

Township of Marple
227 South Sproul Road
Broomall, Pa 19008-2397

CONTRACT NO. 1

FORM OF PROPOSAL

FOR

CHEMICALS FOR THE PAXON HOLLOW COUNTRY CLUB

January 2017

INVITATION FOR BIDS

SEALED PROPOSALS will be received by the Township of Marple, Delaware County, Pennsylvania at the office of the Township Manager, Marple Township Municipal Building, 227 South Sproul Road, Broomall, PA 19008-2397 until 9:30 a.m. (prevailing time) on March 1, 2017.

Contract No.1 - Supplying Chemicals for the Paxon Hollow C.C.

The Bid Committee, on the aforementioned date, at 10:00 am (prevailing time) will open and publicly read the bid in the I. Newton Kerber Meeting Room, Municipal Building, 227 S. Sproul Road, Broomall, PA 19008.

Bids must be accompanied by a certified check or bid bond drawn to the order of the Township of Marple and must be in the amount of \$1,000.00.

Address all bids to the Township of Marple, in care of the Bid Committee, Municipal Building, 227 S. Sproul Road, Broomall, PA 19008. The words "Proposal for Contract No. 1", must be clearly printed in the lower left hand corner of the face of the sealed envelope.

Successful bidders will be required to furnish a bond guaranteeing the performance of the contract in the amount of 100% of the amount of liability under the contract.

Marple Township reserves the right to accept or reject any or all proposals or parts thereof for any cause whatsoever and to waive any informalities, irregularities or defects.

BY THE ORDER OF THE
BOARD OF COMMISSIONERS

Sharon L. Angelaccio
Township Secretary

MARPLE TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

NOTICE TO BIDDERS

ARTICLE I - DEFINITIONS

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

Agreement

The written agreement between the OWNER and the CONTRACTOR covering the material or equipment to be purchased.

Form of Agreement

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the material or equipment to be furnished.

Bidder

Any person, firm or corporation submitting a bid.

Security

Bid Bond, Performance Bond, Payment Bond, Certified Check, and other instruments of security, furnished by the Bidder and his surety in accordance with the Contract Documents.

Contract Documents

The Contract Documents shall consist of the advertisement for Bids or Notice to Bidders, Bid security, Instructions to Bidders, Form of Proposal, the signed Agreement, General and Special Conditions, Drawings and Detailed Specifications including all modifications thereof incorporated in any of the documents before the execution of Agreement.

Contract Time

The number of calendar days stated in the Agreement and/or Form of Proposal for the completion of the project as specified.

Contractor

The person, firm or corporation with whom the OWNER has executed the Agreement.

Modification

Any written amendment of any of the Contract Documents (including Change Orders) duly executed and delivered after execution of the Agreement.

Notice

Written notice shall be deemed to have been duly served in delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation or if delivered at or sent by registered mail to the last business address known to him who gives the notice, with a copy sent to the central office of the CONTRACTOR.

Owner

The OWNER shall be generally understood to be the Township of Marple.

ARTICLE 2 - AWARD EXECUTION OF DOCUMENTS - DELIVERY OF BONDS

The award of the contract, if it is awarded, will be to the lowest, responsible bidder whose qualifications indicate the award will be in the best interest of the OWNER and whose proposal complies with all the prescribed requirements. No award will be made until the OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to complete the project in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction.

The OWNER reserves the right to reject any or all bids or parts thereof and to waive any informalities in bids received when such is in the best interest of the OWNER and to reject the bid of a bidder who, in the opinion of the OWNER, is not in a position to perform the Contract.

In analyzing bids, the OWNER may take into consideration alternates and unit prices, if requested by the Form of Proposal. If the contract is awarded, the OWNER will give the successful bidder written notice of the award within sixty days after the opening of the Bids.

At least two counterparts of the Agreement and such other Contract Documents as practicable will be signed by the OWNER and the CONTRACTOR. Simultaneously with the execution of the Contract Documents, the CONTRACTOR will deliver to the OWNER any required Security.

Failure of the successful Bidder to execute the Contract Documents and deliver any required Security within ten (10) days of the notification of the award shall be just cause of the OWNER to annul the award and declare the Bid and any guarantee thereof forfeited.

The Bid Security of all Bidders except that of the two (2) apparent lowest Bidders will be returned within one week of the bid opening. The Bid Security of the two (2) apparent lowest Bidders will be returned upon finalization of the Agreement with the successful Bidder.

