

SPECIFICATIONS, PROPOSAL, AND CONTRACT

For the purchase by the Borough of Chambersburg of the following:

**LIQUID CHLORINE, SODIUM HYDROXIDE, FLUOROSILICIC ACID, POLYALUMINUM
CHLORIDE-POLYMER, LIQUID ALUM, SODIUM BICARBONATE AND
SODIUM HYPOCHLORITE**

(CHEMICAL BIDS)

ISSUED

May 14, 2020

Bids for **CHEMICAL BIDS** as covered by attached Specifications must be received by Town Council of the Borough of Chambersburg before **2:30 p.m.**, legal time, **Wednesday, June 10, 2020** at the office of the Borough Secretary, 100 South Second Street, Chambersburg, Pennsylvania 17201.

TOWN COUNCIL OF THE BOROUGH OF CHAMBERSBURG

For further information:

Lance D. Anderson, Superintendent Water/Sewer Department
717-251-2405

NOTICE – SEEKING BIDS

The Borough of Chambersburg is accepting sealed bids for:

LIQUID CHLORINE, SODIUM HYDROXIDE, FLUOROSILICIC ACID, POLYALUMINUM CHLORIDE-POLYMER, LIQUID ALUM, SODIUM BICARBONATE AND SODIUM HYPOCHLORITE (CHEMICAL BIDS)

A complete proposal packet may be obtained from:

Jamia L. Wright, Borough Secretary
Borough of Chambersburg
100 South Second Street
Chambersburg, PA 17201
Phone: (717) 251-2437

The Town Council intends to award a Contract to the overall lowest responsible bidder for each item, as determined by Town Council in the best interest of the Borough of Chambersburg and reserves the right to award separate contracts for the various chemicals included in this Bid to separate bidders.

There will no Pre-Bid Conference. Performance, Payment, and Bid Bonds are not required for this Bid or Agreement. An anti-collusion affidavit is required for this Bid.

Bids shall be submitted only on the enclosed Bid Form included in the Bidding Documents. While Bidders may make comments to clarify their bid, Bidders cannot change, modify, delete or make additions to the wording to any of the Bidding Documents, including the Agreement. Unauthorized conditions, exceptions, limitations, or provisions attached to a bid may be cause for rejection of the bid. Any questions regarding the Bidding Documents shall be submitted as Requests for Interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

The Town Council of the Borough of Chambersburg reserves the rights to reject any or all bids; to waive any defects, errors, omissions, irregularities or informalities in a Bid or the Bid procedure; and to accept any Bid which it may deem to be for or in the best interest of the Borough of Chambersburg.

Bids will be received at the above address until **2:30 PM, on Wednesday, June 10, 2020**. Any Bid received after said date and time will be returned unopened. All bids must be in a sealed envelope clearly marked “**Bid for Borough of Chambersburg**”, bearing the name of the bidder and “**Chemical Bids**”. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “**BID ENCLOSED**” on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary.

Bids may be taken under advisement and the award of the contract, if awarded, will be made within sixty (60) days after the date of the opening bids. The Town Council reserves the rights to formally accept a Bid and award a Contract by public announcement at a regular meeting of the Town Council.

The Borough of Chambersburg is an Equal Opportunity Employer. Minority and women owned business and those defined as SERB’s under State regulations are encouraged to submit proposals.

INSTRUCTIONS TO BIDDERS

1. Project Overview

The Borough of Chambersburg (the “Borough”) is seeking bids from qualified bidders for the general procurement of: **Liquid Chlorine, Sodium Hydroxide, Fluorosilicic Acid, Liquid Polyaluminum Chloride-Polymer, Liquid Alum, Sodium Bicarbonate and Sodium Hypochlorite** (the “Goods”), for a one-year period (July 1, 2020 to June 30, 2021) as further described in the Specifications herein, for use at various Borough facilities. This Project shall also be known as the “Chemical Bids”.

2. Bidding Documents

The Bidding Documents include the following documents:

- Notice / Advertisement
- Instructions to Bidders
- General Terms and Conditions
- Non-Discrimination Notice
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder’s Questionnaire
- Proposal
- Receipt of Confirmation of Bidding and Contract Documents
- Agreement
- Specifications
- Addenda (if released by Borough)
- Receipt of Addenda (if Addenda is released by the Borough)

3. Copies of Bidding Documents

A complete set of Bidding Documents may be obtained by the Bidder at:

Borough of Chambersburg, 100 S. Second Street, Chambersburg, PA 17201.

The Bidding Documents may also be obtained electronically at www.borough.chambersburg.pa.us. All prospective bidders who obtained the Bidding Documents electronically must email or fax a “Receipt of Confirmation” form no later than 10:00 AM on June 17, 2020 to Jamia Wright at jwright@chambersburgpa.gov or fax (717) 261-3240.

Complete sets of the Bidding Documents shall be used in preparing the Bid. The Borough does not assume responsibility for any errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4. Contractor

The successful bidder will be known as the Contractor. The successful bidder to whom a contract (the “Agreement”) is awarded will be required to comply with all applicable federal and state laws, rules, regulations, orders and approvals, and all applicable Borough ordinances, rules and regulations. The Borough reserves the right to award separate contracts for the various chemicals included in this Bid to separate bidders.

5. Qualifications of Bidders

To demonstrate Bidder's qualifications to furnish the Goods, the Bidder shall submit with the Bid a completed Bidder's Questionnaire, as contained in the Bidding Documents.

Submission of financial information is not required with the Bid, however, the Borough reserves the right to request such information within five (5) calendar days after the Bid opening date.

Each Bid must contain evidence of Bidder's qualification to do business in the Commonwealth of Pennsylvania, or covenant to obtain such qualification prior to and as a condition of the award for the Contract.

No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears with the Borough upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said Borough or whose work has heretofore proved unsatisfactory or dilatory.

6. Interpretations and Addenda

Any questions or requests for interpretation of any provision of the Bidding Documents or Specifications shall be made to Lance Anderson, Water/Sewer Department Superintendent, at landerson@chambersburgpa.gov or 717-251-2405 at least five (5) days prior to the submission deadline.

The Borough may issue an Addendum, if deemed necessary by the Borough, to address or clarify the Bidding Documents prior to the submission deadline. Questions received after five (5) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements, interpretations or clarifications will not be binding or legally effective. A Bidder who fails to acknowledge receipt of any such Addendum with its Bid, as documented in a "Receipt of Addenda" form will be construed as though the Addendum had been received and acknowledged.

7. Security / Insurance

Performance, Payment, or Bid Bonds as well as proof of insurance are not required for this Bid or Agreement.

8. Proposal Form

The Bidder may bid on one (1) or more items listed on the Proposal Form: bidding on all items is not required. Pricing will remain fixed for the term of the Agreement. The Bid price of each item on the Proposal form must be stated in numerals and, if required, in words. Subject to the Borough's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.

The Proposal Form of an individual must be signed by the individual person. The Bid of a partnership must state the names of each partner and it must be signed by at least one partner. The Bid of a corporation must show the State of incorporation and must be signed by the President, Vice President, or any other employee duly authorized pursuant to a corporate resolution. Bids signed by employees other than the President or Vice President shall include a resolution demonstrating that employee is indeed authorized to act on behalf of and to bind the corporation.

All names must be typed or printed below each signature. Bid prices shall be inclusive and shall include, if applicable, all taxes of whatever nature applicable to the Goods. Submission of prices for Alternates, if any, is mandatory.

The following should be considered by Bidder with Bid submission:

Tax: Pennsylvania sales tax is not to be included in the bid. Tax exemption certificate will be furnished to the Contractor. The Borough is sales tax exempt. However, the Contractor is not exempt from the obligation to follow appropriate tax laws in the procurement of materials and services used in the performance of the Agreement and Contract. Bidder shall obtain legal advice to determine how and to what extent the Borough's tax exemption may be utilized by the Contractor. The Borough will provide, at the Contractor's request, documentation required to obtain applicable tax exemptions.

Shipping and Delivery: The Contractor shall deliver the Goods, select the carrier, and bear all costs of packaging, transportation, insurance, special handling, and any other cost associated with shipment and delivery. Delivery of each Good is F.O.B. (prepaid) Point of Destination to one the following three (3) locations depending on the particular chemical, as follows:

Item No.	Item	Point of Destination	
1	Liquid Chlorine	Water Treatment Plant	7659 Lincoln Way East, Fayetteville, PA 17222
2	Sodium Hydroxide, 25%	Water Treatment Plant	7659 Lincoln Way East, Fayetteville, PA 17222
3	Fluorosilicic Acid	Water Treatment Plant	7659 Lincoln Way East, Fayetteville, PA 17222
4	Polyaluminum Chloride-Polymer	Water Treatment Plant	7659 Lincoln Way East, Fayetteville, PA 17222
5	Liquid Alum	Wastewater Treatment Plant	725 Hollywell Avenue, Chambersburg, PA 17201
6	Sodium Bicarbonate	Water Treatment Plant	7659 Lincoln Way East, Fayetteville, PA 17222
7	Sodium Hypochlorite	Wastewater Treatment Plant	725 Hollywell Avenue, Chambersburg, PA 17201

The Contractor shall be responsible for unloading the Goods from the carrier, unless otherwise indicated in the Specifications. The risk of loss and insurable interests transfer from the Contractor to the Borough upon the Borough's receipt of the Goods at the Point of Destination. The Borough reserves the right to reasonably change this location if it is in the best interest of the Borough. Additional Delivery requirements are contained in the Specifications.

All chemicals must be shipped in the containers as indicated in the Specifications, unless otherwise authorized by the Borough.

All chemicals supplied must meet all federal, state, and local standards, laws, and regulations for quality and safety requirements and must conform to the Specifications. Chemicals not meeting these conditions will be deemed unacceptable and may be returned to the Contractor at no charge to the Borough.

All chemicals will be delivered within the time indicated following placement of an order by the Borough for that item in the Specifications. The Borough reserves the right to reject items delivered late and the Contractor shall be responsible for any cost difference incurred by the Borough if chemicals must be purchased elsewhere.

All products, where applicable, must comply with the most recent ANSI / NSF Standard Specifications, unless otherwise indicated in the Specifications.

SDS sheets must be provided for all chemicals upon the request of the Borough.

All chemicals must be properly labeled with all federal, state and local laws or requirements, including OSHA, where applicable.

The shelf life must be indicated on the product, and no expired products will be accepted. If products are delivered with insufficient shelf life to meet the particular needs of the Borough for that Item during the term of the Agreement, the product may be returned.

9. Submission of Bids

Bids shall be submitted no later than the time and place indicated in the Notice. All bids must be in a sealed envelope clearly marked “Bid for Borough of Chambersburg”, bearing the name of the bidder and “**Chemical Bids**”. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “**BID ENCLOSED**” on the face of it. Please mail bids to Attention: Jamia L. Wright, Borough Secretary. The Bidder is solely responsible for delivering Bid to the Borough at the location of, and by the time of, the Bid opening designated in the Notice.

The following completed documents are to be submitted with the Bid and will become a condition of the Bid:

- Proposal
- Bidder Affidavit
- Non-Collusion Affidavit
- Bidder’s Questionnaire
- Chemical Specifications
- Receipt of Addenda (if applicable)

Bidders may provide comments to clarify or describe their technical offer, **but Bidders cannot change, modify, delete or make additions to the wording to any of the Bidding Documents, including but not limited to the Agreement, General Conditions, or the Proposal form. Unauthorized conditions, exceptions, limitations, or provisions attached to the bid may be cause for rejection of the bid.** Any questions regarding the Bidding Documents shall be submitted as a request for interpretation and the Bidding Documents may only be modified by Addendum issued by the Borough prior to the Bid opening date.

It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, including any Addenda or Memorandum and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods, visit the Point of Destination to become familiar with the local conditions;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or the furnishing of Goods;
- D. carefully study and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the Point of Destination, with the Bidding Documents;
- E. promptly give the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods.

10. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

After the Bid opening, Bidder may withdraw its Bid only by complying with applicable Federal, State, or local laws and regulations. Unless prohibited by such applicable laws and regulations, or if there are no applicable laws and regulations, Bidder shall forfeit the entire amount of Bid security upon withdrawal of its Bid, if bid security is required.

11. Bids to Remain Subject to Acceptance

Bids shall remain open for a period of sixty (60) days from the date of Bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds or notes, or the award of a grant or grants, in which event the Bids shall remain open for a period of one hundred twenty (120) days from the date of Bid opening. The Borough will either award the Agreement within the applicable time period or reject all Bids, returning the Bid security to the Bidders. Thirty (30) day extensions of the date for the award may be made by the mutual written consent of the Borough and the apparent successful Bidder.

12. Award of Contract

The Borough reserves the right, without limitation, to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder, if the Borough believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Borough. The Borough also reserves the right to waive all irregularities or informalities not involving price, time or changes in the Work and to negotiate contract terms with the successful Bidder. Furthermore, the Borough reserves the right to award separate contracts for the various chemicals included in this Bid to separate bidders.

The Borough will correct discrepancies in Bidder's mathematical totals. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, the Borough may conduct such investigations as the Borough deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Goods in accordance with the Bidding Documents to the Borough's satisfaction within the prescribed time. The Borough reserves the right to interview Bidders.

If the Contract is to be awarded, the Borough will give the apparent successful Bidder a Notice of Intent to Award.

13. Signing of Agreement

When the Borough gives a Notice of Intent to Award to the apparent successful Bidder, it will be accompanied by three (3) unsigned counterparts of the Agreement (each with a copy of the Bid submission). Within fifteen (15) days thereafter, apparent successful Bidder shall sign and deliver to the Borough the three (3) signed counterparts of the Agreement and completed W-9 form. The Agreement may be cancelled, at the discretion of the Borough, if the apparent successful Bidder does not execute, and deliver to the Borough the Agreement and completed W-9 form, within fifteen (15) days from the date of the Notice of Intent to Award.

GENERAL TERMS AND CONDITIONS

1. Labor and Equipment

The Contractor agrees to furnish all labor, tools, and equipment and to pay all expenses necessary for or in connection with, the work to be done hereunder in consideration of the payments hereinafter provided to be paid to the Contractor by the Borough.

2. Inspection of Work or Goods, Acceptance

The Borough reserves the right to inspect the Contractor's Work, Goods, or other deliverables, and direct changes to the Contractor's methods and procedures within the scope of this Contract. Periodic inspections may be performed by the Borough or its agents. The Contractor shall allow the Borough reasonable time to perform such inspections or tests. The Borough shall give prompt notice to the Contractor as to whether the Goods appear to be conforming or non-conforming on the basis of any inspections or testing of conformity.

3. Termination and Suspension

Should the Contractor fail to perform the Work and/or Services to the satisfaction of the Borough or to comply with any of the provisions of the Agreement, including but not limited to failure to deliver the specific Goods within the timeframe or in the specific amount as established in the Specifications, the Borough may terminate the Agreement for cause upon seven (7) days written notice of intent to terminate to the Contractor. Contractor's services will not be terminated if the Contractor begins within seven (7) days of receipt of the notice of intent to terminate to correct and cure the deficiencies set forth in said notice and it proceeds in a diligent manner to cure such deficiencies within no more than fifteen (15) days of receipt of said notice, unless the Borough in its sole and absolute discretion extends such time to cure in writing.

Notwithstanding the foregoing, the Borough may terminate the Agreement and Contract without cause and without prejudice to any other right or remedy of the Borough upon thirty (30) days' written notice to Contractor.

Contractor may only terminate the Agreement and Contract in the event the Borough is in default and fails to cure said default within thirty (30) days from the date the Borough receives written notice from Contractor, which said notice shall set forth the alleged default.

In the event that the Borough terminates the Agreement and Contract as provided for herein, Contractor agrees that Contractor shall not be entitled to, and shall not be paid, an amount for loss of anticipated profits or revenue or other economic loss arising out of and/or resulting from such termination. Contractor agrees that its sole remedy shall be payment for services rendered prior to termination of the Contract, provided however that the Borough may offset any amount owed to the Contractor for services rendered by Contractor prior to termination for any damages, and/or costs suffered and/or incurred by the Borough as a result of any breach or failure by Contractor.

The Borough has the right to suspend performance of the Agreement and Contract, at any time and without cause, by written notice, upon which the Contractor shall be entitled to an increase in the contract time and contract price caused by the suspension, as determined by the Borough in its sole and absolute discretion.

4. Warranty

The Contractor shall warrant and guarantee that such Goods supplied will be of merchantable quality and fit for the ordinary purposes for which such Goods are sold. The Contractor shall warrant and guarantee that such Goods shall conform to the Specifications herein.

With respect to breach of warranty claims by the Borough, the Borough shall provide the Contractor with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach of warranty has occurred. The Contractor shall have ten (10) days from receipt of the written notice declaring the breach (or such longer period of time as the Borough may grant in writing) within which to cure the alleged breach. These provisions shall be in addition to all other rights and remedies available to the Borough under the Agreement and any applicable laws.

5. Notice of Defect

The Borough shall give the Contractor prompt notice of defects that become apparent. In case of an emergency where delay would cause serious loss or damage, the Borough may undertake to have any defects repaired without previous notice to the Contractor, and the expense of such repairs shall be borne by the Contractor.

6. Permits, Licenses, etc.

All permits, licenses, inspections, ratings, or approvals related to the production and delivery of the Goods are the responsibility of the Contractor and all expenses for such should be included in bid proposal.

7. Invoices and Payment for Supplies or Equipment

All payments will be processed through the Borough's standard accounts payable system. The Contractor Invoices should be marked NET 30 DAYS. The invoice must include, at a minimum, the quantity and type of item plus item price.

- A. **Delivery** - All items must be delivered at the price(s) bid, FOB Point of Destination, as further defined in the Bidding Documents.
- B. Contractor may only deliver Goods as authorized in the Agreement and only after the receipt of a purchase order or other authorized document from the Borough. All orders must be in writing.

If the Borough objects to any portion of an Invoice, the Borough shall so notify the Contractor in writing within twenty (20) days of receipt of the invoice. The Borough shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Borough on all disputed invoiced amounts resolved in the Contractor's favor and unpaid for more than forty-five (45) days after date of the notice of the dispute.

8. Indemnification

Contractor, its employees, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction shall release, hold harmless, and indemnify the Borough, its officers, elected officials, agents, representatives, and employees acting within the scope of their official duties from and against damages, costs, and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, or omissions of Contractor, its employees, sub-consultants, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction, in the performance of the requirements of the Agreement and Contract. Contractor shall defend any lawsuit commenced against the Borough and shall pay any judgments and costs connected with such proceeding which are based upon the negligent acts or omissions of Contractor or its employees, agents, servants, and/or anyone acting under Contractor's control and/or Contractor's direction. If Contractor is successful in defending such a lawsuit, then the Borough will reimburse Contractor for its costs and expenses associated with such defense only to the extent that such liabilities arise from an action which can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 *et. seq.* and in accordance with such limits of liability set forth in the Act.

