

COUNTY OF CARBON  
INVITATION TO BID  
FOR  
(2) CAMPING CABIN KITS

**Written Inquiry Period Deadline**

**Via Email Only:**

3:30 P.M. Friday, April 7, 2017

To: carbonpurchasing@carboncounty.net

**Submittal Deadline:**

3:30 P.M., Monday, April 17, 2017

To: Carbon County Controller  
Courthouse Annex, 2<sup>nd</sup> Floor  
2 Hazard Square  
P.O. Box 59  
Jim Thorpe, Pa. 18229

**Your Bid Must Include (1) Original & (2) Copies of:**

- Proposal, Pg. 10
- 10% Bid Bond
- Non-Collusion Affidavit

**County's Point of Contact:**

Linda Dopira, Purchasing Manager

Ph: (570) 325-8988

Email: [carbonpurchasing@carboncounty.net](mailto:carbonpurchasing@carboncounty.net)

**LEGAL AD**

**INVITATION TO BID**

THE COUNTY OF CARBON WILL RECEIVE SEALED BIDS, UNTIL 3:30 P.M. (PREVAILING TIME) APRIL 17, 2017 IN THE OFFICE OF THE COUNTY CONTROLLER, COURTHOUSE ANNEX, 2<sup>ND</sup> FLOOR, P.O. BOX 59, JIM THORPE, PA 18229, FOR THE FOLLOWING:

**(2) CAMPING CABIN KITS**

BID DOCUMENTS MAY BE OBTAINED BY CONTACTING THE PURCHASING DEPARTMENT AT (570) 325-8988, COURTHOUSE ANNEX, 2<sup>ND</sup> FLOOR, JIM THORPE, PA.

BIDS WILL BE OPENED AT THE COMMISSIONERS MEETING HELD ON THURSDAY, APRIL 20, 2017 AT 10:30 A.M. PREVAILING TIME.

THE AWARD WILL BE MADE, USUALLY WITHIN THIRTY (30) DAYS, TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER SUBMITTING A BID IN CONFORMITY WITH THE SPECIFICATIONS. HOWEVER, THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

**CARBON COUNTY BOARD OF COMMISSIONERS**

Linda Dopira  
Purchasing Manager

Adv. 3/31 & 4/3/17

**COUNTY OF CARBON  
GENERAL INSTRUCTIONS**

1. All bidders must be prepared to present suitable evidence of similar work recently completed or goods supplied.
2. No verbal instruction or verbal information to bidders will be binding on the County. The written instructions will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the opening of the bids.
3. Should any alterations to the bid specifications be deemed necessary by the County, these alterations will be made in the form of written addenda, which may be distributed by email with receipt acknowledgement to those persons whose name and address are on record as having obtained the Bid Documents, not less than five (5) business days prior to the bid due date.
4. Submission of a bid will be considered as conclusive evidence of the Bidder's complete examination and understanding of the specifications.
5. Bid Proposal Sheet/Signature Page is provided as part of the Specifications. This form must be used in submitting a bid. All pages of the form must be completely filled out and signed by the Bidder.
6. Each bid must be enclosed in a sealed envelope, clearly marked on the outside with the bidder's name, address and the words **“(2) Camping Cabin Kits”** delivered to the Controller's Office.
7. No bid may be withdrawn later than 10: 00 A.M. on the day of the bid opening. No modifications, clarifications or explanations of any bids will be allowed after the bid is sealed and delivered to the Controller's Office, County of Carbon, Second Floor, Courthouse Annex, Jim Thorpe, PA. By submitting a bid, bidder agrees that the bid will remain open and active until a contract is signed by the successful bidder or until rejected by the County.
8. In the event that a bid contains calculation errors, the lower of the total bid amount or of the unit price shall prevail.
9. The County reserves the right to reject any or all bids, or parts thereof as deemed to be in the best interest of the County.
10. The General Instructions, Specifications and the Proposal/Signature page constitute the bid packet. By submitting a bid, the Bidder is deemed to have accepted all of the terms and conditions set forth in the bid packet documents. All work required shall be performed in a good and workmanlike manner and in accordance with the specifications. All materials/products provided shall be of a good quality and in accordance with the specifications.
11. No bids will be accepted unless submitted on the forms furnished herein. All bids must be

sealed, marked and delivered in accordance with these instructions. Bids will be opened at the Commissioner's Meeting.