ARTICLE 3 - REQUISITION FOR SIGNING BIDS

Each bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids which are not signed by the individual making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids by partnership must furnish the full name of all the partners and must be signed in the partnership's name by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bids executed by the partners. Bids by corporation must be signed with the legal name of the Corporation followed by the name of the State of Incorporation and by the signature of the president; secretary or other member of the corporation authorized to bind it in the matter together with the impression of the corporate seal. When requested by the OWNER, satisfactory evidence of the authority signing on behalf of the corporation shall be furnished.

ARTICLE 4 - CERTIFIED STATEMENTS

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

ARTICLE 5 - CHANGES WHILE BIDDING

During the bidding period bidders may be furnished with bulletins or addenda for additions, alterations to the plans or specifications. These shall be included in the work covered by the proposal and shall become a part of the Contract.

ARTICLE 6 - WITHDRAWAL OF BIDS

Any bidder may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bids may be withdrawn for a period of forty-five (45) days after the time of opening of bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ARTICLE 7 - SUPPLEMENTAL UNIT PRICES

Contracts may be either on a lump sum basis, unit price basis or other basis as designed in the Form of Proposal or elsewhere. Where unit prices are requested in a lump sum Form of Proposal these generally been inserted to provide for any changes in work or extra or less work may be required by the OWNER.

Space will have been provided in the Form of Proposal to insert unit prices for the addition or deduction of various types or classes of the work or material. Should these prices not be consistent with the whole of the work, the OWNER reserves the right to require the CONTRACTOR to revise these prices to bring them into agreement with the prices outlined for the major portion of the work. The unit prices for additional work should agree substantially with the detailed break-down prices submitted by the CONTRACTOR for payment and those for deduction of work should also be similar except that the amount of overhead would be deducted. Each bidder is required to indicate a unit price in the space provided where any item of that type or nature is included in his work.

ARTICLE 8 - VERBAL STATEMENTS

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

ARTICLE 9 - TIME OF DELIVERY

The CONTRACTOR shall begin the work or furnish the materials or equipment contemplated under this contract within the number of days specified by him on his proposal.

ARTICLE 10 - BIDS OR PROPOSAL

All bids must be indicated upon the "Form of Proposal" attached hereto. Bidders shall submit two sets of the completed bid documents intact as bound and received. All proposals must be addressed as outlined in the "Notice to Bidders". The bidders are required to bid on all alternates or on all items called for in the "Form of Proposal" except that if an alternate is called for on a type of equipment or material or method on which the bidder does not desire to bid he may insert the words "No Bid" in the space provided for prices on such alternates. In such case if it is determined to use such alternate type of equipment, type of material or method, the fact that the cost or the type or method bid by the bidder may be lower than that chosen shall not constitute the basis of a claim by the bidder that the contract shall be awarded to him. In the case that a bidder desires to bid on an alternate he shall set forth in the space provided in the "Form of Proposal" the amount to be added or deducted from the base bid. If an alternate price called for does not involve a change in price, the bidder shall so indicate by inserting the words "No Change" in the space provided.

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

Bids shall be accompanied by bid security as provided in the "Notice to Bidders".

ARTICLE 11 - BIDDERS' RESPONSIBILITY

Each bidder is required to familiarize himself with all of the attached forms, including but not necessarily limited to Notice to Bidders, Instructions to Bidders, General Conditions, Special Conditions, Plans, Detailed Specifications and Forms. He will be held responsible to fully comply therewith. Each bidder must visit the site and acquaint himself thoroughly with the working conditions under which the work must be performed or which the materials or equipment shall be utilized. The CONTRACTOR shall not at any time claim a misunderstanding in regard to the nature of the work, the materials to be used or the conditions to be encountered.

ARTICLE 12 - DESCRIPTIVE LITERATURE

Bid proposals for the furnishing of equipment shall be accompanied by manufacturer's descriptive literature including technical data and equipment specifications. Additional information or specific literature requirements may be detailed in the "Form of Proposal" or Detailed Specifications. All such materials shall be clearly marked in enable the item in which the Bidder proposes to furnish. Proposals submitted without the required descriptive materials may be rejected by the OWNER as incomplete.

ARTICLE 13 - PAYMENT

Payment shall be made in accordance with the conditions set forth in the Form of Agreement and in conformance with these Contract Documents. Unless otherwise noted, payment shall be made in full within thirty (30) days of Final Acceptance upon receipt of invoice.

