

## INVITATION TO BID

### SHACOG PURCHASING ALLIANCE

Sealed bids will be received by the SHACOG Purchasing Alliance until 2:00 PM on Thursday, March 16, 2023 at the offices of the South Hills Area Council of Governments (SHACOG), to be publicly opened and read immediately thereafter, for the following commodities:

1. Road Aggregates
2. Liquid Asphalt
3. Bituminous Surfacing Materials
4. Traffic Paint
5. Line Painting and Reflective Glass Beads
6. Guide Rails and Posts – Components and Installed
7. Traffic Signs and Sign Posts
8. Thermoplastic Pavement Markings
9. Frames, Rings & Grates – Cast Iron and Steel
10. Precast Concrete Inlets and Risers
11. Manhole Inserts
12. Plastic Pipe
13. Swimming Pool Chemicals
14. Wastewater Treatment Chemicals
15. Fertilizers
16. Weed Killer
17. Ballfield Mixture
18. Top Soil
19. Hardwood Bark Mulch
20. Wood Carpet
21. Mushroom Compost
22. Portable Toilet Rental Service

Vendors must pay the annual administrative fee to be registered with the SHACOG Purchasing Alliance to access and submit the bids. Directions on how to register, access the General Instructions to Bidders, Specifications, Official Proposal Forms and submit the bids may be obtained from the SHACOG office, 2600 Old Greentree Road, Carnegie, PA 15106, 412-429-1130, [sue.dawson@shacog.com](mailto:sue.dawson@shacog.com).

All bids must be prepared online and then printed and submitted in written form in a sealed envelope addressed to the "SHACOG Purchasing Alliance" and have the words "PROPOSAL FOR “\_\_\_” marked on the outside of the envelope. Bidders are invited to submit proposals on any or all commodities but each commodity bid must be submitted in a separate sealed and marked envelope. Unless stated otherwise, each bid must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK, or BID BOND in the amount of ONE THOUSAND (\$1,000.00) DOLLARS and made payable to the "SHACOG Purchasing Alliance and Its Participating Municipalities."

The governing bodies of the member municipalities reserve the right to reject any or all bids or to waive any minor discrepancies in the bid or specifications when deemed to be in the best interest of the municipality.

Stanley Louis Gorski  
SHACOG Purchasing Alliance

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## SHACOG PURCHASING ALLIANCE

### 2023 SPRING COMMODITIES

#### GENERAL INSTRUCTIONS TO BIDDERS

1. The SHACOG Purchasing Alliance is a cooperative venture of eight (8) Councils of Governments within Allegheny County and Butler County, Pennsylvania, which is administered by the South Hills Area Council of Governments (SHACOG). Its purpose is to facilitate purchases of the listed product(s) by combining volumes for a single joint, public, competitive bid. Neither SHACOG nor any other Council of Governments will accept a bid on behalf of any participating municipality nor will SHACOG or any other Council of Governments be a party to any contract between the bidder and a participating municipality. Each participating municipality retains the right to accept a bid, enter into contract with and make purchases from the bidder. Each Council of Governments, as a corporate entity, also has the right to accept a bid on its own behalf and enter into contract with and make purchases from the bidder.
2. All bids must be submitted in the manner directed by the SHACOG Purchasing Alliance. All instructions, specifications and bid forms must be accessed on line at the SHACOG website, [www.shacog.com](http://www.shacog.com). All bids must be prepared online. Once prepared, the computer program will date and time stamp each bid to verify its completion. **After completion, each bid must be sealed, printed, signed and submitted in written form.** Hand written bids will be rejected and no independent data entry will be made by or in the SHACOG office. If the bidder does not have a *User Name or Password* to access the website and bid program, the bidder should contact Sue Dawson (412-429-1130) in the SHACOG office. Although the completed online proposal form will be stored, the signed, paper bid (Official Proposal) will be the official document. Directions as to how to secure the bid documents, to include Specifications, General Instructions to Bidders and Official Proposal (Bid) Forms, may be obtained from the South Hills Area Council of Governments (SHACOG), 2600 Old Greentree Road, Carnegie, PA 15106-3732, 412-429-1130, [sue.dawson@shacog.com](mailto:sue.dawson@shacog.com), which provides administrative services for the Purchasing Alliance. **All bids must be submitted on the official forms provided by the SHACOG Purchasing Alliance through the SHACOG website.**
3. Each bid shall be clearly marked on the outside of the envelope that it is a **SEALED BID** and shall be addressed to the SHACOG Purchasing Alliance, c/o South Hills Area Council of Governments, 2600 Old Greentree Road, Carnegie, PA 15106-3732. **If bids are being submitted on more than one commodity, the bid for each commodity must be in a separate sealed envelope.** The name of the item for which the bid is being submitted must be indicated **on the outside of the envelope**. If the bid is submitted through a carrier such as the United Parcel Service (UPS) or Federal Express (FedEx), the bid shall be enclosed in a separate, properly marked, sealed envelope that is placed inside the container provided by the carrier. If more than one bid is being enclosed in that container, the bid for each product must be enclosed in a separate, properly marked sealed envelope.
4. No responsibility will attach to any Purchasing Alliance representative for the premature opening of a bid not properly addressed and identified.
5. Unless stated otherwise, **EACH BID** must be accompanied by a **BID BOND, CERTIFIED CHECK or CASHIER'S CHECK** made payable to the "SHACOG Purchasing Alliance and Its Participating Municipalities" in the amount of **ONE THOUSAND (\$1,000.00) DOLLARS**, the condition of which is that **NO BID PROPOSAL MAY BE WITHDRAWN FOR SEVENTY-FIVE (75) CALENDAR DAYS AFTER THE PROPOSALS ARE OPENED**. All bids must remain valid for the stipulated seventy-five (75) calendar day period unless otherwise indicated in the item specifications or the official bid form. Any bidder may withdraw its proposal at any time prior to the time set for receipt of the bids. The bid security will be retained for the stipulated seventy-five (75) calendar day period after the proposals are opened.
6. Participating municipalities in the Purchasing Alliance are exempt from Federal excise taxes and State sales taxes. Bidder, therefore, should not include any such taxes in its calculations or in the prices bid.

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7. The successful bidder shall be prepared to provide a Performance Bond in the amount of one hundred (100%) percent of the estimated purchase price when the total estimated purchase exceeds the bid threshold of either the Purchasing Alliance (\$21,900.00) or that of the participating municipality. When required by the Purchasing Alliance, the Performance Bond shall be issued in favor of the "SHACOG Purchasing Alliance, as its interests may appear, and Its Participating Municipalities." When required by a participating municipality, the Performance Bond shall be issued in favor of that municipality.
  8. Unless otherwise indicated in the item specifications, all prices quoted shall include delivery to the participating municipalities. Unless otherwise specified, all materials, supplies or equipment quoted herein must be delivered within five (5) days from the date the order is placed.
  9. An **Economic Price Adjustment** is permitted as described in this Section 9. The bid price(s) must remain firm for a period of seventy-five (75) calendar days after the bidder's proposal is opened. The bid price(s) shall be the base price(s) from which any price adjustments are made. After that stipulated seventy-five (75) day period, unless otherwise provided in the detailed specifications, which provisions shall be controlling, the bidder shall have a right to increase or decrease its bid price(s) up to an amount equal to the bidder's increase or decrease in the cost of shipping, transportation, labor and/or raw materials used in the manufacture of its product(s) or in the provision of its service(s). Bidder may make this price adjustment upon giving 15 days' written notice of such adjustment to the participating municipality, said notice to include written documentation from the bidder's source of supply verifying the bidder's increase or decrease in cost(s). If the bid price has increased, the participating municipality shall then notify the bidder whether or not it will purchase from the bidder at the increased price. In the event the participating municipality refuses to pay the increased price, then the contractual relationship or purchasing arrangement shall be terminated and neither the bidder nor the participating municipality shall be liable to the other as a result of such termination.

