

Turtle Creek Valley COG (TCVCOG)

2026–2027 BID FOR ROCK SALT (SODIUM CHLORIDE)

Bid Opening Date: September 28, 2026 - 1:00 PM

INVITATION TO BID ROCK SALT (BULK) MULTI-MUNICIPAL BID

Sealed bids will be received by the Turtle Creek Valley Council of Governments (TCVCOG), 300 Oxford Drive; Suite 330, Monroeville, PA 15146 until 1:00 PM on Monday, September 28, 2026, to be publicly opened and read immediately thereafter, at the offices of the TCVCOG.

Specifications, instructions to bidders and proposal forms may be obtained electronically at tcvcog.com, or by contacting the TCVCOG office at 412.858.5115.

All bids must be sealed and addressed to the "TCVCOG" and have the words "PROPOSAL FOR ROCK SALT (BULK)" marked on the outside of the envelope. Each bid must be accompanied by a CERTIFIED CHECK, CASHIER'S CHECK, OR BID BOND in the amount of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, made payable to the "TCVCOG and Its Participating Municipalities."

The legislative 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.

INSTRUCTIONS TO BIDDERS

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DETAILED SPECIFICATIONS

1. PARTICIPATING MUNICIPALITIES

This bid is for the furnishing and delivery of Rock Salt (Sodium Chloride) to the following participating municipalities in Allegheny County, Pennsylvania:

- Braddock Borough
- Braddock Hills Borough
- Edgewood Borough
- Forest Hills Borough
- Monroeville
- Penn Hills
- Pitcairn Borough
- Plum Borough
- Rankin Borough
- Swissvale Borough
- Wilmerding Borough
- Wilkins Township

The estimated combined annual quantity for all participating municipalities is **12,300 tons of Rock Salt**.

The quantities delivered to individual municipalities may vary based upon actual winter weather conditions, roadway requirements, available storage capacity, and municipal needs. The total estimated quantity of 12,300 tons is provided for bidding and planning purposes and does not constitute a guarantee that the entire quantity will be purchased.

2. PRODUCT

The Rock Salt (Sodium Chloride) shall be suitable for removing ice and snow from road surfaces.

The Sodium Chloride shall be obtained from either natural deposits (rock salt) or produced by man (solar salt) and shall be furnished in bulk, as and when needed, pursuant to the following specifications.

3. PHYSICAL PROPERTIES

The Rock Salt shall be in the form of dry, loose, coarse crystals and, if tested by means of laboratory sieves, shall conform to the following requirements:

Sieve/Material	Requirement	Tolerance
Passing 3/8" sieve	100%	-5%
Passing #4 sieve	20–90%	+5%
Passing #8 sieve	10–60%	+5%
Passing #30 mesh sieve	0–10%	+5%
Powder	Not more than 1.0%	—

The Rock Salt shall conform to:

- ASTM Standard Specification D632, Type 1
- AASHTO M143, Type 1, Grade 1

4. CHEMICAL COMPOSITION

The Rock Salt shall conform to the following requirements:

Property	Requirement
Moisture Content	Not more than 2.0%
NaCl, based upon dry weight	Not less than 94%
Total Chlorides (NaCl, CaCl ₂ , MgCl ₂)	Not less than 97%

5. MOISTURE CONTENT

The moisture content of the Rock Salt shall not be augmented by rain, snow, or other environmental elements.

Rock Salt whose moisture content has been augmented by rain, snow, standing water, or other elements to the extent that it fails to meet the requirements of these specifications may be rejected and shall be subject to immediate removal by the successful bidder at no cost to the participating municipality.

6. ANTI-CAKING TREATMENT

The bulk Rock Salt shall be uniformly treated with an anti-caking compound to prevent caking of the Rock Salt.

The compound shall be introduced uniformly throughout the Rock Salt at such a rate that a minimum of twenty (20) PPM anti-caking compound shall be present.

7. CONDITION

The bulk Rock Salt shall arrive at the delivery point of each participating municipality in a free-flowing and usable condition.

The Rock Salt shall be free of:

- Foreign matter;
- Excessive moisture;
- Lumps;
- Caking;
- Sticky material; and
- Standing or free water.

8. TESTING AND INSPECTION

Every opportunity and reasonable assistance shall be provided to a participating municipality, should it elect to inspect the Rock Salt at the mine, production facility, storage area, or other source.

Each participating municipality shall have the right to have tests performed on Rock Salt delivered to its municipal storage facility.

The rapid test method referenced in AASHTO M143, Annex A1, shall be used for routine acceptance testing and for resolution of disputes concerning chemical composition.

If Rock Salt delivered to a participating municipality is found to meet and comply with these specifications, the participating municipality shall pay the costs incurred for testing.

If the Rock Salt is found to be defective or does not comply with these specifications, the successful bidder shall immediately remove all unsuitable material at its own expense.

All testing costs incurred by a participating municipality for non-conforming Rock Salt may be deducted from monies due to the successful bidder. If no monies are due, the successful bidder shall either pay the testing laboratory directly or reimburse the participating municipality for the testing costs.

9. REJECTION

Rock Salt shall be subject to rejection if it fails to conform to any requirement of these specifications.

Rock Salt shall also be subject to rejection if it is caked, sticky, excessively wet, contaminated, or otherwise unsuitable for municipal winter roadway operations at the time of delivery.

All rejected Rock Salt shall be removed by the successful bidder at its own expense and replaced with conforming material.

10. TERM OF CONTRACT

The term of the contract shall commence on **October 1, 2026**, and terminate on **June 30, 2027**.

There shall be no additional option year for the successful bidder or participating municipalities unless mutually agreed upon in a subsequent written agreement.

11. ORDERING PERIODS

Rock Salt may be ordered at any time during the contract term.

The following periods identify the anticipated ordering periods:

Pre-Winter: September 15, 2026 through October 15, 2026.

Winter: October 16, 2026 through April 30, 2027.

Post-Winter: May 1, 2027 through July 31, 2027.

12. ESTIMATED QUANTITY

The combined estimated annual requirement for the eight participating municipalities is:

12,300 TONS

The 12,300-ton quantity represents the estimated aggregate annual requirement of all the participating municipalities and is provided solely as a basis for bidder pricing, transportation planning, storage planning, and overall supply planning. The aggregate estimate does not constitute a guarantee that 12,300 tons will be purchased.

The actual quantity purchased by each participating municipality may vary based upon winter weather conditions, roadway requirements, available storage capacity, and individual municipal needs.

Each participating municipality shall be responsible solely for its own purchases, orders, invoices, and contractual obligations. No participating municipality shall be responsible for the purchasing obligations, orders, invoices, or quantities attributable to another participating municipality.

Each participating municipality agrees to purchase a minimum of **eighty (80%)** of its individual estimated annual tonnage identified in Attachment 1 during the contract term, subject to the terms and conditions of these specifications.

The minimum purchase obligation shall be calculated and administered separately for each participating municipality. Purchases by one participating municipality shall not be credited toward, offset, or otherwise used to satisfy the minimum purchase obligation of another participating municipality.

The successful bidder agrees to stock, sell, and supply each participating municipality, upon order, up to **one hundred twenty percent (120%)** of the municipality's individual estimated annual tonnage identified in Attachment 1 at the Primary Bid price during the contract term, subject to the terms and conditions of the specifications.

The 120% maximum supply commitment shall apply separately and independently to each participating municipality and shall not be calculated, administered, allocated, or satisfied on an aggregate basis among the participating municipalities.

Orders or purchases made by one participating municipality shall not reduce, offset, exhaust, or otherwise affect the successful bidder's obligation to supply any other participating municipality up to one hundred twenty percent (120%) of the municipality's individual estimated annual tonnage.

The successful bidder shall notify the applicable participating municipality in writing when the municipality's cumulative orders reach one hundred percent (100%) of its individual estimated annual tonnage.

For bidding and planning purposes only, the individual municipal estimates produce the following aggregate quantities:

- **Estimated annual quantity:** 12,300 tons
- **Aggregate of Individual 80% Minimum Purchase Quantities:** 9,840 tons
- **Aggregate of Individual 120% Maximum Supply Commitments:** 14,760 tons

These aggregate quantities are informational totals only. They shall not create a collective purchase obligation among the participating municipalities or permit the successful bidder to allocate, reduce, offset, or transfer one municipality's individual minimum purchase obligation or maximum supply commitment against that of another participating municipality.

Individual municipal estimated annual tonnage shall be identified in Attachment 1 and shall serve as the basis for calculating each municipality's respective 80% minimum purchase obligation and 120% maximum supply commitment.

13. PAYMENT

During the contract term, payment shall be made according to the bid prices submitted by the successful bidder.

Each participating municipality shall remit payment to the successful bidder within sixty (60) calendar days after receipt of the successful bidder's invoice.

If a participating municipality does not remit payment within sixty (60) calendar days, the successful bidder may impose a finance charge of up to one and one-half percent (1.5%) per month on the unpaid balance.

Each participating municipality shall be responsible only for its own invoices and shall not be responsible for unpaid amounts owed by another participating municipality.

Default or delay in payment by one participating municipality shall not constitute cause for the successful bidder to interrupt service to a participating municipality whose account is current.

15. ORDERS

Each participating municipality may order Rock Salt as frequently as it deems necessary and in quantities appropriate for its needs.

Routine orders shall consist of at least one tri-axle truckload, approximately twenty-two (22) tons, unless otherwise agreed upon by the successful bidder and participating municipality.

The successful bidder shall assign each participating municipality to one or more designated mines, production facilities, or storage areas.

The successful bidder shall maintain an order tracking system capable of assigning an order number or sequential identifier to each order.

Upon request, the successful bidder shall be capable of providing the status of an order, including:

- Order number;
- Date ordered;
- Tonnage ordered;
- Tonnage delivered;
- Remaining tonnage;
- Anticipated delivery date; and
- Actual delivery date.

If multiple orders are placed by a participating municipality, the successful bidder shall make every reasonable effort to completely fill the oldest order before making delivery against subsequent orders.

Multiple orders placed by a participating municipality on the same day shall be aggregated for purposes of determining applicable delivery requirements.

Orders received after 2:00 PM shall be considered received on the following working day.

16. DELIVERY

The successful bidder shall maintain sufficient trucks, loading equipment, storage capacity, and operational capability to meet the delivery requirements of the participating municipalities.

The successful bidder shall have the capability to provide twenty-four (24) hour delivery when necessary during periods of emergency or extraordinary winter demand.

During October 16 through April 15, deliveries shall be made according to the following schedule:

Orders of 750 tons or less

The Rock Salt shall be delivered within **SEVEN (7) WORKING DAYS** of placement of the order.

Orders greater than 750 tons and up to 1,000 tons

The first 750 tons shall be delivered within seven (7) working days.

The remaining balance shall be delivered within two (2) additional working days, for a total delivery period of nine (9) working days.

Orders greater than 1,000 tons and up to 1,500 tons

The first 750 tons shall be delivered within seven (7) working days.

A minimum of 250 additional tons shall be delivered within the next two (2) working days.

The remaining balance shall be delivered within the final two (2) additional working days.

Total delivery period shall be eleven (11) working days.

Orders greater than 1,500 tons

The first 750 tons shall be delivered within seven (7) working days.

A minimum of 250 additional tons shall be delivered within the next two (2) working days.

A minimum of 500 additional tons shall be delivered within the subsequent two (2) working days.

The remaining balance shall be delivered within the final two (2) additional working days.

Total delivery period shall be thirteen (13) working days.

For every order, regardless of size, the first 750 tons must be delivered within seven (7) working days.

The seven-working-day period shall commence on the first working day following the day the order is placed.

A working day shall mean Monday through Friday, excluding officially recognized holidays observed by the applicable participating municipality.

The Rock Salt shall be delivered directly from the successful bidder's mine, production facility, or storage facility to the municipal storage facility designated by the participating municipality.

17. STORAGE OF ROCK SALT

At the successful bidder's storage facilities, Rock Salt shall either:

1. Be maintained in completely enclosed, moisture-protected facilities; or
2. Be adequately covered with a tarp or similar covering sufficient to prevent excessive moisture from permeating the Rock Salt.

The participating municipality may inspect or approve the storage facility before accepting deliveries from that facility.

18. DELIVERY REPORTING

Upon request, the successful bidder shall provide a delivery report containing:

- Participating municipality;
- Order date;
- Order number;
- Tons ordered;
- Tons delivered;
- Remaining tons;
- Delivery dates; and
- Open orders.

The report shall be provided within twenty-four (24) hours of the request and may be submitted electronically.

19. ALTERNATE DELIVERY

If the successful bidder fails to meet the delivery requirements established by these specifications, the applicable participating municipality may secure alternate delivery of Rock Salt from the successful bidder's mine, storage area, or other approved source at the successful bidder's FOB price.

The successful bidder shall be responsible for actual additional transportation or delivery costs incurred by the participating municipality to obtain the undelivered Rock Salt.

The participating municipality shall provide twenty-four (24) hours' notice of its intent to obtain alternate delivery when reasonably practicable.

Reimbursable costs may be deducted from outstanding invoices and shall be supported by documentation of the actual costs incurred.

20. LIQUIDATED DAMAGES FOR LATE DELIVERY

Deliveries for orders placed between November 1 and April 15 that fail to meet the delivery requirements established herein may result in liquidated damages.

The participating municipality and successful bidder agree that damages arising from delivery delays are difficult to determine and therefore establish liquidated damages of:

\$0.50 per ton per day

Liquidated damages may be assessed against the outstanding tonnage not delivered within the required period.

Liquidated damages may begin on the first day following the required delivery date and continue for each calendar day that the applicable balance remains outstanding.

Liquidated damages shall not constitute a penalty.

Liquidated damages shall not apply during periods when roadways are officially closed, obstructed, or impassable due to winter weather conditions when such closures or conditions are officially declared or published by the Commonwealth of Pennsylvania or the applicable county or municipality.

21. SUCCESSFUL BIDDER LOCATION AND DESIGNATION OF FACILITIES

The bidder shall designate the mine(s), production facility(ies), storage area(s), or other source(s) of Rock Salt from which deliveries will be made to the participating municipalities.

At least one designated facility shall be located within a reasonable service area of the participating municipalities and shall have sufficient capacity to meet the delivery requirements established by these specifications.

The bidder shall identify each facility by name and location on the bid form.

The successful bidder shall disclose in writing:

- Facility name;
- Facility address;
- Amount of Rock Salt normally maintained at the facility;
- Maximum available inventory;
- Participating municipalities served by the facility;
- Normal operating hours;
- Normal daily loadout capacity;
- Maximum daily loadout capacity;
- Method of loading trucks;
- Number of front-end loaders; and
- Number of scales.

This information shall be provided no later than October 15, 2026.

Any change in the designated service facility during the contract term shall be communicated promptly to the affected participating municipality.

22. EMERGENCY DISTRIBUTION

Emergency distribution shall be required when emergency conditions exist.

Emergency conditions shall be deemed to exist when outstanding orders to be delivered by the successful bidder equal or exceed four (4) times the normal daily loadout capacity of a designated distribution facility.

The successful bidder shall immediately notify the affected participating municipalities when emergency conditions exist.

During emergency conditions, the successful bidder shall:

1. Expand normal operating hours as necessary;
2. Provide extended or overtime operations;
3. Secure additional trucks when necessary;
4. Direct trucks according to municipal orders;
5. Maintain control of delivery destinations;
6. Prioritize outstanding orders;
7. Make reasonable efforts to fill older orders before newer orders; and
8. Maintain communication with participating municipalities regarding delivery status.

When outstanding orders equal or exceed seven (7) times the normal daily loadout capacity of a facility, the successful bidder shall provide twenty-four (24) hour, seven (7) day per week operation until outstanding orders fall below four (4) times normal daily loadout capacity.

23. EMERGENCY DISTRIBUTION PLAN

The successful bidder shall provide a written emergency distribution plan prior to the Pre-Winter Meeting.

The plan shall identify procedures for:

- Filling orders;
- Allocating Rock Salt if supply is limited;
- Prioritizing deliveries;
- Securing additional trucks;
- Expanding facility operating hours;
- Obtaining alternate supply;
- Communicating with municipalities;
- Tracking outstanding orders; and
- Reporting emergency conditions.

24. ALTERNATE SUPPLY DURING EMERGENCY CONDITIONS

If, during emergency conditions, the successful bidder fails to meet the delivery requirements established herein, the affected participating municipality may obtain Rock Salt from an alternate source.

The successful bidder shall reimburse the participating municipality for actual additional costs incurred, limited to:

1. The difference between the alternate source price and the successful bidder's contract price; and
2. Reasonable transportation costs necessary to obtain and deliver the alternate Rock Salt.

The participating municipality shall provide notice of its intent to secure alternate supply when reasonably practicable.

Quantities purchased from an alternate source due to the successful bidder's failure may, at the discretion of the participating municipality, be credited toward that municipality's minimum required purchase obligation.

