 1611, bidders shall complete the non-collusion affidavit certifying compliance with the Act.

24.0 NON-DISCRIMINATION

- 24.1 Every contract for construction, alteration, or repair of public buildings or public works shall contain language prohibiting discrimination based on all protected classes. That requirement also applies to subcontractors and others acting on behalf of the government. If there are violations, the Township shall terminate the contract, and all money due or to become due shall be forfeited.
- 24.2 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the project contract, or subcontract, the Contractor, any subcontractor(s), and any person acting on behalf of them shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 24.3 The contractor shall complete the attached Non-Discrimination affidavit as well as the Non-Segregated Facility Affidavit.

--End General Specifications / Scope of Work--

ATTACHMENT A
Bid Specifications
Police/Public Works Storage Facility

Post Frame Building Size:

50'x170'x16' (see sketch attached)
8,500 square feet

Footings:

24" Diameter x 10" Thick- Wet-Pour 3500psi Footings

Structural Columns:

4-Ply 2x6 Glulam Posts @ every 8', In-Ground Portions to be pressure treated. Gable columns to extend to top chord of truss.

Skirtboards:

2x10 PT Skirtboard (rated for ground contact)

Truss Headers:

2x12 MSR Headers (Note: overhead door openings require increased engineered support)
Use GRK structural screws for roof header attachment to columns

Side Wall Girts:

2x4 #2 SPF or better @ 24" o.c.

Roofing Purlins:

2x4 #2 SPF or better @ 24" o.c.

Truss Design:

4/12 Pitch @ 48" o.c.

Total truss load 45 psf as follows:

30 psf top chord live load (35 psf ground snow load)

5 psf top chord dead load

10 psf bottom chord dead load

Trusses attached to headers with 2x6 blocks between headers for required uplift wind load

Simpson H10A Hurricane ties on trusses

Simpson H2.5 Hurricane ties on gable end trusses

Bracing Plan:

Design to meet or exceed local codes utilizing diagonal, lateral "X" bracing and wall bracing as required.

Roofing Materials:

28 Gauge ABM Panel Painted Steel (or similar). Color to be determined by Township.

Shall utilize 1-1/2" painted steel roof screws with neoprene washers

Ridge vent must be used

Proper trims shall be included

Painted Snow Guards on front 170' eave, spaced at 9" o.c. (Snow Defender model 4500 or similar)

Siding Materials:

28 Gauge ABM Panel Painted Steel (or similar). Color to be determined by Township.
Shall utilize 1" painted steel side screws with neoprene washers
Proper trims shall be included

Overhangs:

12" Painted steel vented soffit with 6" smooth fascia
Flush gables with rake trims
5K seamless gutters and 3x4 downspouts

Entry Doors:

(4) 3' x 6'8" Flush Panel AJ R51 Responder (or similar) commercial insulated painted steel doors with panic hardware and auto closures

Overhead Doors:

(10) 12x14 Haas (or similar) Commercial overhead insulated doors (steel backer) with torsion spring(s) and interior locks, manual operation

Construction Drawings:

(3) Complete sets of SEALED STRUCTURAL ENGINEERED drawings shall be included. Engineer's seal shall be provided on truss prints.

Excavation Scope of Work:

Shall not be included in the bid. (contractor is responsible for footing excavation)

Final Rake and Seed:

Shall not be included in the bid.

Interior Finish Works:***50x112 Police Area Only***

R-21 Insulation in side walls w/ 29-gauge white liner metal panels and trims, 2x6 Pressure treated skirtboard, 2x4 wall girts @24" o.c.