9. Taxes

All taxes of whatsoever kind, nature and description payable in respect to the performance of the Agreement are to be paid by the Contractor unless otherwise provided by law.

The successful bidder is required to complete an Internal Revenue Service Form (W-9) providing the bidder's taxpayer identification number (TIN), address, and, if applicable, certification regarding backup withholding. The successful bidder must submit a completed (W-9) Form along with the executed Agreement. The Borough may waive this provision in the event the Borough is in possession of an accurate and up to date W-9 form. A W-9 form is not included with the Bidding Documents but may be provided to the successful bidder upon request.

10. Disputes

Before any litigation is brought pursuant to the Agreement and Contract, the parties hereto agree to submit any dispute between them to mediation. Such mediation shall be a condition precedent to either party instituting litigation unless a stay of an applicable statute of limitations or repose is necessary. Such mediation may be initiated by written request and will occur within thirty (30) days of such request. A mutually agreeable impartial mediator may be retained, if requested by either party, to assist in the mediation process. In the event the parties cannot agree to a mediator, the parties will continue to put forth names for a mutually agreeable time, after which litigation may be commenced in Franklin County Court of Common Pleas if a mediator is not agreed upon. In the event mediation does not result in the successful resolution of the dispute, either party may institute any and all actions necessary to protect their rights at law and/or equity in accordance with the Agreement and Contract.

11. Compliance with Laws

The furnishing of Goods under the Agreement shall conform to all applicable federal, state, and local laws, including but not limited to the following if applicable:

- a. Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.
- b. Contractor is subject to the provisions of the Pennsylvania Human Relations Act No. 222 of 1955, as amended.
- c. Contractor shall comply with the Antibi-d-Rigging Act, 62 Pa.C.S.A §4501, *et seq.*
- d. Contractor shall comply with the Underground Storage Tank Indemnification Fund (SSTIF), 31 pa. Code § 977.14.

12. Pennsylvania Right to Know

The Contractor acknowledges and understands that any information received by the Borough may be subject to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 *et seq.* The Contractor's duties regarding the Right To Know Law are continuing duties that survive the expiration of the Agreement and Contract.

NON-DISCRIMINATION

During the term of the contract, the contractor agrees as follows:

- A. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- B. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- C. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.
- D. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that contract has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
- E. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, contractor shall then employ and fill vacancies through other non-discrimination employment procedures.
- F. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of contractor's non-compliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and contractor may be declared temporarily ineligible for Commonwealth of Pennsylvania contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

- G. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to ss 49.35 (relating to information concerning compliance by contractors). If contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.
- H. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- I. Contractor shall include the provisions of this non-discrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.
- J. The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.
- K. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

BIDDER AFFIDAVIT

The Specifications and all papers required by it and submitted herewith, the Contract, and all papers made a part hereof by its terms, are hereby made a part of this Proposal.

The undersigned bidder hereby represents as follows:

- A. That he has carefully examined the Proposal, the Contract, and the Specifications;
- B. That no officer, agent, or employee of the Borough of Chambersburg is personally interested directly or indirectly in this Proposal and the accompanying Contract or the compensation to be paid herein under;
- C. That the Proposal is made without connection with any person, firm or corporation making a Proposal for the same work, and is in all respects fair and without collusion or fraud; and
- D. That should this Proposal be accepted by the Borough of Chambersburg within sixty (60) days of the opening of bids, he will execute the Contract and furnish any other documents within the time and in the forms and amount required by the Contract and Specifications, and that upon his failure, neglect or refusal to do so, he shall forfeit to the Borough of Chambersburg the Proposal Security, not as a penalty, but as a liquidated damage.

Name of Bidder, Corporation, Firm or Individual

By: _____
Authorized Representative

Please Print Signature

Title

Business Address of Bidder

Phone #

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid-rigging, and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids, are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid", as used in the Affidavit, has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit, in compliance with these instructions, will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT CONTINUED

I understand, and my firm understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Borough of Chambersburg of the true facts relating to the submission of bid for this contract.

(Signature)

(Print Name)

(Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS

(Date)

Notary Public
My Commission Expires:

(Date)

BIDDER'S QUESTIONNAIRE

All questions must be answered and the dates given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit additional information if desired. The signer of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

For: Borough of Chambersburg
 100 South Second Street
 Chambersburg, PA 17201

Project: **CHEMICAL BIDS**

Submitted by:

(Bidder's Full Name) _____

(Full Address) _____

(Phone Number) _____

(State of Incorporation) _____

1. State the number of years your organization has been in business under your present business name and engaged in the type of work called for in this Bid.

2. List three (3) similar contracts your organization has completed in the last five (5) years. Include project name or description, date, Owner, Owner's Representative, and phone number of Owner's representative.