**AWARD OF CONTRACT**

12. The award will be made, usually within thirty (30) days to the lowest responsible and responsive bidder submitting a bid in conformity with the specifications. However, the County reserves the right to reject any or all bids.
13. The County may waive and/or allow bidder to rectify or remedy any irregularities, defects, and/or informalities in the bid at the sole option of the County.

**FORM OF CONTRACT**

14. In the event the successful bidder fails or refused to execute a formal written contract with the County of Carbon in form and content acceptable to the County, and to submit a performance bond, if required, within fourteen (14) days after notice of acceptance of his bid, his security deposit may be declared forfeited as liquidated damages, the letter of acceptance of his bid may be revoked, and all obligations of the County in connection with the bid may be canceled.

**EXTRAS**

15. No extras or additional work will be allowed or paid for unless such extras or additional work are/is ordered in writing by the Carbon County Board of Commissioners and with the price and service established and agreed upon before such extras are delivered or work is performed.

**ADDITIONS OR DEDUCTIONS**

16. The County shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In the event such deductions or additions are made, an equitable price adjustment shall be made between the County and the Bidder. Any such adjustments in price shall be made in writing.

**PROTECTION BY BIDDER**

17. The Bidder agrees to indemnify and save harmless the County of Carbon, its representatives, employees and agents, from all claims, demands, actions, suits and liabilities arising from the Bidder's own fault or negligence or through the negligence or fault of the manufacturer or goods supplied by the Bidder. This obligation shall extend to and include, all litigation costs and reasonable attorney fees incurred by the County in response to such claims, demands, actions or liabilities, provided it is ultimately determined that such claims result from the Bidder's or manufacturer's fault or negligence.
18. The Bidder shall indemnify, defend and hold harmless the County and all of its employees, officials, representatives, and agents, from and against all claims, damages, losses, liabilities, cause of actions, settlements, costs, and expenses, including but not limited to attorney fees and professional fees, arising out of or resulting from the performance of work under this agreement, and from the negligent acts or omissions of the Bidder or its employees and agents and from any claims arising from the Workers or Workmen's Compensation Act. This includes any such claims, damage, loss, liability, cause of action, settlement, costs, and expenses, including but not limited to attorney fees and professional fees, attributable to bodily

injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused in whole or in part by any act or omission of the Bidder or anyone directly or indirectly employed by it or anyone for whose acts it may be liable, regardless of whether it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate or abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the County, or any of its employees, officials, representatives or agents, by an employee of the Bidder, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder under the Workers or Workmen's Compensation Act, disability benefits acts, or other employees benefits acts.

19. The Bidder shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written approval of the County.

**SAMPLES**

20. When samples are required, they must accompany the bid, unless otherwise designated in the specifications.
21. Samples submitted will become property of the County. The entire cost of sample(s) shall be paid for by the Bidder, unless previous written arrangements have been made with the County.

**BRAND NAME(S)**

22. Bidders will note that where specifications indicate a specific brand name, that specification is used to indicate a minimum level of quality that will be accepted. This specification shall mean that products of equal or better may be substituted, subject to approval and acceptance by the County as the sole judge of "or equal" status, unless specifically noted that "No Substitutions" may be made.

**DISPOSAL OF MATERIAL, SUPPLIES, ETC., NOT APPROVED**

23. In the event that materials, supplies, etc. are delivered which do not comply with specifications and have not been approved by the Purchasing Department, the Bidder, upon notification, shall immediately remove from the premise any such materials, supplies, etc. and replace them with materials, supplies, etc. in full compliance with the specifications.

**PAYMENTS**

24. Payments shall be made to the Bidder within thirty (30) days of receipt of undisputed invoice after inspection by and acceptance of the material, goods and/or work by the authorized representative of the County and approval of the invoice by the ordering department.

**EXEMPTION FROM FEDERAL EXCISE AND PENNSYLVANIA SALES TAX**

25. The County of Carbon is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes as a political subdivision of the Commonwealth of Pennsylvania. Net prices as shown in the Proposal and Net Invoices shall exclude such Federal and State taxes.

