

COUNTY OF BERKS

Invitation to Bid # 09-15R-AO

for

Propane

Issued on October 22, 2009

Submittal Deadline:

**Tuesday, November 17, 2009, 5:00 P.M. Local Prevailing Time
Refer to Section One, paragraph 3.1 for submittal instructions.**

Opening Date/Time:

Wednesday, November 18, 2009, 9:00 A.M. Local Prevailing Time

County's Point-of-Contact for this ITB:

Amy E. Oliver, Buyer

Tel: 610-478-6168 ext. 6273 Fax: 610-478-6206 Email: aoliver@countyofberks.com

**Mailing Address: Berks County Services Center, 633 Court Street – 13th Floor,
Reading, PA, 19601**

This Invitation to Bid (ITB) package consists of 29 pages including this cover page and the Table of Contents page. If the ITB package you received is missing any pages, contact the County of Berks Purchasing Department at telephone number (610) 478-6168.

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SECTION ONE

INSTRUCTIONS TO BIDDERS

PART 1 - Introduction and General Instructions

1.1 PURPOSE OF INVITATION TO BID

It shall be the intent and purpose of this Invitation to Bid (ITB) to cover the terms and conditions under which a successful Bidder shall be responsible to supply and deliver Propane and tanks, through sealed bids being requested by the County of Berks (hereinafter "County"), a municipal corporation in Reading, Pennsylvania.

The terms "successful Bidder" and "Vendor" may be used interchangeably throughout this document.

1.2 DUE / OPENING DATES

- a. The cutoff time for receipt of Bids is 5:00 P.M., Local Prevailing Time, Tuesday, November 17, 2009. The County Controller's time clock shall be considered the official time. **There will be no exceptions to this cutoff.** See Section One, paragraph 3.1 for detailed submittal instructions.
- b. Bids will be opened publicly at 9:00 A.M., Local Prevailing Time, the following day, Wednesday, November 18, 2009 in the Purchasing Conference Room located on the 13th Floor of the Berks County Services Center. A summary of bids received (company name and bid amount) will be posted on the Purchasing Department page of the County's website (www.co.berks.pa.us).

1.3 BID MODIFICATION / WITHDRAWAL

- a. Bids may not be modified after submittal. Bidders may withdraw Bids at any time up to the scheduled time for receipt of Bids. Bidders may resubmit Bids provided it is prior to the scheduled time for receipt of Bids.
- b. If, within twenty-four (24) hours after the Bids are opened, any Bidder files a signed and written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Bid, that Bidder will not be permitted to modify its Bid but may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the goods or services to be furnished under this Invitation to Bid.

1.4 BIDDER QUESTIONS / REQUESTED CHANGES TO ITB

- a. Questions, requested changes to the ITB requirements, or requests to bid a product that differs from the specifications must be submitted **in writing** to the County's point-of-contact for this ITB (see cover page) **no later than 5:00PM on Thursday, November 5, 2009.**
- b. Requests to bid a product that differs from the ITB specifications must include detailed specifications on the proposed alternate product(s). If requested by the County, the Bidder shall provide samples of the proposed alternate product(s). Such samples shall be provided at the expense of the Bidder and shall become the property of the County.
- c. Answers to questions, acceptance of requested changes to ITB requirements, or approval of proposed alternate products will be provided in an Amendment to the ITB, which will be posted on the County's website (www.co.berks.pa.us) and notice of the issuance of the Amendment will be given to all parties recorded by the County as having received the ITB documents from the County's Purchasing Department.
- d. Questions answered or responses given outside of the parameters described above are neither valid nor binding upon the County of Berks. A Bid that contains exceptions or offers alternate

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products not previously approved by the County may result in the County rejecting the Bid as a conditioned Bid.

1.5 PREPARATION COSTS

The County will not be responsible for any costs associated with the preparation or submittal of any Bid.

1.6 BIDDERS' RECEIPT OF THE ITB PACKAGE

- a. The County's Purchasing Department is the sole authority to provide the ITB package to interested companies or individuals. Bidders who are working from an ITB package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a bid's errors, omissions or misinterpretations resulting from a Bidder's use of an incomplete ITB package.
- b. Bidders who have received the ITB package from a source other than the County's Purchasing Department or who have downloaded the ITB package from the County's website, are advised to contact the Purchasing Department to provide their company's name, address, telephone number, fax number and contact name. This will ensure that the Bidder will receive all communication regarding the ITB such as Amendments and Clarifications.

1.7 PUBLIC INFORMATION

- a. Under Pennsylvania's "Right to Know" laws (65 P.L. 390 § 66.1, 66.2, 66.3, 21 June 1957), the public is provided access, at any reasonable time, to "any ... contract dealing with the receipt or disbursement of funds by an agency or its acquisition, use or disposal of services or of supplies, materials, equipment or other property ...". The public is to have access to these public records to "have the right to take extracts or make copies of public records and to make photographs or Photostats of the same while such records are in the possession, custody and control of the lawful custodian of such records ...".
- b. In line with the above noted law, the County will make available for viewing the winning bid and associated contract documents by appointment, at the County's Purchasing Department. Requests for photocopies of public documents must be made to the Chief Clerk and will be provided to the requestor for a nominal per page fee.
- c. All bids received become the property of the County.

PART 2 - Standard Bid Award Process

2.1 EVALUATION OF BIDS

The County's intent is to award a single contract for the total requirement of the ITB; however, the County reserves the right to award multiple contracts in any combination that best serves the interest of the County.