ARTICLE 14 - FINAL ACCEPTANCE

Final payment shall be subject to final acceptance of the item(s) furnished. The OWNER reserves the right to make such tests and examinations as he may deem necessary to protect his best interest, such test period not to exceed fifteen (15) days. The exclusive intent of this procedure is the establishing of compliance or non-compliance with the Contract Documents. Failure of the furnished item(s) to comply with the details and/or intent of the Contract Documents shall constitute sufficient cause for rejection. Item(s) which are damaged or otherwise not in conformance with the Contract Documents shall be unacceptable. The contractor shall be responsible to reclaim any rejected item(s) at his own expense.

ARTICLE 15 - TAXES

The Township is not subject to Federal, State or local Taxes. Bidders should not include such taxes in their bid prices. Tax exemption certificates will be furnished by the Township when required.

TOWNSHIP OF MARPLE
DELAWARE COUNTY, PENNSYLVANIA
CONTRACT NO. 1

SPECIAL SPECIFICATIONS
CHEMICALS FOR THE PAXON HOLLOW COUNTRY CLUB

1. In this proposal all Items will be referred to as "Chemicals."
2. Bids will be awarded by specific Chemical and not by total bid price for complete bid. The award will be on a per item basis. "Agency" priced items will be awarded to all bidders.
3. Bidders must bid on each specific Chemical separately.
4. Substitutions will be allowed on an item by item basis as determined, approved by the Golf Course Superintendent and Township Manager.
5. Detailed sample label must accompany bid proposal for any substitutions.
6. PLEASE NOTE! All precautionary statements, especially those statements regarding any type of environmental hazards, must be submitted with the bid proposal.
7. Chemicals can be ordered at any time during the calendar year 2017/2018. (03/01/2017 – 03/31/2018) at the bid prices.
8. Specific Chemicals may not be purchased at all if not needed during the year.
9. Bid price will still be in effect if more than the minimum quantity is ordered.
10. When ordered, delivery must be in ten (10) days or less.
11. In the event that the supplier cannot deliver in the specified time or is out of stock where delivery time is not known, Marple Township/Paxon Hollow Country Club has the authority to obtain the Chemicals from another vendor and/or supplier.
12. All orders must be supplied with sample label and Material Safety Data Sheets (MSDS).
13. Successful bidders shall be required to furnish a bond guaranteeing the performance of the contract in an amount of 100% of the amount of liability under the contract within ten (10) days after the contract has been awarded by the Township. The amount of the Performance Bond will be determined by multiplying the unit price for each item awarded by the bid quantities stated in the Form of Proposal and then adding all item amounts awarded to the successful bidder for a total bid.

Premium for the bond described above shall be paid by the Successful Bidder.

The surety on the bond shall be duly authorized corporate surety Company authorized to do business in the State of Pennsylvania. Power of Attorney, Attorney-in-fact who signs Performance Bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney, in the State of Pennsylvania.

TOWNSHIP OF MARPLE
DELAWARE COUNTY, PENNSYLVANIA
CONTRACT NO. 1

FORM OF PROPOSAL
CHEMICALS FOR PAXON HOLLOW COUNTRY CLUB

I hereby certify that I have read, understand and agree to all the conditions outlined in the Notice to Bidders, General and Special Conditions, Detailed Specifications and all other parts of these Contract Documents and further state that I have checked with the Manufacturer relative to the availability of the Chemicals specified and agree to furnish and deliver (and unload if necessary) the specified Chemicals to Marple Township for the following prices:

BID: Price per Quantity as stated:

ITEM NO. 1

➔ Name: Banner -Maxx
Manufacturer: Syngenta
Shipped As: 2x1 Gallons per Case
Bid Quantity: 20 Gallons
Unit Price: Per Gallon

Price in Writing: () Per
() Gallon

Price in Figures: () Per
() Gallon

ITEM NO. 2

➔ Name: Subdue 2E
Manufacturer: Syngenta
Shipped As: 2 Gallons per Case
Bid Quantity: 12 Gallons
Unit Price: Per Gallon

Price in Writing: () Per
() Gallon

Price in Figures: () Per
() Gallon

ITEM NO. 3

➔ Name: Daconil Weather Stick
Manufacturer Syngenta
Shipped As: 2 x 2.5 Gallon Containers
Bid Quantity: 50 Gallons
Unit Price: Per 5 Gallon Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 4

➔ Name: Daconil Ultrex
Manufacturer: Syngenta
Shipped As: 4 x 5 Pound Bags
Bid Quantity: 160 Pounds
Unit Price: Per 20 Pound Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 5