26. This provision shall not apply to construction, repair and/or maintenance contracts where Bidder purchases supplies, materials and/or equipment and includes costs thereof in computation of bid or proposal.

### **PRIORITY OF TERMS**

27. It shall be understood that in all cases the terms and conditions as detailed in the Specification shall supersede terms and conditions as detailed in the General Instructions.

### **PUBLIC INFORMATION**

28. After bids are opened, all bid results shall be considered public information and as such available for public review.

29. Bids may be reviewed in the Commissioners' Office following award of contract.

### **LOSS OF FUNDING**

30. The Bidder shall not assess any termination charges against the County for termination due to non-appropriation of funds.

31. The County's obligations are contingent upon appropriation of funds for the contract purpose. The Contract may be terminated by the County as follows:

- A) Within 30 days in writing.
- B) For contractor non-performance or inadequate performance.
- C) For non-availability of funds, County, State and or Federal.

32. The County will pay for work currently in progress. Bidder shall not begin any additional work on effected contract upon receipt of notification of intent to terminate by the County.

### **BID SECURITY**

33. A bid bond with corporate surety, certified check, cashier's check, bank good faith check, other irrevocable letter of credit, or other security permitted by the County Code in the amount of at least ten percent (10%) of the amount bid is required when a bid is submitted. A bid with the required security must be made payable to the County of Carbon and must be enclosed with the bid. The bid will be rejected if the security is not submitted along with the bid. The security shall guarantee that a bidder awarded a contract will fully and faithfully comply with all terms of the contract. The security of the unsuccessful bidders will be returned within thirty (30) days upon award of said bid. All bonds submitted must bear legal signatures by both principal or authorized agent and surety to be accepted.

### **BONDS**

34. For the purchase of goods and/or services which are bid, the successful bidder shall be required to furnish a bond with surety or irrevocable Letter of Credit or other security permitted by the County Code guaranteeing performance of the contract for one hundred percent (100%) of the amount of the contract within ten (10) days after the contract has been awarded. Surety shall be with a company licensed to do business in the Commonwealth of Pennsylvania.

35. Upon failure to furnish the required bonds, irrevocable letter of credit or other security permitted by the County Code within ten (10) days after award of the contract, said award shall be void, and any bid bond or other security required to be furnished with the initial bid shall be forfeited to the County as liquidated damages.
36. All bonds or Letter of Credit submitted must bear legal signatures of both principal or authorized agent and surety to be accepted.
37. The entire cost of all bonds shall be paid for by the Bidder.

#### **LIABILITY FOR LOSS OR DAMAGE**

38. The Bidder shall at all times indemnify and save harmless the County and agents and employees of the County, from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees, and liabilities incurred in connection therewith, arising out of injury to, or death of any person, or damage to property of any kind by whomsoever owned, caused in whole or in part by the acts or omissions of Bidder, any of Bidder's subcontractors, Bidder's material men, or any other person directly employed by any of them, while engaged in the performance of this Contract or any activity associated with this Contract. Bidder shall further indemnify the County against any such claims whether or not such claims arise out of allegedly negligent instruction or directions given or purportedly given by any of the County's representatives with respect to the performance of the work or any aspect thereof.

#### **COMPLIANCE WITH APPLICABLE LAW**

39. Bidder shall comply with the provisions of any and all applicable state, federal and local laws as may be now or hereafter in force. Bidder accepts exclusive liability for and shall indemnify and hold the County harmless with respect to compliance with laws and payments for work performed and for materials supplied and installed.
40. **Licenses; Compliance with Applicable Laws.** Bidder shall procure all permits, licenses, and other documents issued by governmental entities or administrative bodies necessary for initiating or carrying out the work. Bidder shall comply with all regulations, ordinances, directives, and laws in force and bearing on the conduct of the work, and materials supplied and/or installed.
41. **Compliance with County Code.** All bids shall comply with the County code. Further, all bids shall comply with 16 P.S. Section 1802 (j) where applicable.