Since the Purchasing Alliance is not a party to any contract or purchasing arrangement between a bidder and a participating municipality, it does not have the authority to, nor will it, approve, disapprove, accept or reject any price adjustment. That action can only be taken by the participating municipality affected by a price adjustment. Consequently, all communications concerning a price adjustment must be from the bidder to the participating municipality. Nonetheless, the bidder shall keep the Purchasing Alliance informed of any price adjustment for record-keeping purposes, but it must recognize that the Purchasing Alliance is not obligated to disseminate that information to the participating municipalities.

10. In case of a discrepancy between the prices listed by the bidder for separate items or single units, and the total price, the item or unit price shall prevail. All bids must be listed as numbers. Statements such as "Prices on Request," "Call for Prices," reference to another bid, or similar unspecified dollar amounts will be deemed non-responsive.
11. Certain errors shall be deemed fatal and disqualify the bid, such as failure to sign the bid (proposal) form, bond, or both, or if the signatures are those of unauthorized persons. Submission of multiple bids for the same product shall permit the Purchasing Alliance either to disqualify all bids submitted by the bidder for that product or to select the lowest bid submitted by the bidder for that product. All bids must bear an original signature in blue ink. If the signature cannot, in the sole determination of the Purchasing Alliance, be discernable as an original signature, the Purchasing Alliance retains the right to disqualify the bid.
12. All bidders must be recognized dealers in the goods, materials or services specified and must be qualified to advise in their application or use. The bidder, at any time requested, must satisfy the Purchasing Alliance that it has the requisite organization, capital, plan, stock, charters, licenses, permits, patents, ability, knowledge and experience to satisfactorily supply the products and perform the services for which it submits a bid.
13. Unless otherwise specified, all materials, supplies or equipment quoted herein must be from new, unused current stock.

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14. Bidder agrees and warrants that whenever the bidder, in its Proposal, describes goods by trade name, catalog number, or "as per sample," the goods so described conform to the specifications. The unauthorized use of any patented articles is done entirely at the risk of the successful bidder.
  15. Submitting a proposal when it is intended to sublet the contract may be cause for rejection of the bid or cancellation of the contract.
  16. Any alterations, erasures, additions, or omissions of required information, or any changes of specifications or bidding schedule is done at the risk of the bidder and may result in rejection of the bid. In case of discrepancies or omissions, or if the bidder is in doubt as to the meaning of the specifications or bidding schedule, the bidder should at once notify, in writing, the Executive Director of SHACOG. Any changes in specifications deemed necessary by the Purchasing Alliance will be issued in an official addendum and copies will be sent simultaneously to all bidders. Any exceptions to any part of the specifications must be clearly set out and fully explained in writing and submitted with the bid as to why the bidder is taking exception. The reasons for the exception must be specific. The existence of the exception should be noted in the "Vendor Notes" section of the bid and attached to the printed bid submitted as part of the bidder's sealed bid. The bidder should be aware that the exception may constitute a counter proposal, does not have to be accepted, and may cause the bid to be rejected.
  17. The Purchasing Alliance will receive, open, tabulate and report the bid results to the participating municipalities. **Bids are accepted and contract awards are made by the individual participating municipalities; no bids are accepted and no contract awards are made by the Purchasing Alliance on behalf of the participating municipalities.** Each individual participating municipality reserves the right to reject any and all bids, to accept any part of a bid, to waive any minor discrepancies in the bids or specifications, and to purchase any part, all or none of the materials specified. Each individual participating municipality also reserves the right to reject the bid of any bidder who has failed to satisfactorily perform any obligations to that municipality or is otherwise deemed not to be a responsible bidder. The Purchasing Alliance has no authority over, nor does it control the acceptance or rejection of bids by, the participating municipalities or from whom the participating municipalities make their purchases.
  18. Unless otherwise specified, the individual participating municipalities reserve the right to award each item in a bid separately or on a lump sum basis, or on a combination of items basis, whichever is in their best interest.
  19. By submitting a bid, the bidder warrants that if a participating municipality makes an award to the bidder, bidder shall, at the option of the municipality, enter into a written contract with that municipality. The Advertisement for Bids, Instructions to Bidders, Specifications, Addenda or Bulletins (if applicable), Bid Proposal, Bonds and Articles of Agreement (if applicable) shall be collectively known and designated as the "Contract Documents" and together shall form the contract. If the bidder fails to execute the required documents within thirty (30) days after award by a participating municipality, the municipality may purchase the affected goods, materials or services from an alternate source of supply, and the bidder shall pay to that municipality the difference in the amount specified in the bidder's proposal and the amount the municipality shall pay to fulfill the specifications.
  20. When the contract shall have been duly signed and the contract bond covering the same approved, where a bond is required, or when no contract is required and a purchase order is issued, then, and not before, the successful bidder may secure instructions from the participating municipality pertaining to the procedure of work or delivery.
  21. The bidder agrees, if awarded the bid, to furnish and deliver the specified products at such times, at such places and in such quantities as herein specified. Unless otherwise specified, the goods and services to be delivered or provided shall be delivered to or provided at the place within the municipality that the participating municipality designates in its contract or purchase order. All deliveries shall be made as ordered, and bidders shall acquaint themselves with local conditions at the several locations where delivery is to take place so that note can be made of anything that might affect their bids. Each participating municipality reserves the right to vary the specified delivery time when it is deemed to be in its best interest to do so.