R-38 Insulation in ceiling w/ 29-gauge white liner metal panel ceiling, trims, and access panels

50x58 Public Works Area

No insulation or metal paneling

50x16 Partition Wall between Police and Public Works Areas

R-21 insulation and 29-gauge white metal panels on both sides of wall

Warranty:

5-year workmanship warranty shall be included

Payment Terms:

10% upon signing, 40% upon start of construction; 30% after shell completion; 20% upon final completion and successful inspection

ATTACHMENT B

QUOTE FORM

TOWNSHIP OF SALISBURY

We, _____, on this the ____ day of _____, 2018 hereby:
(Vendor's Company Name)

- Provide and agree to design and construct as referenced in the General Specifications / Scope of Work and Bid Specifications for the Township of Salisbury, in accordance with this "Request for Quotation".

Pricing is as follows:

POLICE/PUBLIC WORKS STORAGE FACILITY

Pricing to remain firm until end of contract.

DESCRIPTION	COST
<u>Primary Building:</u> Pole Building – as specified. Any deviation from specification shall be submitted on a separate sheet of paper with an explanation of the deviation.	
<u>Total Written Price:</u>	

NOTE: ALL DRAWINGS, SKETCHES AND SITE PLANS MUST BE INCLUDED.

The specifications for this response are considered an integral part of the Proposal and by submitting this Response Form; I agree to meet all conditions of the Specifications.

Signature: _____

Name: _____

Title: _____

Date: _____

We have read the "Required Conditions For all Contracts", and agree to comply with all conditions prior to submission of our proposal.

- Please indicate that you can submit proper required insurance at the execution of the contract:

Yes No (Please circle one)

- Have prepared this quotation in accordance with the requirements of the following contract and/or entity (check one if applicable):

- ____ Federal GSA Schedule 70 – Contract number _____
- ____ Pennsylvania Department of General Services / COSTARS – Contract number _____
- ____ Western States Contracting Alliance (WSCA) – Contract number _____
- ____ U.S. Communities Government Purchasing Alliance – Contract number _____
- ____ PEPPM

- Have received and reviewed the following Addenda (if applicable):

1. _____, dated _____.
2. _____, dated _____.

Vendor Information:

Vendor's Signature: _____ Date: _____

Print Name: _____ Title: _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Federal ID#: _____

Phone number: _____ Fax number: _____

E-mail address: _____

ATTACHMENT C

REFERENCE FORM Police/Public Works Storage Facility

TOWNSHIP OF SALISBURY

1. COMPANY NAME: _____
 ADDRESS: _____

 CONTACT PERSON: _____
 TELEPHONE #: _____
 FAX#: _____

2. COMPANY NAME: _____
 ADDRESS: _____

 CONTACT PERSON: _____
 TELEPHONE #: _____
 FAX#: _____

3. COMPANY NAME: _____
 ADDRESS: _____

 CONTACT PERSON: _____
 TELEPHONE #: _____
 FAX#: _____

ATTACHMENT D
NO QUOTE REPLY FORM
Police/Public Works Storage Facility

TOWNSHIP OF SALISBURY

To assist us in obtaining good competition on our Request for Quotation, we ask that each firm who has received a Request, **but does not wish to quote**, state their reason(s) below and **return this form to the TOWNSHIP OF SALISBURY, 2900 S. Pike Ave, Attn: Township Manager, or fax to 610-797-5516 Attn: Township Manager**. This information will not preclude receipt of future invitations unless you either request removal from the Vendors List by indicating below, or do not return either this form, or a bonafide quote.

Unfortunately, we must offer A "No Quote" at this time because:

- _____ 1. We do not wish to participate in the quote process.
- _____ 2. We do not wish to quote under the terms and conditions of the Request for Quote document.
Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Quote because of the marketing or franchising policies of the
manufacturing company.
- _____ 5. We do not wish to sell to the Township of Salisbury. Our objections are:

- _____ 6. We do not sell the items/services on which Quotes are requested.
- _____ 7. Other: _____

FIRM NAME

WEBSITE (IF APPLICABLE)

STREET ADDRESS

CITY

STATE

ZIP

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNATURE

SIGNATORY'S NAME AND TITLE (PRINTED)