**COUNTY OF CARBON**  
**(2) LOG CABIN KITS**  
**MINIMUM SPECIFICATIONS**

**INTENT OF SPECIFICATIONS**

1. It shall be the intent of these specifications to cover the terms and conditions under which a successful Bidder shall be responsible to sell and deliver two (2) two-room log camping cabin kits to the County of Carbon (hereinafter called the "County") through sealed bids as described herein and in strict accordance with the following specifications.

**CONTRACT TERM**

2. Following execution of the contract, successful Bidder shall deliver the log cabin kits to the County on or before thirty (30) days of receipt of the County's Purchase Order.

**PROPOSAL PRICE**

3. It is understood by Bidder that the lump sum bid price shall include all shipping and delivery costs associated with the bid specifications, and that the County will not be invoiced for any additional expense above the Bidder's proposed price.

**SHIPPING/BILLING INFORMATION**

4. Shipping and billing address for the order resulting from the awarded contract shall be:

Mauch Chunk Lake Park  
625 Lentz Trail  
Jim Thorpe, Pa. 18229  
Contact: Dave Horvath  
Phone: (570) 325-3669

**CABIN CONSTRUCTION**

5. General:

Cabin shall be a pre-manufactured kit and include all necessary materials and hardware for field/factory assembly. The two-room cabin kit shall include four (4) horizontal slider windows with screens and one (1) entrance door with separate screen door; one (1) interior door; one (1) double bed and two (2) sets of bunk beds with 4" thick mattresses. Cabin dimensions shall be a minimum of 13' x 15' with a 6' porch.

6. Materials:

- a. Walls: Select pre-cut straight 4" x 6' tongue and groove logs with insulation between logs; pre-drilled for the included wiring and fasteners and pre-notched for corners.
- b. Ceiling: Pre-cut solid 2" x 6" pine tongue and groove on pre-cut select 4' x 6' rafter beams rated for 50 lbs-per-square-foot snow load.
- c. Floor: Pre-cut solid 2" x 6" kiln-dried #1 pine tongue-and-groove decking placed on 4" x 6" pressure-treated skids.



- d. Roof: 30-year warranted Owens Corning (or comparable) fiberglass cedar shake shingles complete with 15 lb. asphalt paper and nails. Roof overhang shall be 15" from outside wall of cabin and porch.
- e. Windows: Insulated double-pane horizontal sliders and screens with all window hardware. Front and rear windows approximate size of 37½" x 35", two side windows 24" x 26".
- f. Exterior Door: (1) 9-Lite 2-panel insulated metal entrance door with (1) exterior finished wood screen door with all necessary hardware for both. Doors measure approximately 34" x 80".
- g. Interior Door: 6-panel solid pine with hinges and door knob.
- h. Porch: Pre-assembled wood railings, 2" x 6" pressure-treated pine porch decking, with above described roof. Galvanized fasteners and pressure-treated 4" x 4' pine porch posts included.
- i. Skid Joists: Pre-cut solid 4" x 6" pressure-treated pine skids (5 minimum).
- j. Electrical Package: Must include all necessary wiring and hardware for the installation of the interior and exterior light fixtures, electrical boxes, receptacles, smoke detectors and face plates.
- k. All hardware shall be designed and sized for the intended loads as specified.

### **MOISTURE PROTECTION**

- 7. Shingles and Roofing Materials: Roofing materials shall be designed for the size cabin indicated in the specifications. Roofing material to include: 15# felt, self-seal fiberglass/asphalt 30-year or better shingles, and galvanized roofing nails, aluminum drip edge.
  - a. Fiberglass Shingles: GAF fiberglass shingles or approved equal, 5" exposure and a 30-year or better warranty. Color shall be approved. Roof shall be covered with preformed ridge shingles. Install as per Manufacturer's printed instructions with a ½" to ¾" overhang beyond drip edge at eaves and rakes.
  - b. Drip edge shall be pre-finished, pre-formed aluminum.

### **ELECTRICAL**

#### 8. Code and Certificate:

The latest edition of the National Electrical Code shall be the guide to minimum electrical requirements. The specifications shall govern when the design exceeds the minimum standards of the National Electrical Code.

#### 9. Materials and Devices:

All materials and devices shall be new, unless otherwise noted, and of such quality, quantity, capacity, type, and size to assure the complete system operating continuously and

satisfactorily. Materials and devices shall be as specified or approved equal.

- a. Electric wires are to be sheathed in conduit under cabin so therefore protected against rodent damage.
- b. Number 12 electrical wires are to be used for 20 amp service. Two circuits, one for lights and one for receptacles are to be provided. Minimum of two (2) receptacles, two (2) ceiling lights and one (1) porch light included.
- c. All logs are to be pre-drilled for electrical wires and fasteners.

**ROUGH HARDWARE**

10. Nails, screws, bolts, nuts, washers, etc., shall be sufficient to secure materials rigidly in place including electrical work. Hot dipped galvanized hardware conforming to ASTM Specification A-153 is required where exposed, including steel beam/column connector plates and roofing nails. Hot dipped galvanized or stainless steel nails shall be used to secure fascia and rake boards.

**ALTERNATE #1: ONSITE ASSEMBLY, ADDITIONAL REQUIREMENTS:**

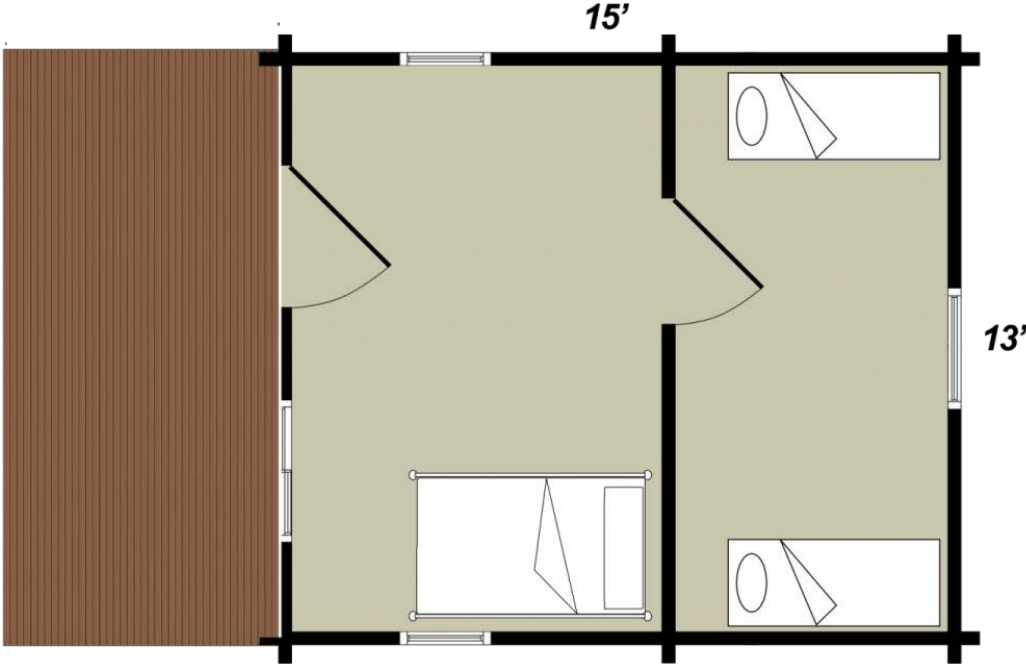
**11. Insurance Requirements:**

If the County opts to accept Alternate #1, onsite assembly by Bidder, it is understood and agreed by the Bidder that prior to the commencement of any work under this proposal, the Bidder shall supply to the County written proof of workers compensation insurance coverage to cover employees doing the work for the County. The Bidder will thereafter maintain Comprehensive General Liability Insurance in the amount of at least \$2,000,000 Bodily Injury and Property Damage. The Certificate of Insurance must name the County of Carbon as an additional insured and state that the coverage shall be primary and non-contributory.

The Bidder shall notify the County within 48 hours of any change or modification of insurance coverage. Additionally, the Bidder shall hold the County harmless for any acts of the Company and its employees.

The Bidder shall at all times maintain and keep in force at its expense such casualty, liability, property damage, Bidder's contingent liability insurance, and statutory workers compensation and employer's liability insurance as will protect Bidder from any and all of the foregoing risks and from any and all claims under workmen's compensation and other employees benefit laws.