25. LOCAL FIELD REPRESENTATIVE

The successful bidder shall designate a local field representative responsible for servicing the participating municipalities.

The representative shall be available to:

- Receive questions;
- Address delivery problems;
- Coordinate emergency deliveries;
- Provide order information; and
- Communicate with municipal personnel.

The successful bidder shall provide:

- Representative's name;
- Office telephone number;
- Cell telephone number;
- Email address; and
- Emergency contact information.

The successful bidder shall also provide contact information for representatives available at its distribution facilities.

This information shall be provided no later than October 15, 2026.

26. PRE-WINTER MEETING

The successful bidder shall conduct a Pre-Winter Meeting no later than November 1, 2026 with interested officials from the participating municipalities.

Topics shall include:

- How to place orders;
 - Recommended ordering practices;
 - Ordering increments;
 - Delivery schedules;
 - Emergency ordering;
 - Emergency distribution procedures;
 - Facility locations;
 - Contact information; and
 - Communication procedures during winter storms.
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27. PARTICIPATING MUNICIPALITIES

Only the following municipalities are participants in this bid:

Braddock Borough
Braddock Hills Borough
Edgewood Borough
Forest Hills Borough
Monroeville
Penn Hills
Pitcairn Borough
Plum Borough
Rankin Borough
Swissvale Borough
Wilmerding Borough
Wilkins Township

The successful bidder shall be responsible for servicing these municipalities under the terms of this contract.

No municipality not identified above shall be entitled to receive Rock Salt under this bid unless added by written agreement of the contracting parties.

28. ALTERNATE BIDS

The bidder shall submit a bid for pickup of Rock Salt by a participating municipality or its authorized agent at the bidder's designated mine or storage facility.

Bids shall be provided for:

- Tri-axle truckload quantities, approximately 22 tons; and
- Less-than-tri-axle quantities.

Pickup shall be subject to the successful bidder's reasonable safety and insurance requirements.

The bidder shall identify any advance notice required to guarantee pickup on a particular day.

Pickup shall generally be on a first-come, first-served basis.

29. COLORIZING AGENT

The bidder shall identify whether a colorizing agent is routinely added to its Rock Salt product.

If no colorizing agent is routinely added, the bidder may submit an alternate price for adding a colorizing agent.

30. PRE-WINTER BULK ORDERS

The bidder shall submit a price for Pre-Winter bulk delivery orders placed through October 15, 2026.

Such orders shall be for a minimum of one hundred (100) tons, with delivery at a rate of not less than one hundred (100) tons per day, unless otherwise agreed upon.

Pre-Winter purchases shall be credited toward the applicable participating municipality's minimum annual purchase obligation.

31. ELECTRONIC PAYMENT

The bidder shall identify whether it can accept electronic payments from participating municipalities.

If electronic payment is available, the bidder shall identify all fees or charges associated with the payment method.

32. ALTERATIONS TO BID

In preparing its bid, the bidder shall not add, delete, or vary the terms and conditions of the bidding documents.

Substantial changes may result in rejection of the bid.

The determination of whether a change is substantial or insubstantial shall rest with the participating municipalities.

33. PERFORMANCE BOND

The successful bidder shall provide an annual Performance Bond in the amount of

Fifty Percent (50%) of the total contract value.

The bond shall be in favor of the participating municipalities, as their interests may appear. The Performance Bond shall be issued within thirty (30) days after notice of award when issuance is requested.

If applicable law or municipal code requires an individual performance bond for a particular participating municipality, the successful bidder shall also provide such bond in the amount required by the applicable municipality.

34. BASIS OF AWARD

Award shall be made to the lowest responsible and responsive bidder based upon the Primary Bid.

Factors that may be considered include:

- Bid price;
- Quality of Rock Salt;
- Past performance;
- Delivery history;
- Ability to meet required delivery schedules;
- Emergency distribution capability;
- Available storage capacity;
- Location of storage facilities;
- Trucking and transportation capability; and
- Compliance with all bid specifications.

The participating municipalities reserve the right to reject any or all bids when determined to be in their best interests.

35. NON-CONTRACT PURCHASE

A participating municipality may purchase Rock Salt from another vendor if the successful bidder fails to meet the delivery requirements and such failure interferes with the municipality's ability to provide snow and ice removal services.

The successful bidder shall be liable for the actual additional costs incurred by the participating municipality.

Reimbursement shall be limited to:

- The difference between the alternate vendor's price and the contract price; and
- Actual transportation costs associated with obtaining the alternate Rock Salt.

The participating municipality shall provide notice of its intent to obtain Rock Salt from another vendor when reasonably practicable.

Quantities obtained from another vendor due to the successful bidder's failure may, at the municipality's discretion, be credited toward its minimum purchase obligation.

36. TERMINATION

A participating municipality may terminate its contract with the successful bidder for any of the following:

- A.** Failure to complete delivery of Rock Salt in a timely manner on three (3) or more orders during the contract term;
- B.** Failure to adequately respond to material problems or complaints during the contract term; or
- C.** Material breach or default under the agreement with the participating municipality.

Termination shall not deprive the participating municipality of any other rights or remedies available under the contract or applicable law.

37. CONTRACT DOCUMENT

In submitting a bid, the bidder agrees, if awarded the contract, to execute a contract document with each participating municipality substantially in the form included in the bid documents.

38. INTERIM COMPLIANCE REPORT

The successful bidder shall report, upon request, the participating municipalities that have not met their minimum purchase obligations as of May 1, 2027.

The report shall identify:

- Municipality;
 - Quantity purchased;
 - Estimated annual quantity;
 - Minimum required purchase quantity; and
 - Remaining quantity required to meet the minimum purchase obligation.
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39. END-OF-SEASON REPORT

At the end of the contract term, the successful bidder shall, upon request, provide a detailed report listing each participating municipality and the total quantity of Rock Salt purchased by that municipality.

40. FORCE MAJEURE

Force majeure shall include, without limitation, acts of God such as epidemics, lightning, earthquakes, fire, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather disturbances, explosions, governmental restraints, and other events that:

1. Could not reasonably have been foreseen through ordinary care;
2. Are beyond the reasonable control of the successful bidder;
3. Cannot reasonably be prevented by the successful bidder; and
4. Prevent the mining, production, acquisition, or delivery of Rock Salt.

Unforeseen costs associated with mining, transportation, or delivery shall not, by themselves, constitute force majeure.

Problems with trucks or equipment and difficulty securing drivers or trucks shall not constitute force majeure.

41. INDEMNIFICATION

The successful bidder agrees to indemnify and hold harmless the participating municipalities and their elected officials, officers, employees, agents, and representatives from liability, loss, damages, costs, or expenses arising from:

1. The successful bidder's performance under this contract;
2. The delivery or transportation of Rock Salt;
3. The successful bidder's violation of applicable local, state, or federal laws;
4. The operation of its mines, production facilities, or storage facilities; and
5. Stormwater, environmental, transportation, or operational violations attributable to the successful bidder.

The successful bidder shall be responsible for compliance with all applicable laws and regulations relating to the production, storage, transportation, and delivery of Rock Salt.

42. ESTIMATED CONTRACT QUANTITY SUMMARY

For purposes of this bid, the following aggregate quantities shall be used:

Item	Quantity
Estimated Annual Requirement	12,300 tons
Minimum Purchase – 80%	9,840 tons
Primary Bid Maximum – 120%	14,760 tons
Typical Tri-Axle Load	Approximately 22 tons
Performance Bond	50% of contract value

The 12,300-ton estimate represents the combined anticipated annual requirement of the participating municipalities and shall be used as the basis for bidder pricing, supply planning, storage planning, and transportation planning.

Individual Municipal Supply Commitment: Notwithstanding the aggregate quantities stated above, the successful bidder's obligation to supply up to one hundred twenty percent (120%) shall apply separately and independently to each participating municipality based upon that municipality individual estimated annual tonnage identified in Attachment 1.

The successful bidder shall be obligated to supply each participating municipality, upon order, up to one hundred twenty percent (120%) of that municipality's individual estimated annual tonnage at the Primary Bid price, subject to the terms and conditions of these specifications.

The 120% supply commitment shall not be calculated, administered, or satisfied on an aggregate basis among participating municipalities. Purchases by one participating municipality shall not reduce, offset, exhaust, or otherwise affect the successful bidder's obligation to supply another participating municipality up to 120% of the municipality's individual estimated tonnage.

Likewise, each participating municipality's eighty percent (80%) minimum purchase obligation shall be calculated and applied separately and independently based upon that municipality's individual estimated annual tonnage identified in Attachment 1. Purchases by one participating municipality shall not be credited toward, offset, or otherwise used to satisfy the minimum obligation of another participating municipality.

Accordingly, each participating municipality's minimum purchase obligation and maximum supply entitlement shall be determined independently based upon its individual annual tonnage identified in Attachment 1.

Attachment 1

**2026 BID FOR ROCK SALT
2026-2027 ESTIMATED TONNAGE REQUIREMENTS**

ALLEGHENY COUNTY, PA	2026-2027 ESTIMATED TOTAL TONS	STOCKPILE CAPACITY (TONS)	# OF TONS FOR THE TRIP THRU TOWN	TRACTOR TRAILER DELIVERY	WEEKDAY 24 HOUR DELIVERY	SATURDAY DELIVERY W/24 HOUR NOTICE
Braddock Borough	350	250	100	YES	NO	YES
Braddock Hills Borough	350	200	50	NO	NO	YES
Edgewood Borough	300	500	3	NO	NO	NO
Forest Hills Borough	200	600		YES	YES	YES
Monroeville	3,000	3,000		YES	YES	YES
Penn Hills	3,000	4,500	350	YES	YES	YES
Pitcairn Borough	250	300	30	YES	YES	YES
Plum Borough	3,500	7,000	160	YES	NO	YES
Swissvale Borough	800	200	25	YES	YES	YES
Wilmerding Borough	200	150		NO	NO	YES
Wilkins Township	250	500	25	NO	YES	YES
Rankin Borough	100	200	5	NO	NO	NO

EXHIBIT 1

ARTICLES OF AGREEMENT

MADE AND ENTERED into this day of in the year 2026, effective October 1, 2026.

BY AND BETWEEN

hereinafter referred to as "Municipality," and

hereinafter referred to as "Seller."

WITNESSETH

WHEREAS, Municipality, a participating municipality in the TCVCOG Purchasing Alliance (hereinafter referred to as "Purchasing Alliance"), has received proposals for the supply and delivery of Rock Salt (Sodium Chloride) through the Purchasing Alliance; and

WHEREAS, the Purchasing Alliance has solicited those proposals by duly advertising for bids, publishing specifications, and receiving and opening bids for said supply and delivery of Rock Salt; and

WHEREAS, Seller has submitted a proposal in response to the aforementioned solicitation for bids by the Purchasing Alliance for the supply and delivery of Rock Salt; and

WHEREAS, Municipality has determined that Seller is the lowest responsible bidder meeting the aforementioned specifications.

NOW, THEREFORE, Municipality and Seller agree as follows:

1. The recitals and preamble are incorporated into this contract as if the same were set forth at length and such shall become an integral part of this contract.
2. Municipality accepts the proposal submitted by Seller to supply and deliver Rock Salt to Municipality and is entering into this contract with Seller.
3. Seller agrees and is bound to supply and deliver Rock Salt to Municipality in accordance with the terms and conditions of the specifications and Seller's proposal and is entering into this contract with Municipality.
4. The initial term of this Agreement shall be in effect from the date first listed above and shall remain in full force and effect until June 30, 2027.
5. Seller agrees and is bound to supply and deliver in accordance with the terms and

conditions of the specifications and its proposal such quantities of Rock Salt as are represented and determined by the estimated annual tonnage of Municipality.

6. Municipality agrees to purchase a minimum of sixty (80%) percent of its annual estimated tonnage from Seller at the bid price. Municipality also agrees to purchase all of its additional tonnage, as needed, up to one hundred twenty (120%) percent of its annual estimated tonnage, exclusively from Seller, at the bid price(s) in the initial term of the contract and at the adjusted bid price(s) in any subsequent option year(s). Municipality may also purchase quantities in excess of one hundred twenty (120%) percent of its annual estimated tonnage from Seller pursuant to the terms and conditions of the specifications during the initial term of the contract.

7. Seller agrees to invoice Municipality directly for Rock Salt delivered by Seller to Municipality. Municipality agrees to pay Seller within sixty (60) calendar days from receipt of Seller's invoice.

8. In the event that Seller refuses or fails for any reason to perform any of its obligations pursuant to this Agreement, Municipality may, at its option, terminate the Agreement, and Municipality will be obligated to pay Seller only for the Rock Salt delivered prior to termination. In addition, Municipality may, whether or not it terminates this agreement, pursue any additional remedies at law or equity, which may be available.

9. Seller represents and warrants that it has delivered to the Purchasing Alliance or Municipality, when required, a Performance Bond in the amount and in accordance with the terms and conditions of the bid documents.

10. In consideration of the faithful performance of the Agreement by Seller, Municipality agrees to pay or cause to be paid to Seller the sum of \$_____ per ton of Rock Salt delivered during the initial term of the contract. This price shall be known as the "bid price." In addition, if Municipality chooses to make any purchases pursuant to the Alternate Bids submitted by Seller, Municipality agrees to pay or cause to be paid to Seller the appropriate amounts based on those bids, adjusted, as applicable, pursuant to the Detailed Specifications.

11. This Agreement incorporates by reference the Advertisement for Bids, General Instructions to Bidders, Detailed Specifications, Addenda or Bulletins (if applicable), Seller's Bid Proposal and Seller's Bonds, which are made part hereof with like force and effect as though recited herein.

12. It is agreed and understood that this Agreement shall be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, and the laws of the Commonwealth of Pennsylvania shall apply to all aspects of performance hereunder. It is further agreed and understood that if any part, term, condition or provision of the Agreement is held to be illegal or in conflict with any law of the Commonwealth of Pennsylvania or of the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the Municipality and Seller shall be construed and enforced as if the Agreement did not contain the particular part, term condition or provision held to be invalid.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed on the day and year first entered above.

ATTEST:

(Municipality)

By: President/Chair

ATTEST:

BY: _____

(Seller)(Title)

BIDDER: _____

TCVCOG 2026

BID FOR ROCK SALT

(SODIUM CHLORIDE)

OFFICIAL PROPOSAL

TCVCOG ROCK SALT BID

300 OXFORD DRIVE, SUITE 330

MONROEVILLE PA 15146

Ladies and Gentlemen:

We hereby propose to furnish Rock Salt (Sodium Chloride) in accordance with your official notice, specifications and instructions to bidders as follows:

TCVCOG PRIMARY BID

SECTION 1.

\$_____ Per ton, BULK DELIVERY

This bid consists of the following two component parts:

\$_____ Rock Salt, Per Ton and \$_____ Transportation, Per Ton Minimum tons per load(approximate) :_____

TCVCOG ROCK SALT

ALTERNATE BIDS

- A. \$_____ per ton, FOB mine or storage area in tri-axle (approx. 22 tons) loads.**
B. \$_____ per ton, FOB mine or storage are in LESS THAN tri-axle size truck loads.

Number of days advance notice required to guarantee pick-up of Rock Salt on the day the truck arrives at the storage area:_____

Other requirements to be met to guarantee pick-up of Rock Salt on the day the truck arrives at the storage area:_____

BIDDER: _____

SECTION 1. CONTINUED

C. \$ _____ Per Ton, BULK DELIVERY, for orders placed prior to October 15, 2026
Minimum tons per load (approximate): _____

D. Is a Colorizing Agent routinely added to you Rock Salt?

YES If YES, what color ? _____

NO If NO, you are requested to submit a bid on the following item:

\$ _____ Additional Charge, per ton, for Adding a Colorizing Agent to the Rock Salt

Color to be used _____

YES NO -Is your company able to accept electronic payment for invoices it issues?

IF YES, please list any additional costs or charges to be paid by the participating municipality for using electronic payments. _____

BIDDER: _____

SECTION 2:

NAMES AND LOCATIONS OF MINE(S) AND/ OR STORAGE AREA(S) IN THE SERVICE AREA OF THE TCVCOG

Name				
Location				
Normal Business Hours				
Normal Daily Distribution Capability (in tons)				
Maximum Daily Distribution Capability (in tons)				
Method Used for Loading Trucks				
Number of Front End Loaders				
Number of Scales				

BIDDER: _____

SECTION 3: EMERGENCY DISTRIBUTION PLAN

Bidder's written EMERGENCY DISTRIBUTION PLAN must be attached to this bid proposal.

The bidder gaurutees these prices for the period of OCTOBER 1, 2026 through and including JUNE 30, 2027

Respectfully Submitted,

Bidder: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

By: _____

(print or type name)

Title: _____

Signature: _____

Date: _____

(ALL PROPOSALS MUST BEAR AN ORIGINAL SIGNATURE IN BLUE INK)