➔ Name: Acclaim
Manufacturer: Bayer
Shipped As: 1 gallon container
Bid Quantity: 8 gallons
Unit Price: per gallon

Price in Writing: () Per
() Gallon

Price in Figures: () Per
() Gallon

ITEM NO. 6

➔ Name: Tracker Green
Manufacturer: Becker Underwood
Shipped As: 2 x 2.5 Gallon Containers
Bid Quantity: 50 Gallons
Unit Price: Per 5 Gallon Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 7

➔ Name: Round-Up
Manufacturer: Quali-pro
Shipped As: 2½ Gallon Containers
Bid Quantity: 10 Gallons
Unit Price: Per 2½ Gallon

Price in Writing: () Per
() Gallon

Price in Figures: () Per
() Gallon

ITEM NO. 8

➔ Name: Prograss
Manufacturer: Bayer
Shipped As: 2½ Gallon Container
Bid Quantity: 40 Gallons
Unit Price: Per 2½ Gallon

Price in Writing: () Per
() 2½Gallon

Price in Figures: () Per
() 2½Gallon

ITEM NO. 9

➔ Name: Alette WDG Signature
Manufacturer: Bayer
Shipped As: 4 x 5.5 Pound Bags per Case
Bid Quantity: 15 Cases
Unit Price: Per 22 Pound Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 10

➔ Name: Fore 80 WP Rainshield
Manufacturer: Dow Agrosiences
Shipped As: 8x4x1.5 lb case
Bid Quantity: 4 Cases
Unit Price: Per Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 11

➔ Name: Banol
Manufacturer: Bayer
Shipped As: 2 x 1 Gallon per case
Bid Quantity: 30 Gallons
Unit Price: Per 2 Gallon Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 12

➔ Name: Sevin SL
Manufacturer: Bayer
Shipped As: 5 Gallons per Case
Bid Quantity: 30 Gallons
Unit Price: Per 5 Gallon Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 13

➔ Name: Chipco 26GT Flowable
Manufacturer: Bayer
Shipped As: 2 - 2 1/2 Gallons per Case
Bid Quantity: 20 Gallons
Unit Price: Per 5 Gallon Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 14

➔ Name: Heritage
Manufacturer: Syngenta
Shipped As: 1 Pound Containers
Bid Quantity: 4 Pounds
Unit Price: Per 1 Pound Containers

Price in Writing: () Per
() Pound

Price in Figures: () Per
() Pound

ITEM NO. 15

➔ Name: 3336
Manufacturer: WSB Cleary Chemical
Shipped As: 6 - 2 Pound Foil Pouches
Bid Quantity: 15 Cases
Unit Price: Per 6 - 2 Pound Case

Price in Writing: (_____) Per
Container

Price in Figures: (_____) Per
Container

ITEM NO. 16

➔ Name: Primo Maxx
Manufacturer: Syngenta
Shipped As: 1 Gallon
Bid Quantity: 8 Gallons
Unit Price: Per 1 Gallons

Price in Writing: (_____) Per
Gallon

Price in Figures: (_____) Per
Gallon

ITEM NO. 17

➔ Name: Cleary's 3336 Flowable
Manufacturer: W. A. Cleary Chemical
Shipped As: 1 Case (2x2 1/2 Gal)
Bid Quantity: 6 Cases
Unit Price: Per 1 Case

Price in Writing: (_____) Per
Case

Price in Figures: (_____) Per
Case

ITEM NO. 18

➔ Name: 14-4-9 w/Protamin
Manufacturer: Synatek
Shipped As: Gallon
Bid Quantity: 300 Gallons
Unit Price: Per Gallon

Price in Writing: (_____) Per
Gallon

Price in Figures: (_____) Per
Gallon

ITEM NO. 19

➔ Name: Proxy
Manufacturer: Bayer
Shipped As: Per Case (2 x 2 ½)
Bid Quantity: 5 Cases
Unit Price: Per Case

Price in Writing: (_____) Per
Case

Price in Figures: (_____) Per
Cas

ITEM NO. 20

➔ Name: Dylox 420 SL
Manufacturer: Bayer
Shipped As: 2x2.5 gallon case
Bid Quantity: 5 Gallons Case
Unit Price: Per Case

Price in Writing: (_____) Per
Bag

Price in Figures: (_____) Per
Bag

ITEM NO. 21

➔ Name: Tartan
Manufacturer: Bayer
Shipped As: Per Case (2 x 2 ½)
Bid Quantity: Per Case
Unit Price: Per Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 22