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22. If, after a participating municipality has issued written notice to the successful bidder that the bid submitted by the successful bidder has been accepted, the successful bidder fails to honor the bid price or meet the delivery requirements or other terms and conditions established in the specifications, except for a permitted price adjustment as allowed by Section 9 herein, the participating municipality reserves the right to secure the product or products upon which the bid was submitted from an alternate source of supply. The successful bidder shall then be liable to the participating municipality for costs incurred to secure the product or products from an alternate source of supply. All such costs incurred by the participating municipality shall be deducted from any monies due the bidder. If no such monies are due the bidder, the bidder shall reimburse the participating municipality the costs it incurred. Reimbursement shall be limited to the cost in excess of the price that would be paid under this bid.
  23. Unless otherwise specified, any references in the specifications to quantities of goods to be purchased or frequency of services to be provided are estimates only, and the participating municipalities reserve the right to require the successful bidder to provide more or less than the estimated quantity or frequency, or to purchase none at all. As an aid to the bidders, estimated requirements by Council of Governments are provided with the bid documents. This should not, however, be construed as a guarantee that this volume will be purchased. Even if they did not provide an estimate, all members of the Purchasing Alliance are eligible to purchase from this bid during the contract period. Moreover, for the purpose of this bid, the term participating municipality shall be defined to mean a) the municipal government itself, together with all of its municipally affiliated organizations to include, but not limited to, municipal authorities, (e.g., emergency service organizations, water and sewer authorities, ambulance authorities), volunteer fire departments, and school districts, and b) the Councils of Governments listed in these bid documents.
  24. When the bidder offers a lower unit price because of a higher purchase volume, to take advantage of those lower unit prices, single orders may be placed by a Council of Governments on behalf of two or more of its member municipalities, as identified in these specifications, to achieve the higher volume necessary for the lower unit price. The order shall specify the amount of products being ordered by each municipality and the total of the order shall equal the total ordered by all of the municipalities participating in that order. Invoices shall be sent to the Business Office of each participating municipality, as required by Section 25 of these *General Instructions to Bidders*, for the amount of products ordered by that municipality. Each municipality participating in the combined order is responsible for making payment only for the items ordered by that municipality.
  25. Invoices shall be sent to the Business Office of **each participating municipality** placing an order and being supplied. The bidder agrees and understands that the individual participating municipality is responsible for making payment only for items it ordered and shall have no liability or responsibility for any items ordered by another municipality. The Purchasing Alliance shall have no liability for any outstanding invoice of a participating municipality.
  26. The contract period shall be from March 16, 2023 through and including March 15, 2024 or the date on which bids are next opened, whichever date comes sooner.
  27. Bids shall be accepted and/or contracts shall be awarded within seventy-five (75) calendar days of the bid opening unless an extension is agreed to, in writing, between the bidder and the participating municipality.
  28. The successful bidder shall have no right or power to assign or delegate any rights or duties pursuant to the contract without the prior written permission of the participating municipality. Any assignment or delegation so permitted shall be subject to all the terms, conditions and other provisions of the contract, and the successful bidder shall remain liable to the participating municipality with respect to each and every term, condition and other provision hereof to the same extent that the successful bidder would have been obligated if no assignment or delegation had been made.
  29. Whenever a bid bond or performance bond is required, the bidder may meet the requirement by submitting an acceptable cashier's check, certified check, treasurer's check, or an irrevocable letter of credit in the amount required. Personal checks are not acceptable.

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30. The successful bidder agrees that it will recognize the South Hills Area Council of Governments (SHACOG) as an official representative of the participating municipalities in the Purchasing Alliance with the authority to address any administrative or performance issues, problems and/or disputes that may arise during the course of the contract period. The exercise of this authority shall be at the sole discretion of SHACOG and any such involvement by SHACOG will be in addition to, and not in lieu of, the exercise of any powers, rights or remedies each individual participating municipality may have as a party to the contract with the successful bidder.
  31. Participating municipalities are obligated to comply with the Pennsylvania Worker and Community Right to Know and SARA Title III laws. Successful bidders, where applicable, must submit to the participating municipalities a Material Safety Data Sheet (MSDS) for all chemicals purchased under this bid.
  32. Any controversy, dispute or question arising out of, in connection with or in relation to either the bid, acceptance of the bid or the contract between the bidder and the participating municipality shall be governed by Pennsylvania law, and Pennsylvania law shall apply to all aspects of performance hereunder, notwithstanding any conflicts of law assertion.

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**SHACOG PURCHASING ALLIANCE**

**2023 SPRING COMMODITIES**

**BID PARTICIPANTS**

ANY AND ALL BIDS SUBMITTED FOR THE ITEMS SPECIFIED HEREIN SHALL, UNLESS OTHERWISE INDICATED BY THE BIDDER, BE APPLICABLE TO, THEREBY ALLOWING THE ACCEPTANCE OF BIDS AND/OR CONTRACT AWARDS AND PURCHASES BY, ALL MEMBERS OF THE SHACOG PURCHASING ALLIANCE WHICH, FOR THE PURPOSES OF THIS BID, INCLUDES THE COUNCILS OF GOVERNMENTS AND THEIR RESPECTIVE MEMBER MUNICIPAL GOVERNMENTS AND MUNICIPAL ORGANIZATIONS ENUMERATED ON THE FOLLOWING PAGES.

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**SHACOG PURCHASING ALLIANCE**

**2023 SPRING COMMODITIES**

**PARTICIPATING COUNCILS OF GOVERNMENTS**

Allegheny Valley North Council of Governments  
Robert V. Frank, Executive Director  
PO Box 115  
Cheswick, PA 15024  
412-826-5170 Fax: 412-826-5169

Quaker Valley Council of Governments  
Patrick Conner, Executive Director  
343 Eicher Road  
Pittsburgh, PA 15237  
412-766-7458 Fax: 412-766-1066

Butler County Council of Governments  
Thomas Knights, Executive Director  
2525 Rochester Road, Suite 400  
Cranberry Township, PA 16066  
724-612-7315

South Hills Area Council of Governments  
Stanley Louis Gorski, Executive Director  
2600 Old Greentree Road  
Carnegie, PA 15106  
412-429-1130 Fax: 412-429-3830

Char-West Council of Governments  
Michele Lutz, Executive Director  
1 Veteran's Way, Suite 202  
Carnegie, PA 15106  
412-279-3333 Fax: 412-276-4644

Steel Rivers Council of Governments  
An Lewis, Executive Director  
1705 Maple Street, Suite 100  
Homestead, PA 15120  
412-462-7600 Fax: 412-462-3986

North Hills Council of Governments  
Lynne Eklund, Executive Director  
300 Wetzell Road, Suite 201  
Glenshaw, PA 15116  
412-487-5230 Fax: 412-487-5240