_____ We wish to remain on the Bidders' List.

_____ We wish to be deleted from the Bidders' List.

ATTACHMENT E

BID BOND

(THIS FORM MUST BE USED. NO BOND FORM SUBSTITUTIONS ALLOWED)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

As PRINCIPAL, and

_____, as
SURETY

are held and firmly bound unto the Township of Salisbury hereinafter called the "Township" in the penal sum of _____ Dollars (\$ _____) lawful money of the united States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____ for

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified herein after the opening of the same, or if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified, within the ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Township in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; and in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, the Principal shall pay the Township the amount specified in said Bid Bond, then upon entering Contract in accordance with its terms the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____	_____ (Individual Principal) (SEAL)
_____	_____ (Business Address)
_____	_____ (Individual Principal) (SEAL)

ATTEST:

(Corporate Principal)

(Business Address)

BY: _____
(CORPORATE SEAL)

ATTEST:

(Corporate Surety)

COUNTERSIGNED:

BY: _____

(CORPORATE SEAL)

ATTORNEY-IN-FACT,
STATE OF _____

(Power of Attorney for person signing for Surety Company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____
Secretary of the Corporation named as Principal in the within bond; that _____
who signed the said bond on behalf of the Principal was then _____ of said
Corporation; that I know his signature and his signature thereto is genuine, and that said bond was duly signed,
sealed, and attested to for and in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(TITLE)

ATTACHMENT F

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

TOWNSHIP *(name and address):*

Township of Salisbury
2900 S. Pike Ave
Allentown, PA 18103

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):* Police\ Public Works Facility – Black River Road, Salisbury Township

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Township, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Township to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Township from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Township Default under the Construction Contract, the Surety's obligation to the Township under this Bond shall arise after the Township has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Township or the Township's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Township has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Township against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Township to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Township, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Township to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Township accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Township's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Township, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Township shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Township, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Township shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Township and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Township Default:** Failure of the Township, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Township and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Township shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

ATTACHMENT G

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and _____
as Surety are held and firmly bound unto _____
_____ hereinafter called the Township, in the penal sum of _____
_____ Dollars (\$ _____) for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract, hereto
attached, with the Township, dated _____ 20_____, for _____

NOW THEREFORE, if the Principal shall remedy without cost to the Township any defects which may develop during a
period of eighteen (18) months from the date of completion and acceptance of the work performed under said contract, provided such
defects, in the judgment of the Contracting Officer or his successor having jurisdiction in the premises, are caused by defective or
inferior materials or workmanship, then this obligation shall be void; otherwise to remain in full force or virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____
day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly
signed by its undersigned representative, pursuant to authority of its governing body.

In presence of

_____	_____ (SEAL)
	(Individual Principal)

_____ (Address)	_____ (Business Address)
_____	_____ (SEAL)
	(Individual Principal)

_____ (Address)	_____ (Business Address)
_____	_____ (SEAL)
	(Individual Principal)

_____ (Address)	_____ (Business Address)
_____	_____ (SEAL)
	(Individual Surety)

_____ (Address)	_____ (Business Address)
_____	_____ (SEAL)
	(Individual Surety)

_____ (Address)	_____ (Business Address)
-----------------	--------------------------

ATTEST:

(Corporate Principal)

(Business Address)

_____ By _____ (Affix Corporate Seal)

(Corporate Surety)

(Business Address)

_____ By _____ (Affix Corporate Seal)

The rate of premium of this bond is _____ per thousand.

Total amount of premium charged \$ _____.

(The above must be filled in by corporate surety)

ATTACHMENT H

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

TOWNSHIP *(name and address):*

Township of Salisbury
2900 S. Pike Ave
Allentown, Pa 18103

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):* Police\ Public Works Facility – Black River Road, 18015

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Township, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Township for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Township Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Township first provides notice to the Contractor and the Surety that the Township is considering declaring a Contractor Default. Such notice shall indicate whether the Township is requesting a conference among the Township, Contractor, and Surety to discuss the Contractor's performance. If the Township does not request a conference, the Surety may, within five (5) business days after receipt of the Township's notice, request such a conference. If the Surety timely requests a conference, the Township shall attend. Unless the Township agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Township's notice. If the Township, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Township's right, if any, subsequently to declare a Contractor Default;

3.2 The Township declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Township has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Township to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Township has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Township, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Township for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Township and a contractor selected with the Townships

concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Township the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Township as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Township and, as soon as practicable after the amount is determined, make payment to the Township; or

5.4.2 Deny liability in whole or in part and notify the Township, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Township to the Surety demanding that the Surety perform its obligations under this Bond, and the Township shall be entitled to enforce any remedy available to the Township. If the Surety proceeds as provided in Paragraph 5.4, and the Township refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Township shall be entitled to enforce any remedy available to the Township.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Township shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Township to the Surety shall not be greater than those of the Township under the Construction Contract. Subject to the commitment by the Township to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Township or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Township or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Township, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Township to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Township in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Township and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Township Default: Failure of the Township, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Township and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Township shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

ATTACHMENT I
NON-COLLUSION AFFIDAVIT

Name of Project: Township of Salisbury Police\ Public Works Facility

State of _____)
County of _____) s.s.

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

and that I am authorized to make this Affidavit on behalf of my firm, and its Townships, 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 noncompetitive 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 noncompetitive bid.

5. _____, its affiliates,
(Name of My Firm)
subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last 3 years been convicted or found liable for 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:

6. I state that _____ understands
(Name of My Firm)
and acknowledges that the above representations are material and important, and will be relied on by the TOWNSHIP, in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement of this Affidavit is and shall be treated as fraudulent concealment from the TOWNSHIP of the true facts relating to submission of bids for this Contract.

(Signature)

(Typed or Printed Name)

(Title / Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF _____, 20____.

Notary Public

My Commission Expires (date)

* Involvement in this activity does not prohibit the TOWNSHIP from accepting this bid or awarding a contract; but this may be a ground for determining whether the TOWNSHIP should decide to award a contract based on a lack of responsibility.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antibid-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 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 themselves 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 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.

ATTACHMENT J

NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Name of Project: Township of Salisbury Police\ Public Works Facility

State of _____)

County of _____) s.s.

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

and that I am authorized to make this Affidavit on behalf of my firm, and its Townships, directors and officers.

If awarded a contract for the Work of this project, _____,
(Name of My Firm)

acknowledges and agrees that during the term of the Contract:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the project contract, or subcontract, the Contractor, any subcontractor(s), and any person acting on behalf of them shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Contractor or any subcontractor(s) or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, or color.
3. The Contractor and any subcontractor(s) shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and any subcontractor(s) shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The Contractor and any subcontractor(s) shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the Township and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Non-discrimination/Sexual Harassment Clause.
6. The Contractor and any subcontractor(s) shall include the provisions of this Non-discrimination/ Sexual Harassment Clause in every subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each subcontractor.

7. The Township may cancel or terminate the agreement and all money due or to become due under the agreement may be forfeited for a violation of the terms and conditions of this Non-discrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Contractor or subcontractor in the Contractor Responsibility File.

I further state that _____ understands and
(Name of My Firm)

acknowledges that the above representations are material and important, and will be relied on by the Township and funding agency in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement of this Affidavit is and shall be treated as fraudulent concealment from the Township of the true facts relating to the business practices and human relations policies of my firm.

(Signature)

(Typed or Printed Name)

(Title / Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF _____, 20____.

Notary Public

My Commission Expires (date)

ATTACHMENT K

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicitly directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C., Section 1001.

Date _____, 20____

(Name of Bidder)

Official Address
(including Zip Code):

By: _____

(Typed or printed name)

(Title)

ATTACHMENT L

Building Layout – Sketch:

