

# BID CALL 2004-04

## BULK ROCK SALT

For use on Roadways as a Snow and Ice  
Melting Agent

Prepared by:

THE CITY OF MORGANTOWN  
PUBLIC WORKS DEPARTMENT  
389 SPRUCE STREET  
MORGANTOWN, WV 26505  
(304) 284-7412  
(304) 284-7430 (FAX)

e-mail: [engineeringdept@morgantown.com](mailto:engineeringdept@morgantown.com)

**ADVERTISEMENT FOR BIDS**  
**BID CALL 2004-04**  
**BULK ROCK SALT**

Sealed bids will be received by the City Finance Director of the City of Morgantown, West Virginia, until 3:00 p.m. (L.S.T.) Friday, September 19, 2003, for 750 tons of BULK ROCK SALT for use on highways as a snow and ice melting agent in accordance with the specifications on file and available from the Engineering Division, Room 25, City Hall, 389 Spruce Street, Morgantown, West Virginia, 26505.

All bids shall be clearly marked "Sealed Bid 2004-04". Each bidder shall submit a five percent (5%) bid bond, certified check, or postal money order for each or all section(s) bid. A performance bond in the amount of one hundred percent (100%) of the contract price will be required from the successful bidder. No bidder may withdraw their bid after the time set for the opening thereof, unless the award of the contract is delayed for a period exceeding sixty (60) days.

The City reserves the right to reject any or all bids and to waive irregularities or informalities in the bid or in the bidding.

Dan Boroff  
City Manager

**PUBLISH:   Friday, August 29, 2003**  
**Friday, September 5, 2003**

## **INFORMATION FOR BIDDERS**

### **A. WITHDRAWAL OF PROPOSAL**

No bidder may withdraw this bid after the hour set for the opening thereof or before the award of contract, unless said award is delayed for a period of sixty (60) days.

### **B. TELEGRAPHIC MODIFICATIONS**

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by Owner prior to closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modifications over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction of other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

### **C. PRE-QUALIFICATION OF BIDDERS**

Statement of Vendors Qualifications.

### **D. METHOD OF AWARD - BEST INTEREST OF THE CITY - UNIT QUANTITIES**

The award of the contract, if made, will be made to the Bidder in the best interest of the City.

### **E. PERFORMANCE BOND**

Simultaneously, with his delivery of the executed contract, the vendor shall furnish a corporate surety bond as specified in the Standard Specifications and on the form included herein.

### **F. POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### **G. SUBCONTRACTS**

The Vendor shall not execute an agreement with any subcontractor to perform any work included in the contract until he has submitted a statement of subcontractor qualifications which must provide substantially the same information required for bidder qualifications.

The Vendor shall be fully responsible to the City of Morgantown for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is responsible for the acts and omissions of persons directly employed by him.

The Vendor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provision of the contract.

Nothing contained in the contract shall create any contractual relation between any subcontractor and the City of Morgantown.

#### H. COMPLIANCE REQUIREMENTS AND PROCEDURES

All bidders must complete and submit with their bid the following certification form contained in the proposal. Non-Collusion Affidavit must be signed by the bidder and be subscribed and sworn to before a notary public. Failure to complete the aforementioned Non-Collusion Affidavit and to submit said form with the bid shall be due cause for rejection of bid.

#### I. BUSINESS AND OCCUPATION LICENSE

Prior to the beginning of the services, the Vendor shall obtain a Business and Occupation license from the City of Morgantown Finance Department, 389 Spruce Street, Morgantown, West Virginia, 26505. The cost of this license shall be incidental to the contract.



## **BIDDER'S CHECKLIST**

The bidder's attention is especially called to the following forms which must be executed in full as required.

Please execute the forms that are marked by an "X":

- X     A.     **PROPOSAL**  
          The unit prices must be shown in the space provided. Show unit prices in figures, either typed or in ink.
  
- X     B.     **PROPOSAL SIGNATURE SHEET**  
          To be filled in and signed by the bidder.
  
- X     C.     **BOND ACCOMPANY BID**  
          This form is to be executed by the bidder and the surety company unless bid is accompanied by a certified check. The amount of this bond shall not be less than five percent (5%) of the total amount of the bid and may be shown in dollars or on a percentage basis.
  
- X     D.     **NON-COLLUSION AFFIDAVIT**  
          This form is to be completed and signed by the Contractor and notarized.
  
- E.     **STATEMENT OF CONTRACTOR'S QUALIFICATIONS**  
          To be filled in and submitted by the Contractor.

**THE FOLLOWING FORMS ARE TO BE EXECUTED AFTER THE CONTRACT IS AWARDED:**

- X     F.     **CONTRACT**  
          This Agreement is to be executed by the successful bidder.
  
- X     G.     **PERFORMANCE BOND**  
          To be executed by the successful bidder and his surety company.