2.2 REJECTION OR DISQUALIFICATION OF BIDS

- a. A bid that is incomplete, obscure, conditioned or contains additions not called for or irregularities of any kind, (including alterations or erasures), which are not initialed, may be rejected as non-conforming. Reasons for rejection of a bid at the time of bid opening include, but are not limited to, failure to include a signed bid bond (if required) on the County's form; failure to include a signed consent of security (if required); failure to include a signed Non-collusion Affidavit; and lack of an authorized signature on the bid form.
- b. The County reserves the right to waive a bid's minor irregularities if rectified by Bidder within three (3) business days of the County's issuance of a written notice of such irregularities.

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- c. **Any Bidder who has demonstrated poor performance during a current or previous Agreement with the County may be considered a non-responsible Bidder and their bid may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.**
- d. The County reserves the right to disqualify a bid before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

2.3 AWARD OF BID

- a. The County will award the contract(s) to the lowest responsive, responsible Bidder(s) meeting all terms, conditions, and specifications of the ITB, within sixty (60) days of the opening of the bids. Submitted bids shall remain valid during this sixty-day period. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all bids or parts thereof.
- b. In determining the successful Bidder, the following conditions, among others, will be considered. Whether the Bidder:
 - 1. Maintains a permanent place of business
 - 2. Has adequate equipment to do the Work properly and expeditiously
 - 3. Has suitable financial status to meet obligations incident to the Work
 - 4. Has had experience on projects of similar character and magnitude
 - 5. Is licensed to do business in the Commonwealth of Pennsylvania (applicable to service providers not suppliers of commodities)
- c. Contract award is defined as and understood by the Bidder to be, the date and time that the Berks County Board of Commissioners accepts, by Resolution, the bid of the successful Bidder and directs that a contract be drawn. Furthermore, Notice of Contract Award, is the official notice of the County's acceptance of the bid, which will be communicated in a letter forwarded to the successful Bidder after the said Resolution is passed.

PART 3 - Bid Submission: Format and Content

3.1 SUBMISSION OF BIDS

- a. Bids shall be submitted in one original and two complete copies on 8½" x 11" paper to: County of Berks, c/o County Controller, Berks County Services Center, 633 Court Street, 12th Floor, Reading, PA 19601. Original bid shall be marked "original".
- b. Bids (original and copies) must be enclosed in a sealed, opaque envelope or other container with the words "Sealed Bid – Propane" and the Invitation to Bid number clearly printed on the outside.
- c. **To be considered, bids must be submitted in accordance with the instructions contained in this ITB package.**

3.2 BID SECURITY

- a. Bids must be accompanied by bid security in the form of a Certified Check, Irrevocable Standby Letter of Credit, or Surety Bond in the amount of TEN PERCENT (10%) of the total amount of the Bid. Any surety bond submitted must be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. Surety bonds must be furnished using the form provided herein or a replication of this form by your surety company. Such bid security shall be a guarantee of good faith and is to become the property of the County as just and liquidated damages in the event that the County incurs any losses as a result of the successful Bidder's failure to provide the required performance security within ten (10) business days after the award has been communicated and subsequently enter into a contract.

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- b. Bid security shall be made payable to the “County of Berks”.
- c. The bid security submitted by each Bidder will be returned after a contract has been signed.
- d. **Use of a Bid Bond form other than the one provided herein, Attachment E, or an exact replication of this form is considered a material defect. Failure to include bid security in the bid is considered a material defect. Such bids will be rejected immediately after opening as non-conforming.**

3.3 PERFORMANCE SECURITY

- a. The successful Bidder, when awarded a contract, shall furnish performance security guaranteeing that the work will be completed in accordance with the contract documents and within the time specified. The performance security amount shall be equivalent to FIFTY PERCENT (50%) of the total contract amount. The performance security shall be in the form of a Certified Check, Irrevocable Standby Letter of Credit, or Surety Bond. Surety bonds shall contain language specifying the circumstances or events, which would allow the County to draw against the bond. The Bidder shall pay the entire cost of the performance security. All Bidders are hereby informed that failure to post the required performance security within ten (10) business days of Notice of Contract Award is cause for contract termination, in which case the contract award is voided.
- b. The performance security shall be payable to the “County of Berks”.

3.4 CONSENT OF SURETY

- a. If performance security will be provided in the form of a surety bond, a Consent of Surety (sample form included as Attachment F) must be submitted by all Bidders with their bid packages. The Consent of Surety shall consist of a statement from the Bidder’s bonding company certifying that, if the Bidder is awarded the contract, the bonding company will provide a Performance Bond in the amount of fifty percent (50%) of the total contract award. The Consent of Surety must be accompanied by a Power of Attorney attesting to the signer’s authority to commit the bonding company. The Consent of Surety must not contain any conditions that contradict the terms and conditions of this ITB.
- b. **If performance security will be provided in a form other than a surety bond, Bidder must submit with their bid a statement on company letterhead noting the form in which performance security will be provided.** Acceptable alternate forms of performance security are a Certified Check or an Irrevocable Standby Letter of Credit.

3.5 USE OF BID FORMS

- a. The Bid shall be made on the bid forms included in this Invitation to Bid and all applicable blanks on such forms shall be filled in. The forms to be included in the bid are: Attachment A, Bid Form; Attachment B, Piggyback Agreement; Attachment C, Non-collusion Affidavit; Attachment D, Reference Form; Attachment E, Bid Bond (or other approved form of bid security); and Attachment F, Consent of Surety. **A Bidder’s failure to submit proper documentation may result in the County’s rejection of the bid. Sections One through Four of the ITB package do not need to be included in your bid submission.**
- b. For each line item offered, Bidders shall show both the unit price and extended price. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct and the extended price shall be corrected accordingly.
- c. Bids for supplies or services other than those specified or approved will not be considered.

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3.6 CONFLICT OF INTEREST

- a. To preserve the integrity of County employees and elected officials and to maintain public confidence in the ITB process, the County prohibits the solicitation or acceptance of anything of value by a County employee or elected official from any person seeking to initiate or maintain a business relationship with County departments, boards, commissions, and agencies.
- b. Bidders shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the County or their designees. Nor shall Bidders favor any employee or elected official of the County or their designees with gifts or entertainment of significant cost or value or with services or goods sold at less than full market value.
- c. **It is the Bidder's responsibility to include in their Bid a notification to the County of any principals in the company, their spouse, or their child who are employed by the County, and of any other possible conflict of interest that exists and the nature of that conflict.**
- d. The County reserves the right to disqualify a Bidder or cancel the contract award if any association disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the work to be performed by the Bidder. The County's determination regarding any question of conflict of interest shall be final.

3.7 EVIDENCE OF QUALIFICATIONS

After the bid opening, Bidders must be prepared to present suitable evidence of their compliance with paragraph 2.3.b. herein, within three (3) business days after request by the County.

3.8 EVIDENCE OF FINANCIAL STANDING

After the bid opening, Bidders must be prepared to present suitable evidence of their financial standing within three (3) business days after request by the County. This evidence would include an income statement, balance sheet and statement of cash flow accompanied by an auditor's report attesting to the accuracy of the financial statements.

3.9 EVIDENCE OF INSURANCE

Bidders must provide with their bid a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in Section Three, Special Conditions, of this ITB.

3.10 PROOF OF PRODUCT EQUIVALENCY

If applicable and/or required in Section Four, Technical Specifications, bids must include proof of product equivalency and/or manufacturer specification sheets.

PART 4 – Operation of Resulting Contract

4.1 PRICING

The successful Bidder(s) is required to hold the bid prices fixed and firm for a period of one, three, or five years from the commencement date of the contract. Bids containing references to possible escalation of prices during the initial contract term will be rejected as conditioned bids.

4.2 PAYMENT

Under any contract resulting from the award of this ITB, the County will make payment within 45 days of receipt of a properly prepared invoice. Invoices cannot be submitted more than once per month. Advance billings are not allowed. Invoices may only include charges for goods correctly supplied during the billing period.

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4.3 CONTRACT PERIOD

The contract, which results from the award of this ITB, shall be for a period of one (1), three (3), or five (5) years commencing approximately one month after contract award.

4.4 OPTION TO EXTEND CONTRACT PERIOD

The County reserves the right to extend the contract period for up to three (3) months at the bid pricing. This extension will be utilized only to prevent a lapse of contract coverage and only for the time necessary to issue and award a new Invitation to Bid, but not to exceed three (3) months.

4.5 OPTION TO RENEW CONTRACT

With the agreement of the vendor, the County reserves the option to renew the contract for two additional one-year terms at the quoted prices. Prior to the end of each one-year term, the County will notify the successful Bidder in writing of their decision on whether they wish to renew the contract.

- - - END OF INSTRUCTIONS TO BIDDERS - - -

SECTION TWO GENERAL CONDITIONS

1. DEFINITIONS AND HEADINGS:

(a) "County" or "County of Berks" and "Vendor" or "Contractor" are the parties identified as such in this Agreement.

(b) "Services" means the work identified in this ITB as to be performed by Vendor under the ensuing contract. "Goods" means the equipment or items identified in this ITB as to be supplied by Vendor under the ensuing contract.

(b) All headings of the Articles of these General Conditions are inserted for convenience only and shall not affect any construction or interpretation of the ensuing contract.

2. INSPECTION AND REJECTION: Goods received by the County shall not be deemed accepted until the County has had a reasonable opportunity to inspect. Goods that are discovered to be defective or non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if the defects or non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Vendor shall remove rejected Goods from the premises without expense to the County. Rejected Goods not removed within fifteen (15) days will be regarded as abandoned and the County shall have the right to dispose of such Goods as its own property and shall retain that portion of the proceeds of any sale which represents the County's costs and expenses in regard to the storage and sale of the Goods. Upon notification of rejection, the Vendor shall immediately replace all such rejected Goods with others conforming to the specifications and which are not defective. If the Vendor fails, neglects or refuses to do so, the County shall then have the right to purchase in the open market a corresponding quantity of such Goods and deduct from any monies due or that may thereafter become due to the Vendor, the difference between the price stated and the actual cost thereof to the County. If the amount due the Vendor is insufficient to meet such expenses, the Vendor shall be liable for the excess and the County may proceed against the Vendor through appropriate legal action.

3. PATENTS, COPYRIGHTS, TRADEMARKS: Vendor warrants, represents and covenants that the Goods and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of the Goods.

4. OWNERSHIP OF WORK PRODUCT: The County, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute, and use in whole or in part any submitted report or written materials generated by Vendor pursuant to this project. Employees or agents of the parties shall not divulge, transfer, assign, sell or otherwise convey the other party's proprietary methodologies (designated in writing by each party as proprietary) in any form to a third party, person or organization except as may be specifically agreed to in writing by the affected party.

5. INDEMNITY: Vendor agrees to indemnify and hold harmless the County, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Vendor, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of the contract resulting from this ITB.

6. FORCE MAJEURE: Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of Force Majeure.

7. TERMINATION: The County reserves the right, at any time and for its convenience, to terminate the contract in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods accepted and for Services performed in accordance with the provisions of the contract up to the effective date of termination, less any payments previously made by the County for such Goods or Services, but in no event shall Vendor be entitled to recover loss of profits.