**CABIN FLOOR PLAN**



**FORM OF PROPOSAL**

The undersigned offers, subject to the terms, conditions and requirements of the annexed general conditions and specifications, to sell and deliver to the County of Carbon in the state of Pennsylvania, (F.O.B., the Court House, Jim Thorpe, Pennsylvania), in said County (2) cabin kits within thirty (30) days of receipt of County's Purchase Order for the sum or price of \$\_\_\_\_\_ Dollars and agrees if its bid is accepted to abide by and conform to and in all respects comply with the annexed general conditions and specifications. Enclosed, find a Bid Bond, Certified Check, Cashier's Check, or Treasurer's Check issued by a security company authorized to do business in the Commonwealth of Pennsylvania in the amount of \$\_\_\_\_\_, being 10% of bid. Quoted price shall include all shipping, delivery and destination charges.

**ALTERNATE #1: ONSITE ASSEMBLY BY BIDDER** \$\_\_\_\_\_

**Bidder acknowledges receipt of the following Addenda (if applicable):**

# \_\_\_\_\_, # \_\_\_\_\_, # \_\_\_\_\_

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Company Name)*

\_\_\_\_\_  
*(Name Printed)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Phone)*

\_\_\_\_\_  
*(E-Mail)*

*Only proposals signed by Principal of Company or Authorized Agent will be accepted.*

**BID BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto \_\_\_\_\_ as owner, in the penal sum of  
\_\_\_\_\_ for the payment of which, well and truly to be made, we  
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and  
assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
The conditions of the above obligation is such that whereas the Principal has submitted a certain  
Bid attached hereto and hereby made a part hereof to enter into a contract in writing, for the  
\_\_\_\_\_.

**NOW, THEREFORE,**

**(a) If the Bid shall be accepted by the Owner, and the Principal shall execute, deliver, and enter into a Contract with the Owner in accordance with the terms of such bid, and give such bond or bonds or security as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to execute, deliver, and enter such Contract and give such bond or bonds or security, then the Principal and Surety shall, upon demand, forthwith pay to the Owner the amount of the penal sum set forth above.**

**(b) If said Bid shall be rejected, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.**

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.**

\_\_\_\_\_  
**PRINCIPAL**

\_\_\_\_\_  
**SURETY**

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

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

**PERFORMANCE BOND**

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

\_\_\_\_\_  
(Hereinafter called the Principal) as Principal, and \_\_\_\_\_  
a corporation organized and existing under the laws of the State of \_\_\_\_\_  
having its principal office at \_\_\_\_\_

(Hereinafter called the Surety) as Surety are held and firmly bound unto the COUNTY OF  
CARBON in the Commonwealth of Pennsylvania, (hereinafter called the Obligee) in the sum of:  
\_\_\_\_\_ Dollars

lawful money of the United States of America, for the payment of which, well and truly to be made  
to the said Obligee, its certain successors and assigns, we bid ourselves, our heirs, executors,  
administrators and everyone of them firmly by these presents.

Sealed with our seals, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WHEREAS, the above bound principal has entered into a contract with the Obligee, dated  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, whereby it agrees to sell and deliver to  
the Obligee on or before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ dollars,  
for the price or sum of \_\_\_\_\_  
which contract by reference is made a part hereof.

NOW, THEREFORE, the condition of this Obligation is such that if the above bounded  
Principal shall and do well and truly in all respects faithfully comply with the contract, and with  
the terms, conditions, covenants and promises thereof, and shall so save, defend, keep harmless  
and indemnify the said Obligee from and against any and all loss, damage, or expense, by reason  
of \_\_\_\_\_ failure to comply with the contract, and so that no  
extension of time granted by the said Obligee for the performance thereof, and no variations in the  
terms of the Contract, and nothing but the full, faithful and complete and actual performance  
thereof by Principal shall release the Principal or Surety, or either of them from liability there  
under, without any fraud or further delay, then this obligation to be void, otherwise, to be and  
remain in full force and virtue.

IN WITNESS WHEREOF, the Principal and Surety, respectively, or their duly authorized  
offices, have set their hands and have caused the respective seals to be affixed hereto pursuant to  
their legal authority so to do.