**BID SHEET**

BID CALL 2004-04  
BULK ROCK SALT  
OPENING DATE: FRIDAY, SEPTEMBER 19, 2003  
OPENING TIME: 3:00 p.m. (L.S.T.)

ROCK SALT DESCRIPTION:

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PRICE PER TON: \$ \_\_\_\_\_

DELIVERY DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

I hereby certify that the above-described rock salt meets or exceeds all specifications of "Bid Call 2004-04" for the City of Morgantown, West Virginia, except as noted on the "Exceptions to the Specifications" sheet submitted with this bid.

SIGNED: \_\_\_\_\_  
          AUTHORIZED REPRESENTATIVE

**STATEMENT OF NON-COLLUSION**  
**BID CALL 2004-04**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the enclosed bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or on any other Bidder, or, to fix any overhead profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Morgantown or any person interested in the proposed contract; and
- (5) The price or prices quoted in the enclosed bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires on \_\_\_\_\_

(SEAL)

**BID BOND CHECK**  
BID CALL 2004-04  
BULK ROCK SALT

Attached hereto is certified check for \_\_\_\_\_

dollars (\$ \_\_\_\_\_) payable to the City of Morgantown, this amount being five percent (5%) of the total bid based upon the estimated cost.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Bidder (Company Name)

\_\_\_\_\_  
Address  
\_\_\_\_\_

**PERFORMANCE BOND**  
BID CALL 2004-04  
BULK ROCK SALT

KNOW ALL BY THESE PRESENTS:

that \_\_\_\_\_, as Principal and \_\_\_\_\_,  
as Surety, a corporation of the State of \_\_\_\_\_,  
whose principal office is located in the City of \_\_\_\_\_,  
State of \_\_\_\_\_, are firmly bound unto \_\_\_\_\_,  
as Obligee, to fulfill the obligations of the principal and the Surety under the Contract to which  
reference is hereafter made, in the amount of \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) for the payment whereof Principal and Surety bind themselves, their  
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, Principal has, by written Agreement dated \_\_\_\_\_,  
entered into a contract with Obligee for Bid Call 2004-04 as set forth in the Specifications and  
Contract Documents dated \_\_\_\_\_, 20\_\_\_\_, the provisions of which were  
approved by the City of Morgantown, which contract, including all modifications to the Surety  
being hereby waived, is by this reference made a part hereof, and which is hereinafter referred to  
as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully  
perform all provisions of the Contract on his part, and maintain the Obligee and Obligee's  
property free and clear of all liens arising out of agreements for labor and materials, mechanics,  
and subcontractors with provisions and supplies for the carrying on of such work, and indemnify  
and save harmless the Obligee from all loss, cost, or damage which it may suffer by reason of  
failure to do any of the foregoing, then this obligation shall be void; otherwise, it shall remain in  
full force and effect.

All persons who have furnished labor, materials, or supplies for use in and about the work  
provided for in the Contract shall have a direct right of action under this bond, subject to the  
owner's priority.

Any suit under this bond shall be instituted before the expiration of two (2) years from the date  
on which final payment under the CONTRACT falls due.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**AGREEMENT  
BID CALL 2004-04  
BULK ROCK SALT**

This Agreement is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF MORGANTOWN, hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as the "Vendor".

WITNESSETH

That the Vendor, for the consideration hereinafter fully set out, and the City agrees that:

1. SCOPE OF WORK

The Vendor agrees to furnish 750 tons of BULK ROCK SALT in the manner and form provided by the Contract Documents made a part hereof, entitled: BID CALL 2004-04.

2. DELIVERY

The Vendor shall arrange with the City to deliver 750 tons as soon as practicable after the execution of this Agreement.

3. PAYMENT

The City agrees to pay the Vendor for 750 tons of BULK ROCK SALT the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

Payment(s) will be made by the City of Morgantown within thirty (30) days for amounts delivered after receipt of invoices, and upon subsequent acceptance of such and approval of invoices.

4. GUARANTEE

The Vendor guarantees the same material against all defects in workmanship and materials in design.

5. PERFORMANCE BOND

The Vendor shall include with this contract an acceptable "Surety Bond" in favor of the City, in the sum full contract payment, and this contract shall not obligate the City until such Performance Bond has been tendered.

6. ADDITIONAL AMOUNTS

The Vendor agrees to sell and deliver to the City additional amounts as requested by the City of up to 750 tons at the unit price quoted on the bid sheet.

IN WITNESS WHEREOF, the parties hereto have executed the Contract under their several seals on the day and year first written, the name and corporate party being hereto affixed and duly authorized, each of which counterparts shall, without proof of accounting for the other counterparts, be deemed an original contract.

CITY OF MORGANTOWN

VENDOR

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney