

## RED LION MUNICIPAL AUTHORITY

### CHEMICAL BIDDING INFORMATION

The Red Lion Municipal Authority (Authority) will receive sealed bids until 10:00 AM, Thursday, December 12, 2019, for furnishing chemicals as specified herein. Bids will be opened publicly at that time in the Warner-Smith Meeting Room, 11 East Broadway, Red Lion, Pennsylvania. The Authority will act upon the bids at its Wednesday, December 17, 2019 meeting at 7:00 PM., in the Warner-Smith Meeting Room. The Authority reserves the right to reject any or all bids, to waive technicalities, and to award the contract to serve its best interests.

### BID INSTRUCTIONS

1. The amounts specified are approximates, based on experience, and the Authority reserves the right to increase or decrease the amounts according to its needs.
2. **THE PRICES TO BE QUOTED ARE TO BE FIRM PRICES FOR THE CONTRACT PERIOD WITH NO EXCEPTIONS INCLUDING ESCALATION CHARGES, FUEL SURCHARGES OR DELIVERY CHARGES.**  
January 1, 2020 to December 31, 2020
3. Chemicals are sometimes used at multiple locations within a given facility. Where a chemical is used at more than one location at a given facility, the delivery may be split between the two or more processing areas at the Authority's request without affecting the unit bid price.
4. Vendor is solely responsible for loading all chemicals to the storage or usage locations at each plant. Vendor is also responsible for loading all containers and pallets for return.
5. It is the responsibility of any Vendor that has a spillage, overflow, or the like to properly clean and dispose of chemical and cleaning materials.
6. Deliveries shall be accepted Monday through Friday from 7:00 AM to 2:00 PM, unless at a time agreed upon from the Authority. The Vendor shall contact the Authority WTP at least one (1) hour prior to arriving on-site. Delivery trucks shall include all necessary hoses, fittings, etc. to deliver chemical into storage tanks.
7. The storage facilities at each of the facilities can be examined by the bidders on Monday through Friday between the hours of 8:00 AM and 3:00 PM. All bidders are urged to do so in order to thoroughly familiarize themselves with loading and unloading facilities. Please contact the WTP Supervisor or designate for an appointment. (717-244-9387)
8. Quotations are to be made only for the size containers specified and are to be **F.O.B. CABIN CREEK FILTER PLANT**. Deposit amounts are to be shown separately and no empty container pick-up charge is to be made.
9. Deliveries are to be made promptly, not to exceed seven (7) calendar days after receipt of the order, either oral or written. Failure to make delivery of all items ordered within the

specified time limit shall give to the Authority the right to have the order filled by others and to charge the contractor the difference, if any, the contract price and the price paid to have the order filled by others. **Those bidders requiring a minimum quantity for delivery will be rejected.**

10. The Authority will first consider those bids which quote a total price for all chemicals listed on the bid form (referred to as “single vendor bids”). The Authority may select the lowest responsible bidder submitting a single vendor bid. In the alternative, if there are no single vendor bids or none for single vendor bids are acceptable to the Authority, the Authority may consider quoted prices on individual chemicals listed on the bid form. The Authority may select the lowest responsible bidder for each chemical or for combinations of two or more chemicals. Bidders may submit one bid with price quotes for individual chemicals and/or a total price quote for a single vendor bid.
11. The (SDS) safety data sheet and manufacturers specifications, as published in their product or technical bulletin describing properties of said chemical product, such as weight per gallon, grade chemical content and impurities and solution strength, shall be included with each chemical bid.
12. Each chemical bid shall meet the most current addition of AWWA standards. Products failing to meet AWWA specifications will be rejected as per provisions outlined in said standards.
13. All chemicals may be tested for specification compliance. Failure to comply with specifications will result in automatic termination bid.
14. The Authority reserves the right to reject any and all bids and to award the contracts in the best interest of the Authority.
15. **All bid pricing must be: delivered price/cwt (100 pound weight) as stated on enclosed Bid Form. Total Bid must also be entered on Bid Form.**
16. **All invoices for chemical purchases must reflect the delivered price as price/cwt (100 pound weight) as stated on the winning bid contract.**
17. Bidders will be required to use the enclosed bid form and submit it in a sealed envelope. The envelope’s exterior must contain the name and address of the bidder and be marked in the lower left-hand corner as follows:

**“BIDS FOR FURNISHING CHEMICALS”**

18. PLEASE BE REMINDED THAT ALL BIDS ARE TO BE SUBMITTED TO THE RED LION MUNICIPAL AUTHORITY, P.O. BOX 190, 11 EAST BROADWAY, RED LION, PENNSYLVANIA 17356 by 10:00 AM, Thursday, December 12, 2019. ANY BIDS RECEIVED AFTER THIS DATE AND/OR TIME WILL NOT BE OPENED.

## **GENERAL TERMS AND CONDITIONS**

ALL BIDS SUBMITTED AND PURCHASE ORDER CONTRACTS AWARDED INCLUDE THE FOLLOWING TERMS AND CONDITIONS:

ALL BIDS AND PURCHASE ORDER CONTRACTS ARE ALSO SUBJECT TO THE AUTHORITY'S BIDDING RULES AND REGULATIONS, WHICH ARE AVAILABLE UPON REQUEST.

1. No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification will be effective without written consent of the Authority.
2. No charges will be allowed for handling, including but not limited to, packing, wrapping bags, containers or rills, unless otherwise stated herein.
3. For any exception to the delivery date, as specified in the Bid Instructions, the vendor shall give prior notification and obtain written approval from the Authority with respect to such delivery date exception. Time is of the essence and the purchase order subject to termination for failure to deliver, as specified, and/or appropriate damages. The acceptance by the Authority of late performance, with or without objection or reservation, shall not waive the right to claim damage for breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by vendor.
4. All goods or materials purchased herein are subject to approval by the Authority. Any rejection of goods or material resulting because of not conforming to the terms and specifications of the bidding instructions and purchase order, whether held by the Authority or returned, will be at the vendor's risk and expense.
5. All invoices, packing lists, packages, containers, shipping notices, instruction manuals, and other written documents affecting the purchase order shall contain the applicable purchase order number for purposes of identification and tracking.
6. Vendor agrees to indemnify, defend and save harmless the Authority against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings, including all attorney's fees and costs.
7. Vendor warrants that articles supplied pursuant to this bid submission and purchase order conform to specifications herein and are fit for the purposes for which such goods are ordinarily employed, together with the particular purpose as stated herein. Vendor further warrants that all of the goods and materials supplied pursuant to its bid submission and purchase order are free and clear of all liens, claims, or encumbrances of any kind or nature whatsoever.
8. Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein, which occur prior to delivery. Such loss, injury or destruction shall not release vendor from any obligation hereunder.

9. Vendor shall indemnify, defend and save harmless the Authority from and against any damage, costs or liability for any injuries to persons or property arising from i) acts or omissions of vendor, his employees, agents, or subcontractors howsoever cause; ii) failure to deliver product that conforms with the specifications contained herein; or iii) failure to comply with other term or condition of this purchase contract. In the event of breach by vendor of any of the provisions of the purchase contract, the Authority reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to vendor. Vendor shall be liable for damages suffered by Authority resulting from vendor's breach of contract. In the event that any goods or materials delivered pursuant to the purchase contract interfere with or negatively impact the operation of the water treatment plant, the Authority may void the purchase contract, without further purchase of good or materials from vendor. The Authority will have no liability for any remaining purchase obligations under the purchase contract for that year.
10. Vendor covenants and agrees in the event suit is instituted by the Authority for any default on the part of Vendor, and then the vendor is adjudged by a court of competent jurisdiction to be in default, vendor shall pay to the Authority all costs, expenses expended, or incurred by the Authority in connection therewith, and reasonable attorney's fees. Vendor agrees the purchase contract shall be governed by the laws of the Commonwealth of Pennsylvania and jurisdiction and venue for any suit or cause of action arising thereunder, shall be the inclusively in the courts of York County, Pennsylvania.
11. YOU ACCEPT THIS PURCHASE ORDER BY SUBMITTING YOUR BID TO THE AUTHORITY. YOU ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH HEREIN. ANY SUBSEQUENT PURCHASE ORDER, OR PURCHASE ORDER ACKNOWLEDGMENT, CONTAINING ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR, SHALL BE NULL AND VOID AND OF NO FORCE OR EFFECT AS TO THE AUTHORITY.

**RED LION MUNICIPAL AUTHORITY**

*BID FORM*

I/We propose to furnish the Red Lion Municipal Authority with following specified chemicals at the Firm Bid Prices Quoted next hereunder for the period from January 1, 2020 to December 31, 2020 inclusive, FOB Cabin Creek Filtering Plant, 425 Gebhart Road, Windsor, Pennsylvania 17366:

Amount Specified More or less	Chemical	Size of Container	Delivered Price/cwt.	Total Bid	Container Deposit
100 Tons (1)	Caustic Soda (25%)	9,000 gal.			
110 Tons	Liquid Aluminum Sulfate containing 8% or more avail. water soluble Al <sub>2</sub> O <sub>3</sub>	2- 6000 gal. Tanks			
2 Tons	Potassium Permanganate (free flowing) KMnO <sub>4</sub> as manufactured by Carus Co. or Chem One Ltd.	55# keg			
1 Tons	Copper Sulfate (Cu SO <sub>4</sub> ) (Large Crystals)	50# bags			
1 Tons	Aqua Nuchar, Activated Carbon, Water Grade	50# bags			
95 Tons (1)	Sodium Hypochlorite (12.5%)	6,000 gal.			
3 Tons (1)	Sodium Bisulfite (38%)	55 gal. drum			
12 Tons (1)	Hydrofluosilic Acid (23%)	330 gal. tote			
9 Tons (1)	Zinc Orthophosphate Zinc as Zn = 5% Phosphate as PO <sub>4</sub> = 50% Ratio Ortho/Poly = 10:1	55 gal. drum			
4 Tons (1)	Emulsion Polyacrylamide Nonionic Superfloc N-1986 or Approved equal	55 gal. metal drum with center bung hole			

(1) Specified amount is on a wet pound basis

**TOTAL BID FOR SUPPLING ALL OF ABOVE ITEMS  
(SINGLE VENDOR BID)**

\$ \_\_\_\_\_

Name and address of company: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If my company fails to make delivery of the items bid within 7 calendar days after receipt of order, oral or written, I fully understand that the Authority has the right to have filled elsewhere.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Proper Officer

\_\_\_\_\_  
Signature of Attesting Witness