	Project	Date	Owner	Owner's Representative	Owner's Representative Phone Number
1					
2					
3					

(FORM CONTINUES ON FOLLOWING PAGE)

The undersigned hereby authorizes the Borough and its representatives to contact former clients and / or references to discuss the bidder's performance and / or qualifications. Bidder hereby expressly releases the Borough of Chambersburg, its agents, attorneys, engineers, representatives, board members, heirs, and assigns from any and all rights, losses, damages, claims, actions or causes of action, whether in contract or tort, law or equity, whether known or unknown, suspected or unsuspected, which the Bidder ever had, now has, or will have against the Borough of Chambersburg, former clients and / or references related to the discussion in any manner of the Bidder's performance and / or qualifications.

Dated at this ____ day of _____ 20__.

Name of Bidder, Corporation, Firm or Individual

By: _____

Authorized Representative

(Please Print Signature)

Title

END OF BIDDER'S QUESTIONNAIRE

PROPOSAL

DATE _____

Project: LIQUID CHLORINE, SODIUM HYDROXIDE, FLUOROSILICIC ACID, POLYALUMINUM CHLORIDE-POLYMER, LIQUID ALUM, SODIUM BICARBONATE AND SODIUM HYPOCHLORITE (CHEMICAL BID)

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

Borough of Chambersburg
100 S. Second Street
Chambersburg, PA 17201
Attn: Jamia Wright

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Borough in the form included in the Bidding Documents to furnish the Goods as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement/Invitation to Bid and Instructions to Bidders. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of the Borough.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Bidding Documents, that the Bidder has:

- A. examined and carefully studied the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
- B. if specified, or if, in Bidder's judgment, any local condition may affect cost, progress or the furnishing of Goods, Bidder has visited the Point of Destination to become familiar with the local conditions;
- C. Bidder is familiar with and satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, or the furnishing of Goods;
- D. Bidder has carefully studied and correlate the information known to Bidder, and information and observations obtained from Bidder's visits, if any, to the applicable Point(s) of Destination, with the Bidding Documents;
- E. promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovered in the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Bidder; and
- F. determined that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods.

ARTICLE 4 - BASIS OF BID

4.01 Bidder will furnish the Goods as noted below in accordance with the Contract Documents (indicate quantity where none is currently given) at the following FIRM prices.

ALL BID PRICES MUST BE A FIRM PRICE FOR THE CONTRACT PERIOD.

ITEM NO. 1 - **LIQUID CHLORINE**

_____dollars _____cents per one hundred (100) pounds in 150# cylinders, three (3) cylinder lots as ordered, delivered to the Borough's Water Treatment Plant.

_____dollars _____cents per one hundred (100) pounds in 1-ton containers, one (1) ton lots, as ordered, delivered to the Borough's Water Treatment Plant.

ITEM NO. 2 - **SODIUM HYDROXIDE**

_____dollars _____cents per ton, at 25 percent (%) available sodium hydroxide, in truckload lots, liquid, as ordered, delivered to the Borough's Water Treatment Plant.

ITEM NO. 3 - **FLUOROSILICIC ACID**

_____dollars _____cents per one hundred (100) pounds at _____ percent by weight of fluorosilicic acid in 55-gallon drums, in lots of twenty five (25) drums, as ordered, delivered to the Borough's Water Treatment Plant.

Quoted Cost per 100 lbs	% Fluorosilicic acid by weight	Bid Price Adjusted Cost per 100lbs. of 100% pure fluorosilicic acid

ITEM NO. 4 - **POLYALUMINUM CHLORIDE-POLYMER**

_____dollars _____cents per ton on a dry weight basis 100% solution in tank truck, as ordered, delivered to the Borough's Water Treatment Plant.

ITEM NO. 5 - **LIQUID ALUM**

_____dollars _____cents per ton on a dry weight basis seventeen percent (17%) as Al2O3, in tank truck, as ordered, delivered to the Borough's WasteWater Treatment Plant.

ITEM NO. 6 - **SODIUM BICARBONATE**

_____dollars_____cents per one hundred (100) pounds in 50# multi-wall, strong paper bags, delivered as ordered, in truckload lots, on pallets to the Borough's Water Treatment Plant.

ITEM NO. 7 - **SODIUM HYPOCHLORITE**

_____dollars_____cents per gallon, delivered as ordered, in 330 gallon tank, to the Borough's Wastewater Treatment Plant.

NOTE 1: The bidder shall include all costs associated with the purchase and delivery of the chemicals and the return of containers in the bid price. No other deposits or charges will be paid by the Borough of Chambersburg other than the bid price. Added charges include but are not limited to: 1. Deposits for containers or pallets; 2. Freight charges; 3. Container cleaning charges; 4. Demurrage charges.

NOTE 2: The delivery locations are as follows:

Water Treatment Plant
Wastewater Treatment Plant

7659 Lincoln Way East, Fayetteville, PA 17222
725 Hollywell Avenue, Chambersburg, PA 17201

ARTICLE 5 — TIME OF DELIVERY

5.01 Bidder agrees that the time for furnishing of Goods, following placement of an order by the Borough, will conform to the schedule set forth in the Specifications.