In the event that either the Vendor or the County defaults in the performance of any obligation specified in the contract, the non-defaulting party shall notify the other party in writing and may suspend the contract, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the contract immediately by providing written notice of termination to the other party.

If the County terminates this contract in whole or in part, it may acquire, correct, or replace with services or supplies similar to those terminated, by contract or otherwise, and charge the Contractor the cost occasioned to the County thereby, or make an equitable adjustment in the contract price.

If, during the term of the contract, Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors or become insolvent, Vendor shall give the County written notice of such occurrence as soon as is legally permissible. If such

SECTION TWO GENERAL CONDITIONS

occurrence or proposed occurrence is unacceptable to the County, the County may terminate the contract immediately upon written notice thereof to Vendor.

8. **PERSONNEL ISSUES / REMOVAL OF VENDOR EMPLOYEE:** Vendor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on County property. If the County, in the County's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee has violated the contract by performing unsatisfactory services, interfering with the operation of the County's facilities, bothering or annoying any occupants, visitors, or other vendors then at facility, or that such actions or conduct is otherwise detrimental to the County, then upon the County's written notice, Vendor shall immediately provide a qualified replacement.
9. **NOTICES:** All notices required under the contract shall be in writing. Written notices shall be effective if delivered by hand, or if sent by registered or certified mail, by verified facsimile or by confirmed courier to the address specified for each party in the contract.
10. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of the contract. In the event delivery of Goods or completion of Services is delayed, the County reserves the right, without liability and in addition to its other rights and remedies, to terminate the contract by notice and to purchase substitute Goods or Services elsewhere and charge Vendor with any loss of additional cost incurred.
11. **RECORDS, AUDIT AND INSPECTION:** Vendor shall maintain such billing records as may be necessary to adequately reflect the accuracy of Vendor's charges and invoices for reimbursement under the contract and such other additional records as the County may reasonably require in connection with the contract. Vendor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The County and its duly authorized representatives shall have the right, from time to time and upon reasonable notice, to audit, inspect and verify the records kept by Vendor in connection with the contract. The County and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Vendor's normal business hours, Vendor's production and related facilities utilized to perform its obligations under the contract.
12. **RELEASE OF LIENS:** Before any payment under the contract shall become due, the County, at its option, may require Vendor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Vendor's performance under the contract. Prior to payment, the County reserves the right to require Vendor to furnish the County with a full and complete release of liens from all persons furnishing labor and materials toward the performance of the contract and in any event, Vendor agrees to indemnify and hold harmless the County, its officials, employees and agents from and against any and all liens and encumbrances arising out of Vendor's performance of the contract.
13. **ASSIGNMENT:** Vendor shall not assign the contract in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original contract and to assume the duties, obligations and responsibilities being assigned. Neither the County's approval or designation of any subcontractors or suppliers nor failure of performance thereof by such parties, shall relieve, release or affect in any manner any of Vendor's duties, liabilities or obligations under the contract, and Vendor shall at all times be and remain fully liable under the contract.
14. **PUBLICITY:** Neither Vendor nor any tier subcontractor shall use the name of the County of Berks, or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.
15. **COMPLIANCE WITH LAWS:** In the performance of the contract, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices and secure and pay for temporary permits, licenses, and easements required for performance of the contract.
16. **INDEPENDENT CONTRACTOR:** The employees, subcontractors, methods, facilities and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to the County under the contract shall be that of an independent contractor and nothing in the contract shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venture or partner of the County.
17. **HAZARDOUS MATERIALS:** In the performance of the contract, any hazardous material handled by Vendor while on the County's property shall be strictly controlled by Vendor as to use and disposal. Storage and use of and personal protection in handling such materials must comply with the instructions on the applicable Material Safety Data Sheet(s).

SECTION TWO GENERAL CONDITIONS

18. **ORDERLINESS & CLEANUP:** In the event Vendor provides any on-site Service under the contract, the Contractor shall keep the site free of waste as the work progresses and, on completion of Service, leave the site “broom clean”. In case of dispute, the County may remove waste at Contractor’s expense. In order to comply with the County’s requirement for overall job physical orderliness, Contractor’s tools, equipment and materials furnished for or associated with the Service shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss. Equipment placement and material storage shall be at locations approved by the County. Vendor shall repair any damage to the County’s property and adjacent areas caused by Vendor’s performance of services.
19. **SAFETY & HEALTH:** Vendor shall:
- (a) comply with all federal, state and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the County;
 - (b) promptly report to the County all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;
 - (c) promptly report to the County all cases Contractor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the County with a copy of the OSHA 300 log and all supporting forms; and
 - (d) properly maintain, inspect and supervise its designated work area and roadways to keep them in reasonably safe condition. This responsibility includes Contractor’s right and duty to conduct reasonable and necessary maintenance in the work area and of the roadways to prevent unsafe work conditions from existing. Contractor shall regularly conduct safety audits and inspections to ensure compliance with its responsibility to maintain a reasonably safe work area.
20. **SUBSTANCE ABUSE:** Vendor shall advise its employees and the employees of its subcontractors and agents that:
- (a) It is the policy of the County of Berks to provide a drug-free work environment. To that end the County prohibits the illegal use, possession, sale, manufacture, dispensing and distribution of drugs or other controlled substances on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.
 - (b) Any employee of Vendor who is found in violation of the policy may be removed or barred from the work site at the discretion of the County.
21. **GOVERNING LAW:** The contract shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to any choice of law provision.
22. **VENDOR CERTIFICATION:** Vendor certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government and if the Vendor cannot so certify, then it agrees to submit along with the bid a written explanation of why such certification cannot be made.
- If Vendor enters into subcontracts or employs under the contract any subcontractor or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of the contract or any extensions or renewals thereof, the County shall have the right to require the Vendor to terminate such subcontracts or employment, at no cost to the County. The Vendor agrees to reimburse the County for costs and expenses incurred due to the Vendor’s non-compliance with the terms of this certification requirement.
- The Vendor may obtain the current list of suspended and debarred vendors by contacting the:
- Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
23. **SEVERABILITY:** The provisions of the contract shall be deemed to be severable. Consequently, in the event that any provision of the contract is found to be void or unenforceable, such findings shall not be construed to render any other provision of the contract either void or unenforceable and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.
24. **RESERVATION OF RIGHTS:** Either party’s waiver of any of its remedies afforded under the contract or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party’s rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination of the contract pursuant to the **TERMINATION** clause, shall not relieve or release either party under the contract from any rights, liabilities or obligations which it has accrued under law or under the terms of the contract prior to the date of such termination.

---- END OF GENERAL CONDITIONS ----

SECTION THREE SPECIAL CONDITIONS

1. WARRANTY

Goods furnished as a result of this ITB, whether manufactured or fabricated by Bidder or a third party, shall (a) be new; (b) be first quality; (c) strictly conform to the specifications; and (d) be free from defects in materials and workmanship. Bidder shall be required to promptly replace Goods, after receiving notification from the County of defects or nonconformance. Goods manufactured by a third party and supplied by Bidder shall carry all third party warranties. All warranties shall survive any inspection, delivery, acceptance or payment.

Services performed as a result of this ITB, whether performed by Bidder or a third party, shall be performed in a skilled manner and shall comply with industry standards. Bidder shall promptly re-perform services, after receiving notification from the County of defects or nonconformance of services performed. All warranties shall survive inspection, delivery, acceptance and payment.

2. MATERIAL SAFETY DATA SHEETS (MSDS)

Successful Bidder is required to supply the applicable MSDS on all products supplied to the County or used on County Property.

3. INSURANCE

The successful bidder, at its expense, shall carry and maintain in full force at all times during the term of the contract resulting from this ITB: Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; Business Automobile Liability insurance with a combined single limit of not less than \$1,000,000; Professional Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate; Worker's Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee. Prior to commencement of the performance of the Agreement, Contractor shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the County of Berks, its elected officials, agents, and employees as additional insured under the Comprehensive General Liability coverage**, noting the project on the certificate and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the County. Such certificate shall be issued to: County of Berks, Attn: Kelly A. Laubach, 633 Court Street, 13th Floor Services Center, Reading, PA 19601. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County.

4. TAX EXEMPTION

The County is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The County's registration number with the Internal Revenue Service is 23-6003049. Net prices shown in the bid shall exclude such Federal and State taxes. This statement is not meant to exempt a construction contractor from the payment of sales or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance of contract resulting from this ITB.

5. LIQUIDATED DAMAGES

In the case of default by the successful Bidder(s) in failing to supply goods or perform services in conformance with the requirements of the contract resulting from this ITB, the County may, after providing notification, procure the same from other sources and charge such Bidder(s) for any excess cost of damages resulting therefrom, as liquidated damages. This Article shall not operate or bar the County from exercising any other

6. STEEL PRODUCTS PROCUREMENT ACT

Special attention is drawn to the provisions of the commonwealth of Pennsylvania Steel Products Procurement Act of March 3, 1978 (P>1>6, No. 3), as amended. This Act requires that all steel products used on the project must be made in the United States. The successful Bidder must provide the County with written certification of the source of steel products used before any payments can be made under the contract.

--- END OF SPECIAL CONDITIONS ---

SECTION FOUR TECHNICAL SPECIFICATIONS

1. Summary

This section of the ITB describes the County's requirements for the supply and delivery of Propane and the installation of specified tanks at various locations for the use of various county facilities.

2. Tank Installation

2.1 The County does not own any tanks currently installed at existing locations.

2.2 Vendor shall:

- a. supply and install above ground storage tanks at all County locations at no expense to the County;
- b. supply all required piping, valves, gauges and fittings necessary to service the County's buildings;
- c. immediately remove and dispose of all products which do not meet the Federal Guidelines (FDA) of the specifications of this ITB. Non-conforming product shall be replaced within time period, agreeable by the County, at no additional cost;
- d. coordinate with the current vendor for the removal of existing and installation of new tanks so the County does not have a lapse in service.

3. Item Specifications

3.1 All Propane shall be HD5 Grade (not less than 90 liquid volume percent propane; not more than 5 liquid volume percent propylene).

3.2 All gas, tanks, cylinders, valves, and piping shall conform to the specifications of::

- a. The Gas Processors Association (GPA) Standard 2140-97, entitled "Liquefied Petroleum Gas Specifications & Test Methods," as amended,
- b. National Fire Prevention Association (NFPA) 54 National Fuel Gas Code,
- c. NFPA55 – Standards for the storage, use and handling of Compressed and Liquefied Gases in Portable Containers, latest edition
- d. NFPA 58 entitled "Liquefied Petroleum Gas Code,"
- e. Pennsylvania Department of Labor and Industry regulation entitled "Liquefied Petroleum Gas" (PA code, Title 34, Part1, Chapter 13, Subchapter A).