Turtle Creek Valley Council of Governments  
Amanda Settelmaier, Executive Director  
2700 Monroeville Boulevard  
Monroeville, PA 15146  
412-858-5115 Fax: 412-858-5118



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## SHACOG PURCHASING ALLIANCE

### 2023 SPRING COMMODITIES

#### PARTICIPATING MUNICIPALITIES

<b>Allegheny Valley North COG (AVNCOG)</b>	<b>North Hills COG (NHCOG)</b>	<b>Steel Rivers COG (SRCOG)</b>	<b>Butler County COG (BCCOG)</b>
Brackenridge Borough Cheswick Borough East Deer Township Frazer Township Harmar Township Harrison Township Oakmont Borough Springdale Borough Springdale Township Tarentum Borough Verona Borough	Aspinwall Borough Blawnox Borough Bradford Woods Borough Deer Lakes School District Etna Borough Fox Chapel Borough Franklin Park Borough Hampton Township Indiana Township Marshall Township Town of McCandless McCandless Twp. Sanitary Auth. Millvale Borough O'Hara Township Ohio Township Pine Township Reserve Township Richland Township Ross Township Shaler Township Sharpsburg Borough West Deer Township West View Borough	Braddock Hills Borough City of Clairton Dravosburg Borough City of Duquesne Elizabeth Borough Forward Township Glassport Borough Homestead Borough Liberty Borough Lincoln Borough City of McKeesport Munhall Borough Port Vue Borough South Versailles Township Versailles Borough West Elizabeth Borough West Homestead Borough White Oak Borough Whitaker Borough	Breakneck Creek Regional Authority Buffalo Township Buffalo Township Mun. Authority Butler County Planning Comm. Butler Township Callery Borough Cherry Valley Borough City of Butler City of Butler Parking Authority Clay Township Clinton Township Cranberry Township East Butler Borough Eau Claire Borough Evans City Borough Forward Township Harmony Borough Harmony Water Authority Harrisville Borough Jackson Township Lancaster Township Mars Area School District Mars Borough Middlesex Township Muddy Creek Township Parker Township Penn Township Petrolia Borough Portersville Borough Prospect Borough Saxonburg Authority Saxonburg Borough Seven Fields Borough Slippery Rock Borough Summit Township Washington Township Western Butler County Authority Winfield Township Zelienople Airport Authority Zelienople Borough
<b>Char-West COG (CWCOG)</b>	<b>South Hills Area COG (SHACOG)</b>	<b>Turtle Creek Valley COG (TCVCOG)</b>	
Bridgeville Borough Carnegie Borough Collier Township Coraopolis Borough Crafton Borough Crescent Township Green Tree Borough Ingram Borough Kennedy Township McKees Rocks Borough Neville Township North Fayette Township Stowe Township	Baldwin Borough Baldwin Township Baldwin Whitehall School District Municipality of Bethel Park Brentwood Borough Castle Shannon Borough Dormont Borough Elizabeth Township Findlay Township Heidelberg Borough Jefferson Hills Borough Moon Township Municipality of Mt. Lebanon Mt. Oliver Borough Peters Township Pleasant Hills Borough Robinson Township Scott Township South Fayette Township South Park Township Upper St. Clair Township West Jefferson Hills School Dist. West Mifflin Borough Whitehall Borough	Braddock Borough Chalfant Borough Churchill Borough East McKeesport Borough East Pittsburgh Borough Edgewood Borough Forest Hills Borough Municipality of Monroeville North Braddock Borough North Versailles Township Municipality of Penn Hills Pitcairn Borough Plum Borough Rankin Borough Swissvale Borough Turtle Creek Borough Wall Borough Wilkins Township Wilkinsburg Borough Wilmerding Borough	
<b>Quaker Valley COG (QVCOG)</b>			
Aleppo Township Avalon Borough Bell Acres Borough Bellevue Borough Ben Avon Borough Edgeworth Borough Emsworth Borough Glen Osborne Borough Glenfield Borough Haysville Borough Kilbuck Township Leet Township Leetsdale Borough Sewickley Borough Sewickley Heights Borough			