ARTICLE 6 - ATTACHMENTS TO THIS BID

6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bidder Questionnaire, with supporting data if required; and
- B. Required Non-Collusion Affidavit, Bidder Affidavit, and Non-Discrimination Affidavit.

The undersigned does further declare that the statements and representations made in this Proposal are true in every respect and that said Proposal is in all respects fair and made without collusion or fraud, and that no member of the Borough Council or any agent or employee of the Borough directly, or indirectly is interested in this Proposal, or in any portion of the profits expected to accrue therefrom.

Company Name _____

Address _____

Signature _____

Printed Name _____

Title _____

Name of person familiar with proposal _____

Phone number _____

Email address _____

State of Incorporation (for Corporations) _____

SPECIFICATIONS

LIQUID CHLORINE, SODIUM HYDROXIDE, FLUOROSILICIC ACID, POLYALUMINUM CHLORIDE-POLYMER, LIQUID ALUM, SODIUM BICARBONATE AND SODIUM HYPOCHLORITE (CHEMICAL BID)

Sealed proposals will be received by the Town Council of the Borough of Chambersburg, Pennsylvania until **2:30 p.m., Wednesday, June 10, 2020**, for the following materials to be furnished to the Borough of Chambersburg during the period **July 1, 2020 to June 30, 2021**.

- Item No. 1 - Liquid Chlorine
- Item No. 2 - Sodium Hydroxide
- Item No. 3 - Fluorosilicic Acid
- Item No. 4 - Polyaluminum Chloride -Polymer
- Item No. 5 - Liquid Alum
- Item No. 6 - Sodium Bicarbonate
- Item No. 7 - Sodium Hypochlorite

QUANTITIES

The estimated quantities of materials as set forth herein are based upon the best available information but are estimates only and the Borough reserves the right to purchase more or less than the amount estimated to meet its requirements.

DELIVERY LOCATIONS

The delivery locations are as follows:

Water Treatment Plant	7659 Lincoln Way East, Fayetteville, PA 17222
Wastewater Treatment Plant	725 Hollywell Avenue, Chambersburg, PA 17201

ITEM NO. 1 - LIQUID CHLORINE

Liquid Chlorine shall comply with State and Federal Health and Safety Regulations for use with potable water and with all applicable requirements of ANSI/AWWA B301-92. All chemicals must be NSF Approved and all chemicals/containers must be labeled NSF Approved.

Liquid Chlorine is to be quoted at a price per one hundred (100) pounds and delivered in 150# cylinders to the Water Treatment Plant (the "Point of Destination"). The requirement for 150# cylinders for the contract period 07/01/20 to 06/30/21 is estimated at 2.5 tons.

Liquid Chlorine is also to be quoted at a price per one hundred (100) pounds delivered in 1-ton cylinder containers to the Water Treatment Plant (the "Point of Destination"). The requirement in ton cylinders for the contract period 07/01/20 to 06/30/21 is estimated at 10 tons.

All chlorine cylinders must be delivered on a truck equipped with an electric or hydraulic tail gate to lower and raise cylinders for unloading and loading. For Liquid Chlorine in 1-ton cylinders, the Contractor shall be responsible for unloading the cylinder at the Point of Destination to a point where the Borough can utilize its hoist equipment to move the cylinder into the Water Treatment Plant.

Liquid Chlorine orders, when requested, are to be delivered within no more than five (5) calendar days.

THE BOROUGH OF CHAMBERSBURG WILL NOT PAY A DEPOSIT OR PAY ANY DEMURRAGE CHARGES ON 150 lb. or 1-TON CHLORINE CYLINDERS.

ITEM NO. 2 - SODIUM HYDROXIDE, 25%

The product must meet or exceed ANSI/AWWA B302-95 Standard for Sodium Hydroxide, NSF and be acceptable to E.P.A. and Pennsylvania DEP for potable water treatment. The product shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the Sodium Hydroxide.

The sodium hydroxide is to be at a quoted price per ton of pure chemical. Delivery of 25% Liquid Sodium Hydroxide (Caustic Soda) shall be supplied in bulk and is to be shipped by tank truck suitable in conditions for hauling 25% Liquid Sodium Hydroxide (Caustic Soda). Tanks shall not contain any substances that might affect the use or usefulness of the 25% Liquid Sodium Hydroxide (Caustic Soda) in treating the water supplies. Delivery shall be via bidder's owned and operated trucks, or by a common carrier chosen by the bidder. Should a common carrier be used, bidder shall have a trained company representative present at the time of each delivery. Bidder shall notify carrier that only clean tanks shall be used when delivering the product. All drivers shall be thoroughly trained and be familiar with the related hazards, safety measures, and spill cleanup procedures. All spills and leakage during unloading, regardless of size, shall be properly and immediately cleaned up by bidder's personnel. All shipments shall be accompanied by certified weight tickets and material safety data sheets. The shipper shall follow all Local, State, Federal and U. S. Department of Transportation (DOT) requirements.

