

**BOROUGH OF MONACA**

**BEAVER COUNTY, PENNSYLVANIA**

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**INSTRUCTIONS TO BIDDER, SPECIFICATIONS,  
BID FORM, NON-COLLUSION AFFADAVIT AND  
PROPOSED CONTRACT**

**KERMET DRIVE PROPERTY**

**Kermiet Drive Property**  
**Borough of Monaca**  
**Beaver County, Pennsylvania**

**Instructions to Bidders**

The Town Council of the Borough of Monaca, Beaver County, Pennsylvania, requests sealed bids for the purchase of the “Kermiet Drive Property”.

All bids must be submitted upon the attached bid form. No bid may be withdrawn after the bid opening date hereafter specified and during the ensuing sixty (60) days thereafter. Sealed bids shall be received until 4:00 p.m., prevailing time, Friday, November 10, 2017 at the Municipal Building located at 928 Pennsylvania Avenue, Monaca, PA. All bids shall be publicly opened and read aloud at a regular meeting of the Town Council scheduled to begin at 7:00 p.m. November 14, 2017. A decision on whether to award the bid will be made and proclaimed following bid opening or thereafter, within the aforesaid ensuing period, at a meeting of the Town Council.

ALL BIDS SHALL BE ACCEPTED ON THE CONDITION THAT PAYMENT OF THE PURCHASE PRICE IN FULL SHALL BE MADE WITHIN SIXTY (60) DAYS OF BID ACCEPTANCE.

Further instructions, conditions and descriptions appear in the pages following.

Should any bidder find discrepancies or omissions in the specifications or should there be any doubt as to their meaning, the bidder should notify the Borough Manager, Mario Leone, by telephoning 724-775-9603 or by mail addressed to the Borough Manager, 928 Pennsylvania Avenue, Monaca, PA 15061.

### Specifications

1. Every bid shall be accompanied by a certified check or a bid bond of any surety company authorized to do business in the Commonwealth of Pennsylvania, the same payable to the Borough of Monaca, in the amount of 5% of the bid to insure execution of the contract and delivery of a bond to guarantee the performance of the contract. No bid will be considered unless so guaranteed. Every certified check or bid bond will be held until the successful bidder has executed a written agreement of sale for the performance of the bid within twenty (20) days after notice of award of contract. In the event that the successful bidder shall fail to execute a written contract and thereby a default shall occur, the Borough of Monaca reserves the right, within the thirty-five (35) day period ensuing after bid opening to award the bid to the next lowest responsible bidder, or reject all remaining bids.
2. All bids and the non-collusion affidavit attached hereto must be signed by the bidder or his/her/its authorized representative.
3. In every case where the bidder cannot fully comply with the specifications herein contained and those given in the Specifications which follow, the bidder should list all exceptions thereto in the Addendum attached to the Bid Form. Express reference must be made to the items to which exception may be taken. Unless exception is so made and so taken, the bid will be received in every remaining respect as in full conformity with the specification hereof.
4. The Town Council of the Borough of Monaca reserves the right as the public interest may require, to reject any and all bids and to waive informality in any bid received.
5. All bids shall be accepted on the condition that payment of the purchase price in full shall be made within sixty (60) days of bid acceptance.

6. Summary of property descriptions and features:

- (a) General Description – Kermiet Drive, Monaca, PA
- (b) Tax Parcel Id No: 37-006-0200.003
- (c) Owner: Borough of Monaca
- (d) Deed reference no: DBV 958 page 555
- (e) Approximate land size: 1.56 acres
- (f) Buildings: none
- (g) Zoning: R-1
- (h) Current Use: Vacant property (formerly the site of a water tank storage)
- (i) Current tax status: exempt

7. Terms of Sale:

- (a) The Borough will deliver good and marketable title to the extent of its ownership interest by Special Warranty.
- (b) Buyer will be responsible for all realty transfer taxes that may be due.
- (c) Buyer shall be responsible for all closing costs, except for preparation of the deed, the costs of which will be borne by the Borough of Monaca.
- (d) The Buyer makes no other warranties regarding the property and buyer will purchase same “As-Is – Where-Is”.
- (e) Closing shall occur no later than sixty (60) days following the award of bid.
- (f) Possession to be given at closing.
- (g) Should Buyer fail to close or pay additional sums due, the Borough of Monaca, may retain the bid security or proceed against the bond, as liquidated damages, whereupon this agreement shall be null and avoid and both parties released of all further liability thereunder.

(h) The Buyer shall begin constructing a dwelling on the property in compliance with the prevailing Monaca Zoning Ordinance regulations within one (1) year of closing, and construction shall be completed within one year of the granting of a building permit, failing either of which, ownership shall revert to Seller in which case, Buyer shall be reimbursed 80% of the purchase price.

(i) It is hereby understood by both parties that the property has been inspected by Buyer or his/her/its agent and that the same is being purchased solely in reliance upon such inspection and that there are no representations or warranties except as herein set forth.

(j) Seller knows of no existing notices of uncorrected violations of any local ordinances.

(k) This document along with the bid form submitted by the successful bidder, and any accepted exceptions submitted by Bidder, shall be made part of the contract signed by the successful bidder and together they shall constitute the agreement of sale between the parties. It is understood and agreed that there are no other understandings, oral or written, to the subject matter hereof. There shall be no changes, modifications, or amendments except in writing signed by the parties.

(l) None of the documents herein described, except for the deed, shall be recorded by the parties.

(m) The documents herein described shall be binding upon the respective parties hereto, and their heirs, personal representatives, successors and assigns.

(n) Coal rights. NOTICE -- THIS DOCUMENT-MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OT INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE

COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. {This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any. }

**BID FORM**

TO: Town Council  
Borough of Monaca  
Monaca, PA 15061

Members of Council:

The undersigned proposes and agrees to purchase from the Borough of Monaca in strict accordance with the Specifications contained in the specifications and proposal attached hereto and which forms a part hereof, EXCEPT AS MODIFIED BY THE EXCEPTIONS ATTACHED HERETO, the Kermiet Drive Property identified as tax parcel number 37-006-0200.003 and identified in Deed Book Volume 958, page 555 for the sum of: \_\_\_\_\_ \$ \_\_\_\_\_ .00

Expressed in numbers

Expressed in words

BIDDER:

\_\_\_\_\_  
Type or Print Name

Date: \_\_\_\_\_, 2017

\_\_\_\_\_  
Signature

Bid bond or certified check in the amount of \$ \_\_\_\_\_ is attached.

## NON-COLLUSION AFFIDAVIT INSTRUCTIONS

ATTACHED TO THIS BID SPECIFICATION/INVITATION IS A NON-COLLUSION AFFIDAVIT. THE AFFIDAVIT MUST BE COMPLETED AND SUBMITTED WITH THE BID. FOLLOWING ARE INSTRUCTIONS FOR COMPLETION OF THE AFFIDAVIT:

- (1) This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. § 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
- (2) This Non-Collusion Affidavit must be executed by the Bidder or a member, officer, or employer of the bidder who makes the final decision on prices and the amount quoted in the bid.
- (3) Bid-Rigging, as that term is defined in Section 2 of the Pennsylvania Antbid-Rigging Act, 73 P.S. § 1612, 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/herself/their selves that each statement is true and accurate, making diligent inquiry, as necessary, of all 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 “complimentary 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 that purposes of giving a false appearance of competition.
- (6) Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.



**NON-COLLUSION AFFIDAVIT**

Contract/Bid No: \_\_\_\_\_

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

I state that I am \_\_\_\_\_  
(Title/Officer/Person(s) making the bid)

Of \_\_\_\_\_  
(Name of firm, business or company)

and that I am authorized to make this Affidavit on behalf of myself or the bidder named below and its owners, directors, and officers. I am the person responsible 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 nor noncompetitive bid or other form of complimentary bid.
- (4) This bid is made in good faith and not pursuant to any agreement or discussion with or inducement from, any firm or person to submit a complimentary or other noncompetitive bid.

- (5) \_\_\_\_\_  
(Name of person, firm, business or organization)  
its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last three (3) 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:

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This Affidavit is submitted with the understanding that if the person or entity on behalf of whom the Affidavit is made, has 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 within the last three (3) years, then that may be grounds for consideration on the question(s) whether the Borough of Monaca should decline to award a contract to that (Name of Public Entity) person or entity on the basis of a lack of responsibility.

I state that \_\_\_\_\_ (Name of person, firm, business or company) understands and acknowledges that the above representations are material and important, and will be relied on by the Borough of Monaca in awarding the contract(s) for which this (Name of Public Entity) bid is submitted. I understand and the company named below understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from Borough of Monaca (Name of Public Entity) of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Names of Person and/or Company Position/Title/Office)

Sworn to and subscribed before me this \_\_\_\_\_, 2017  
day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXCEPTIONS**

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Bidder Typed/Written Name \_\_\_\_\_

Bidder Signature/By: \_\_\_\_\_

**CONTRACT**

It is hereby agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between:

\_\_\_\_\_, hereinafter called the “Buyer”, and Monaca Borough, Beaver County, Pennsylvania, hereinafter called the “Seller”, that the Buyer shall purchase from the Borough the Kermiet Drive property, as specified in the Buyer’s bid dated \_\_\_\_\_, annexed hereto and by reference made a part hereof.

The parties hereto mutually agree that all terms, conditions, specifications, and provisions of the above bid and the Instructions to Bidders, Specifications, and any accepted Exceptions forming a part of same are incorporated herein and by reference made a part hereof.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties have caused the due execution of this Contract.

SEAL

Monaca Borough

ATTEST: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

SEAL

\_\_\_\_\_  
Name of Bidder

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title