➔ Name: Compass WDG
Manufacturer: Bayer
Shipped As: 4x1 pound case
Bid Quantity: 1 Case
Unit Price: Per Pound

Price in Writing: () Per
() Bag

Price in Figures: () Per
() Bag

ITEM NO. 23

➔ Name: Heritage TL
Manufacturer: Syngenta
Shipped As: 1 Gallon
Bid Quantity: 2 Gallon
Unit Price: Per Gallon

Price in Writing: () Per
() Gallon

Price in Figures: () Per
() Gallon

ITEM NO. 24

→ Name: Instrata
Manufacturer: Syngenta
Shipped As: Per Case (2 x 2 ½)
Bid Quantity: Per Case
Unit Price: Per Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 25

→ Name: Medallian
Manufacturer: Syngenta
Shipped As: 4 Pound Case
Bid Quantity: One (1) Case
Unit Price: Per Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 26

→ Name: Affirm (endorse)
Manufacturer: Chemical
Shipped As: 3x2.4 lb case
Bid Quantity: 1 Case
Unit Price: Per Case

Price in Writing: () Per
() Bag

Price in Figures: () Per
() Bag

ITEM NO. 27

→ Name: Tourney
Manufacturer: Valent U.S.A.
Shipped As: 1 Gallon
Bid Quantity: 10 Gallon
Unit Price: Per 1 Gallon

Price in Writing: (_____) Per
(_____) Gallon

Price in Figures: (_____) Per
(_____) Gallon

ITEM NO. 28

→ Name: Prudent 44
Manufacturer: Lidochem
Shipped As: Case (2 x 2 ½)
Bid Quantity: One (1) Case
Unit Price: Per Case

Price in Writing: (_____) Per
(_____) Case

Price in Figures: (_____) Per
(_____) Case

ITEM NO. 29

→ Name: Nutrol
Manufacturer: Lidochem
Shipped As: Case (48 Pound)
Bid Quantity: One (1) Case
Unit Price: Per Case

Price in Writing: (_____) Per
(_____) Case

Price in Figures: (_____) Per
(_____) Case

ITEM NO.30

➔ Name: Speed Zone
Manufacturer: PBI Gordon
Shipped As: Case (2 x 2 ½)
Bid Quantity: One (1) Case
Unit Price: Per Case

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 31

➔ Name: Seqway
Manufacturer: FMC
Shipped As: 39.2 ounces
Bid Quantity: 3 gallons
Unit Price: Per 39.2 ounces

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 32

➔ Name: Headway
Manufacturer: Syngenta
Shipped As: 1 gallon
Bid Quantity: 10 gallons
Unit Price: 1 gallon

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 33

➔ Name: Dismiss
Manufacturer: FMC
Shipped As: 6 ounces
Bid Quantity: 2 gallons
Unit Price: Per 6 ounces

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

ITEM NO. 34

➔ Name: Dimension Ultra WSP
Manufacturer: Dow Agro Sciences
Shipped As: 20 pounds
Bid Quantity: 100 pounds
Unit Price: Per 20 pounds

Price in Writing: () Per
() Case

Price in Figures: () Per
() Case

TOTAL ITEMS BID: _____

NOTE: PLEASE PLACE THE WORDS "NO BID" ON THOSE ITEMS TO WHICH NO BID WILL BE PLACED.

Bidders desiring to furnish Chemicals in compliance with these Specifications but differing slightly in some respect shall be required to indicate in the spaces below

IN DETAIL the specific deviations of the product they propose to furnish. A Proposal containing no entries in these spaces below will be assumed by the Township as being in complete compliance with these Specifications.

Accompanying this proposal is a certified check or bid bond in the amount of \$_____dollars, payable to Marple Township, which it is agreed, shall be retained as liquidated damages by the owner if the undersigned fails to execute the **CONTRACT** in conformity with the Form of Agreement incorporated in the Contract Documents and furnish any specified bonds within ten (10) days after notification of award of the Contract to the undersigned.

The undersigned acknowledges receipt of the following Addenda or Bulletins and that he has prepared this bid accordingly.

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Insert the number of all addenda received. If none were received, insert the word "NONE")

The undersigned hereby certifies that this Proposal is genuine and not collusive or submitted in the interest or behalf of any person, firm or corporation not herein named, and has not induced any other person from refraining from bidding and has not in any way sought by collusion to secure for himself an advantage over any other bidder.