3.3 All gas shall be carefully loaded and protected during dispensing.

4. Delivery Requirements and Quantities

4.1 Delivery of propane must be made within 1 business day of the date of order placement unless specified as an automatic delivery location or in the event of an emergency, deliveries shall be made within 6 hours of order placement.

4.2 All deliveries shall be made FOB destination.

**SECTION FOUR
TECHNICAL SPECIFICATIONS**

Location	Tank Size (Gallon)	Annual Estimated Quantities (Gallons)	Delivery Hours	Delivery Schedule
Grings Mill (Office and Maintenance shop)(under the bridge) 2083 Tulpehocken Road Wyomissing, PA	2 @ 100 gallons	450	8:30 am – 4:00 pm	On Call
Fire Training 895 Morgantown Road Reading, PA 19607	1,000 gallons	700	8 am – 5:00 pm	On Call
Heritage Center, Maintenance building, Eternal flame (Park & Rec Bldg) Red Bridge Road Bern Township	500 gallons	1,700	7:30 am – 3:00 pm Friday 7:30am – 1:30 pm	Automatic Sept – April, Bi-Weekly/ April – Sept. On Call
Camp Joy (Kitchen) County Welfare Road Leesport, PA	100 gallons	350	7:30 am – 3:00 pm Friday 7:30am – 1:30 pm	Automatic Bi-Monthly
Community Reentry Center 1243 County Welfare Road Leesport, PA	2@ 100 gallons	Not in use at this time	Delivery between 8:00 am - 3:00 pm	On Call
Agricultural Center (Emergency Generator) 1238 County Welfare Road Leesport, PA 610-373-0776	3@100 gallons	50	7:00 am – 2:00 pm	Automatic Annually in May/ On Call
Boiler Plant 1243 County Welfare Road Leesport, PA 610-373-0776	2@100 gallons	700	7:00 am – 2:00 pm	Automatic Monthly
Prison (Weed Burner) 1287 County Welfare Road Leesport, PA	500 gallons	0	Delivery between 8:00 am - 3:00 pm	Automatic Annually in October/ On Call
Prison (Kitchen) 1287 County Welfare Road Leesport, PA	500 gallons	2,450	Delivery between 8:00 am - 3:00 pm	Automatic Monthly

**SECTION FOUR
TECHNICAL SPECIFICATIONS**

Location	Tank Size (Gallon)	Annual Estimated Quantities (Gallons)	Delivery Hours	Delivery Schedule
Prison (Generator) 1287 County Welfare Road Leesport, PA	500 gallons	3,800	Delivery between 8:00 am - 3:00 pm	Automatic Monthly
Youth Center (Detention Center) 1261 County Welfare Road Leesport, PA	500 gallons	1,725	24/7 delivery	Automatic Monthly
ICE Family Shelter 1243 County Welfare Road Leesport, PA	500 gallons	3,500	24/7 delivery	Automatic Bi-Weekly
Fire Tower Skyline Drive	500 gallons	700	24/7 delivery. Center must be notified prior to delivery	On Call
Prison Training Center 1287 County Road Leesport, PA	1,000 gallons	1,200	Delivery between 8:00 am - 3:00 pm	On Call

** All tanks are above ground.

--- END OF SPECIFICATIONS ----

**ATTACHMENT A
BID FORM**

ITB # 09-15R-AO - Propane

Important note to Bidders: It is essential that submitted Bid complies with all of the requirements contained in Section One, Part Three of the ITB.

This Bid is submitted to: County of Berks
c/o Berks County Controller
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

This Bid is submitted on _____, 20____.

This Bid is valid for sixty (60) days from the date of the public opening of the bids.

This Bid is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____ Main Fax: _____

Communications and questions concerning this bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____ Fax: _____

Contact Email: _____

In the event our company is awarded a contract as a result of the ITB and this bid, the following individual will serve as project liaison/manager:

Name / Title: _____

Office Address: _____

Telephone: _____ Fax: _____

Email: _____

Receipt of Amendments (if applicable)

In submitting this Bid, Bidder represents that they have received and examined the following ITB Amendments:

Amendment #____ Amendment #____ Amendment #____ Amendment #____

ATTACHMENT A BID FORM

Checklist - Attachments to Bid Form

The following documents are attached to and made a part of this Bid (check all that apply):

- Piggyback Form – ITB Attachment B
- Non-collusion Affidavit – ITB Attachment C
- Reference Form – ITB Attachment D
- Bid Security – ITB Attachment E or other allowable tender
- Consent of Surety (ITB Attachment F) or Statement of Intent
- Sample Certificate of Insurance
- Specification Sheet(s) and/or Material Safety Data Sheets

Delivery Schedule

Bidder commits that goods will be delivered no more than _____ calendar days after the effective date of the contract resulting from award of this ITB.

Mode of transport (check all that apply):

- common carrier
- package express (i.e. UPS, RPS, etc.)
- in-house fleet
- other _____

Quoted Pricing

Unless items or services are specifically excluded in the Bid, the County shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount. For unscheduled deliveries, the successful Bidder shall bill at actual usage quantities.

Prices as quoted herein shall remain valid for a minimum of one, three, or five years from the commencement date of the contract resulting from the award of this ITB. (For variable price bids this statement refers to the fixed rate of overhead and profit. For fixed price bids this statement refers to the price per gallon locked in by the.) **Quoted prices are to be carried to four (4) decimal places.**

Note: Bidders are requested but not required to quote both adjustable and fixed pricing.

ATTACHMENT A BID FORM

Option 1 - Adjustable Pricing:

The amount noted in column one should represent the Bidder's fixed rate of overhead/profit, which will be added to the non-tet Mont Belvieu, Texas price to calculate the total price per gallon for Propane. The total price per gallon will be adjusted daily based on the price per gallon for Mont Belvieu propane as reported in the Wall Street Journal under "refined products." Award will be made based on the bidder's Fixed Rate of Overhead/Profit per gallon.

Option 1a: One (1) Year Adjustable Pricing

1	2	3	4
Fixed Rate of Overhead/Profit per Gallon	Total Est. Unit Price per Gallon (add \$0.9734* to column 1)	Estimated Annual Quantity (gallons)	Extended Price (multiply column two by column three)
\$ _____	\$ _____	14,300	\$ _____**

Option 1b: Three (3) Year Adjustable Pricing

1	2	3	4
Fixed Rate of Overhead/Profit per Gallon	Total Est. Unit Price per Gallon (add \$0.9734* to column 1)	Estimated Quantity (gallons)	Extended Price (multiply column two by column three)
\$ _____	\$ _____	42,900	\$ _____**

Option 1c: Five (5) Year Adjustable Pricing

1	2	3	4
Fixed Rate of Overhead/Profit per Gallon	Total Est. Unit Price per Gallon (add \$0.9734* to column 1)	Estimated Quantity (gallons)	Extended Price (multiply column two by column three)
\$ _____	\$ _____	71,500	\$ _____**

* This is the non tet Mont Belvieu Texas price on September 11, 2009 as reported in the Wall Street Journal.

**ATTACHMENT A
 BID FORM**

Option 2a: One (1) Year Fixed Pricing:

1	2	3
Fixed Rate of cost per Gallon	Estimated Annual Quantity (gallons)	Extended Price (multiply column one by column two)
\$ _____	14,300	\$ _____

Option 2b: Three (3) Year Fixed Pricing:

1	2	3
Fixed Rate of cost per Gallon	Estimated Quantity (gallons)	Extended Price (multiply column one by column two)
\$ _____	42,900	\$ _____

Option 2c: Five (5) Year Fixed Pricing:

1	2	3
Fixed Rate of cost per Gallon	Estimated Quantity (gallons)	Extended Price (multiply column one by column two)
\$ _____	71,500	\$ _____

ATTACHMENT A BID FORM

Option 3 - Fixed Pricing:

The amount noted in column two is the fixed amount of gallons to be purchase. Quantities purchased above this amount will be at prevailing market pricing; however, the County reserves the right to lock in at the current market price for a new quantity.

Option 3a: One (1) Year Fixed Pricing with Fixed Gallons:

1	2	3
Fixed Rate of Overhead/Profit per Gallon	Fixed Annual Quantity (gallons)	Extended Price (multiply column three by column four)
\$ _____	14,300	\$ _____

Option 3a: Three (3) Year Fixed Pricing with Fixed Gallons:

1	2	3
Fixed Rate of Overhead/Profit per Gallon	Fixed Annual Quantity (gallons)	Extended Price (multiply column three by column four)
\$ _____	42,900	\$ _____

Option 3a: Five (5) Year Fixed Pricing with Fixed Gallons:

1	2	3
Fixed Rate of Overhead/Profit per Gallon	Fixed Annual Quantity (gallons)	Extended Price (multiply column one by column two)
\$ _____	71,500	\$ _____

Bid Bond shall be based on the higher total cost of Option 1, Option 2, or Option 3.

Authorized Signature of Bidder

The bid form must be signed by an individual with actual authority to bind the company.

Company Type (check one):

- Sole Proprietorship
 Partnership
 Corporation

Bidder attests that:

(1) they have thoroughly reviewed the County's Invitation to Bid #09-15R-AO and that this Bid is submitted in accordance with the ITB requirements; and

ATTACHMENT A BID FORM

(2) they have visited and are familiar with the site facilities, site conditions, the pertinent state and local codes, state of labor and material markets, and has made due allowance in the Bid for all contingencies.

COMPANY NAME

FEDERAL ID#

STREET ADDRESS

PO BOX

CITY

STATE

ZIP

TELEPHONE #

FAX #

SIGNATURE (**see note below)

SIGNATORY'S NAME (printed)

SIGNATORY'S TITLE (printed)

WITNESS'S SIGNATURE (**see note below)

WITNESS'S NAME (printed)

WITNESS'S TITLE (printed)

****For Corporations: The bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the bid.**

**ATTACHMENT B
PIGGYBACK FORM**

During the term of the Agreement resulting from Invitation to Bid #09-15R-AO - Propane the County of Berks would like to afford the same prices, terms and conditions to any current or future members of the Berks County Cooperative Purchasing Council (BCCPC); the Southeastern Pennsylvania Counties Cooperative Purchasing Board (SPCCPB); and any political subdivision of the Commonwealth of Pennsylvania even though their requirements are not included in the quantities listed on the Bid. The BCCPC consists of municipalities (townships, boroughs, etc.) located within Berks County. The SPCCPB consists of the Counties of Berks, Bradford, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery, Northampton, and York.

Bidders must check one of the following options under each category below. A non-affirmative response will in no way have a negative impact on the County's evaluation of the Bid.

BCCPC

_____ I *will* offer the quoted prices to all authorized members of the BCCPC during the term of the County's contract.

_____ I *will not* offer quoted prices to all authorized members of the BCCPC.

SPCCPB

_____ I *will* offer the quoted prices to all authorized members of the SPCCPB during the term of the County's contract.

_____ I *will not* offer quoted prices to all authorized members of the SPCCPB.

PA Political Subdivisions

_____ I *will* offer the quoted prices to all political subdivisions of the Commonwealth of Pennsylvania during the term of the County's contract.

_____ I *will not* offer the quoted prices to all political subdivisions of the Commonwealth of Pennsylvania during the term of the County's contract.

Company Name: _____

Authorized Signature: _____

Name (printed): _____

Title: _____

Date: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of this 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 lower than the bid of another firm, any intentionally low 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 may result in disqualification of the bid immediately after opening of the bid.

**ATTACHMENT D
REFERENCE FORM**

Bidder: _____

Each Bidder must submit at least three references to whom the Bidder has provided installation of tanks and supply and delivery of propane within the preceding 24 months, and for whom Bidder has provided a similar volume of propane to that being requested by the County in this ITB. References must be provided even if Bidder is a current vendor of the County.

1. Company Name: _____
Address: _____

Contact Person: _____
Contact Person's Title: _____
Tel / Fax Nos.: _____
Email: _____

2. Company Name: _____
Address: _____

Contact Person: _____
Contact Person's Title: _____
Tel / Fax Nos.: _____
Email: _____

3. Company Name: _____
Address: _____

Contact Person: _____
Contact Person's Title: _____
Tel / Fax Nos.: _____
Email: _____

ATTACHMENT E
BID BOND

KNOW ALL MEN, that we _____

as Principal (hereinafter "Principal"), and _____

(a _____ corporation authorized to transact business in Pennsylvania, and having its principal office at _____) as Surety, are held and firmly bound unto the County of Berks, 633 Court Street, 13th Floor, Reading, Pennsylvania, 19601, as Obligee, in the sum of _____ U.S. Dollars (\$_____), for the payment of which sum well and truly made, the said Principal and the said Surety, bind ourselves and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting to the Obligee a bid to perform work or provide materials and/or services identified as _____, and it is a condition of the Obligee's receipt and consideration of said bid that the bid be accompanied by bid security to be held by the Obligee on terms set forth herein.

THEREFORE, the condition of this obligation is that if either (a) the Obligee shall not accept the Principal's bid nor award a contract to him or (b) said Principal shall upon Obligee's acceptance of his bid and award of a contract to him, enter into such contract in writing and furnish such bond or bonds as may be specified in the bidding or contract documents with a surety acceptable to Obligee, then this obligation shall be void; but otherwise shall remain in full force and effect.

FURTHERMORE, if the above noted conditions are not met, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted bid(s) and any higher amount for which the Obligee may contract for the required work (either the next lowest responsible bidder at that same bidding or with the lowest responsible bidder on any re-bidding) plus any advertising, Engineers' legal and other expenses incurred by the Obligee by reason of the default: provided that the Surety's obligation hereunder shall not exceed the face amount of this bond. Such bond or bonds shall be available for payment against the presentation to Surety by the Obligee of (1) the Obligee's signed statement certifying that Principal has failed to enter into a contract in writing within such time as may be specified in Obligee's Invitation to Bid or failed to provide a performance bond in accordance with requirements set forth in Obligee's Invitation to Bid; (2) the original surety bond; and (3) a copy of the notification letter sent via courier to Principal dated not less than ten (10) days prior to Obligee's request for payment. Such notification letter shall advise Principal of the Obligee's intent to and reason for drawing on the bid bond.

The Surety agrees that its obligation hereunder shall be in no manner defeated or impaired by any postponement of the advertised date for receiving bids or by any extensions by the Principal of

ATTACHMENT E
BID BOND

the period during which his bid shall remain irrevocable and subject to acceptance by the Oblige; and the Surety hereby waves notice of any such postponement or extension.

The Principal and Surety acknowledge that all references herein to the principal in singular, masculine form, shall include the plural, feminine and neuter, as may be appropriate to the Principal.

Signed, sealed and dated _____, 20____

Principal

(insert Principal's name)

By: _____

Witness: _____

Title: _____

Surety

(insert Surety's name)

By: _____

Witness: _____

Title: _____

**ATTACHMENT F
CONSENT (OR AGREEMENT) OF SURETY**

ITB #09-15R-AO

The undersigned _____ (name of Surety Co.), a corporation organized and existing under the laws of the State of _____ and authorized to do business in the Commonwealth of Pennsylvania, does hereby consent and agree with:

the County of Berks

that if the proposal of _____ (name of Bidder) for:

Propane

be accepted and a contract for said work be awarded to the said _____ (name of Bidder), it will, upon its being so awarded, become surety for the said _____ (name of Bidder) on such surety bonds as are called for in the Invitation to Bid.

Signed, sealed and dated _____, 20____

(Name of Surety Co.)

By: _____
Attorney-in-fact

ATTACHMENT G NO BID REPLY FORM

To assist the County in obtaining good competition, we ask that each firm who has received Invitation to Bid #09-15R-AO, **but does not wish to submit a bid**, state their reason(s) below and return this form to the County of Berks, Attn: Purchasing Director, 633 Court Street, 13th Floor Services Center, Reading, PA 19601.

Unfortunately, we must offer a “No Bid” at this time because:

_____	1. We do not wish to participate in the bid process.
_____	2. We do not wish to bid under the terms and conditions of the Invitation to Bid document. Our objections are: _____ _____
_____	3. We do not feel we can be competitive.
_____	4. We cannot submit a Bid because of the marketing or franchising policies of our company.
_____	5. We do not wish to sell to the County of Berks. Our objections are: _____ _____ _____
_____	6. We do not provide the items/services for which Bids are requested.
_____	7. Other: _____ _____ _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

NAME (printed): _____

TITLE: _____