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

ATTEST OR WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
ATTEST OR SEALED and delivered in the  
presence of:

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

Attorney-in-Fact

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and 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 the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term complementary bid as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. FAILURE TO FILE AN AFFIDAVIT IN COMPLIANCE WITH THESE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF THE BID.

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_: Contract/Bid No. \_\_\_\_\_

:s.s.

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

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid. I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit complementary or other noncompetitive bid.

(5) \_\_\_\_\_, its affiliates, subsidiaries, officers,  
(Name of my firm)

directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges  
(Name of my firm)

that the above representations are material and important, and will be relied on by the County of Carbon in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the County of Carbon of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, \_\_\_\_\_

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

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



## **NONDISCRIMINATION CLAUSE**

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, handicap, ancestry, national origin, age or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or worker's representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source or recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contract was not on notice of the third-party discrimination or made a good faith effort to correct it; such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligation under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on

reporting forms supplied by the contracting agency.

8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

## CONTRACT

Articles of Agreement made this \_\_\_ day of \_\_\_\_\_, 2017 between \_\_\_\_\_, a business corporation having a principal office at \_\_\_\_\_ (hereinafter called the CONTRACTOR), and the County of Carbon, a Pennsylvania County of the sixth class, having its principal offices at 2 Hazard Square, Jim Thorpe, Pennsylvania (hereinafter called the COUNTY),

### WITNESSETH:

That the CONTRACTOR for and in consideration of the covenants, promises, agreements herein contained on the part of the CONTRACTOR covenants, promises and agrees to and with the COUNTY to sell and deliver to the COUNTY (2) Camping Cabin Kits for a total sum or price of \_\_\_\_\_ (\$ \_\_\_\_\_) as per attached specifications, and to be bound by and in all respects conform to and comply with the annexed proposal and the terms, conditions and requirements of the annexed general instructions, conditions and specifications, all of which are incorporated by reference and made part hereof. Term of the agreement shall commence on \_\_\_\_\_, 2017 and terminate on \_\_\_\_\_, 2017.

This Contract may be cancelled by the COUNTY by giving the CONTRACTOR thirty (30) days written notice of Intent to Cancel. If the Contract is terminated by the COUNTY, the CONTRACTOR will be paid for undisputed and verified time or goods furnished by the CONTRACTOR, and for undisputed and verified expenses. In the event of an early termination by the COUNTY, the COUNTY shall be entitled to a pro-rata refund of any amounts paid in advance for services or goods under this Contract.

That the COUNTY, for and in consideration of the covenants, promises and agreements herein contained on the part of the CONTRACTOR, covenants, promises and agrees to and with the CONTRACTOR to pay the CONTRACTOR undisputed amounts as stated above, after the CONTRACTOR has properly completed its performance in a good and workmanlike manner and in accordance with the specifications and bid, within thirty (30) days of receipt and approval of invoice.

This Agreement contains the entire understanding between the parties and supersedes all prior Agreements and understandings relating to the subject matter hereof.

No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing and signed by the parties.

Each provision of this Agreement shall be considered severable such that if any one provision or clause conflicts with existing or future applicable law, or may not be given full effect because of such law, this shall not affect any other provision which can be given effect without the conflicting provision or clause.

The failure of a party to enforce the provisions of this Agreement shall not be construed as a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

The rule of construction that ambiguities in an agreement are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original.

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue for any disputes involving this Contract shall be in the Court of Common Pleas of Carbon County, Pennsylvania, and shall be heard by a judge, and the parties waive their right to trial by jury.

IN WITNESS WHEREOF, the said parties have hereunto caused their common or corporate seals to be affixed hereto and to be witnessed or duly attested by their proper officers, the day and year first above written.

*(Company Name)*

ATTEST OR WITNESS:

BY:

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_

\_\_\_\_\_  
*(Name Printed)*

\_\_\_\_\_  
*(Title)*

COUNTY OF CARBON

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
COUNTY COMMISSIONERS

\_\_\_\_\_  
*(Date of Board Approval)*

ATTEST: \_\_\_\_\_ (SEAL)  
CHIEF CLERK/COUNTY ADMINISTRATOR

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
COUNTY SOLICITOR