Company: _____

Address: _____

Phone No. () _____

Fax No.() _____

Signed _____

Name & Title: _____
(please print)

Date: _____

REMINDER: In accordance with the Instructions to Bidders, two complete and intact sets of these Contract Documents as provided to the bidder are to be submitted, with the Form of Proposal and Form of Agreement complete in both sets. This procedure will facilitate the consummation of the Agreement with the successful bidder who will be given back one set of the Contract Documents.

TOWNSHIP OF MARPLE
DELAWARE COUNTY, PENNSYLVANIA
CONTRACT NO. 1

FORM OF AGREEMENT
CHEMICALS FOR THE PAXON HOLLOW COUNTRY CLUB

This agreement made the _____ day of _____ in the year Two Thousand and seventeen, between _____ hereinafter called the CONTRACTOR and the Township of Marple being a First-Class Township in Delaware County, Pennsylvania hereinafter called the OWNER. WITNESSETH, that the Contractor and Owner for the consideration named agree as follows:

ARTICLE I - SCOPE OF WORK

The Contractor shall furnish, deliver and unload, if necessary, all Chemicals at the price indicated in the Form of Proposal attached hereto. All Chemicals furnished shall be in complete conformance with all the herein Contract Documents except for such deviations as may be incorporated into these Contract Documents in writing.

ARTICLE II - CONTRACT SUM

The Owner shall pay the Contractor for the performance of the contract, subject to the additions and deductions provided herein as follows:

The prices as indicated in the Form of Proposal for
the Chemicals the Township decides to purchase

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts all of which are as fully a part of this Contract as if hereto set out verbatim or, if not attached, as if attached hereto:

Notice to Bidders, Instructions to Bidders, Detailed Specifications,
Form of Proposal and Form of Agreement

In witness whereof the parties hereto have caused this instruction to be executed in TWO (2) original counterparts the day and year first written above.

Contractor

By: _____
Title

ATTEST:

Title

Township of Marple
BOARD OF COMMISSIONERS

By: _____
Joseph Rufo, President
Board of Commissioners

ATTEST: _____
Sharon L. Angelaccio,
Township Secretary

CONTROLLER'S CERTIFICATION:

This contract has been certified pursuant to the terms and conditions of the Commonwealth of Pennsylvania, First Class Township Code, Act of June 24, 1931 (P.L. 1206, No. 331) Reenacted and amended May 27, 1949 (P.L. 1955, No. 569) as amended, Article XI, Section 1106.

By: _____
Kathleen M. Yanoshak
Township Controller

Account No. _____

TOWNSHIP OF MARPLE
DELAWARE COUNTY, PENNSYLVANIA
CONTRACT No. 1

PERFORMANCE BOND
CHEMICALS FOR THE PAXON HOLLOW COUNTRY CLUB

Know all persons by the presents, that _____

_____ (Principal)

and

(surety) are held and firmly bound unto the Township of Marple, County of Delaware, in the Commonwealth of Pennsylvania (hereinafter called Township) in the sum of

_____ lawful money of the United States of America, to which payment well and truly to be made, we do hereby jointly and severally bind and oblige ourselves and our respective successors and assigns firmly by these presents:

Sealed with our Seals this _____ day of _____, 2017.

WHEREAS, the above bounded Principal has entered into a written contract with the Township to

for the prices set forth in said Proposal, which said Contract, is by reference made a part thereof.

Now the Condition of this obligation is such that if the above bounded Principal shall well and truly perform said Contract and fully and faithfully carry out and complete the same in all respects then this obligation shall be void and of no effect, otherwise, to continue in full force and virtue.

And further, we do in the event of default, hereby authorize and empower any attorney of the Court of Common Pleas of the County of Delaware, Pennsylvania or any other Court of record elsewhere or any Prothonotary or Clerk of said Courts to appear for us, our heirs, executors, administrators, successors or assigns, at the suit of the Township of Marple, its successors or assigns obligate in the above obligations as of any term after the date thereof, or hereof, and thereupon to confess judgment against us or against our heirs, executors, administrator successors or assigns for the above sum of

_____dollars
(\$_____) debt, beside the cost of suit and an attorney's fee of ten percent (10%) without stay of execution and inquisition upon any levy upon real estate is hereby waived and condemnation agreed to any the exemption of personal property from levy and sale on any execution under and by virtue of any exemption law now in force, or which may hereafter passed, is also waived,

In witness whereof, the Principal and the Surety have hereunto caused their common or Corporate Seals to be affixed hereto duly attested by their Officers, the day and year aforesaid.

President

Secretary

ATTEST:

Secretary

(Principal)

SEALED AND DELIVERED IN THE PRESENCE OF:

(Surety)