Sodium Hydroxide orders, when requested are to be delivered within ten (10) calendar days. The requirement for the contract period, 07/01/20 to 06/30/21, is estimated at 37 tons pure sodium hydroxide and 145 tons as a delivered 25% solution.

ITEM NO. 3 - FLUOROSILICIC ACID

Fluorosilicic acid shall comply with State Health Regulations for use with potable water and with all applicable requirements of ANSI/AWWA B703-94. All chemicals must be NSF Approved and all chemicals/containers must be labeled NSF Approved.

The Fluorosilicic acid is to be quoted at the percent by weight of the fluorosilicic acid to be supplied at a price per one hundred (100) pounds delivered in lots of twenty-five (25) 55-gallon drums, not on pallets, each to the Borough's Water Treatment Plant (the "Point of Destination"). The Borough shall use their own equipment and be responsible for unloading this chemical from the carrier at the Point of Destination to storage.

The quoted fluorosilicic acid shall contain between 20 and 30 percent fluorosilicic acid by weight. The quoted price per one hundred (100) pounds will be adjusted according to the available fluorosilicic acid content by weight. The contract will be awarded based on the lowest adjusted cost per one hundred (100) pounds of one hundred percent (100%) pure fluorosilicic acid. One single concentration of fluorosilicic acid shall be supplied for the contract period.

The hydro-fluorosilicic orders, when requested, are to be delivered within no more than ten (10) calendar days. The requirement for the contract period, 07/01/20 to 06/30/21, is estimated at 31 tons.

THE BOROUGH OF CHAMBERSBURG WILL NOT PAY ANY ADDED CHARGES SUCH AS DRUM CLEANING.

ITEM NO. 4 - POLYALUMINUM CHLORIDE-POLYMER

Polyaluminum chloride-polymer shall comply with State and Federal Health and Safety Regulations for use with potable water and with the American Water Works Association Standards B408-03 for the treatment of potable water and with NSF/ANSI Standard 60.

Polyaluminum chloride polymer shall be **USALCO Del Flocc 801** or pre-qualified equal. To pre-qualify, the supplier must meet the following:

1. Secure PA Department of Environmental Protection Public Water Supply Construction Permit with a special condition naming the supplied chemical.
2. Bench testing shall be performed by professional engineer in presence of Owner certified water treatment operators meeting the following conditions:
 - a. Water treatment plant raw water with Color = 200 standard units and treated water with Color < 15 standard units and turbidity < 0.25 NTU
 - b. Water treatment plant raw water with turbidity > 25 NTU and settled water turbidity < 0.25 NTU.
 - c. Provide each of the above for two separate events separated by minimum of 2 weeks each.
3. Provide report prepared by professional engineer licensed in Pennsylvania describing the results of the above including water quality (raw and treated) and coagulant dosages.

The polyaluminum chloride-polymer is to be quoted at a price per ton on a dry weight basis one hundred percent (100%) as polyaluminum chloride-polymer solution delivered in a four thousand five hundred (4,500) gallon tank truck to the Borough's Water Treatment Plant (the "Point of Destination"). The Contractor shall be responsible for unloading the chemical from the carrier and into the Borough's storage tanks for this chemical. The requirement for the contract period, 07/01/20 to 06/30/21, is estimated at 206,000 pounds or 103 dry tons.

Polyaluminum Chloride-Polymer orders, when requested, are to be delivered within no more than ten (10) calendar days.

ITEM NO. 5 - LIQUID ALUM

Liquid Alum shall comply with State and Federal Health and Safety Regulations for use with potable water and with all applicable requirements of ANSI/AWWA B403-93. All chemicals must be NSF Approved and all chemicals/containers must be labeled NSF Approved.

The liquid alum is to be quoted at a price per ton on a dry weight basis seventeen percent (17%) as Al₂O₃ delivered in a four thousand five hundred (4,500) gallon tank truck to the Borough's Wastewater Treatment Plant (the "Point of Destination"). The Contractor shall be responsible for unloading the chemical from the carrier and into the Borough's storage tanks for this chemical. The requirement for the contract period, 07/01/20 to 06/30/21, is estimated at 500,000 pounds or 250 dry tons.

Liquid alum orders, when requested, are to be delivered within no more than ten (10) calendar days.

ITEM NO. 6 - SODIUM BICARBONATE

Sodium Bicarbonate shall comply with State and Federal Health and Safety Regulations for use with potable water. Sodium bicarbonate shall be manufactured in the USA. . All chemicals must be NSF Approved and all chemicals/containers must be labeled NSF Approved.

- Chemical Component: Sodium Bicarbonate, as NaHCO₃
- Granulation: Typical Values (Cumulative % Retained) Sieve Size Micron Minimum + 200 Mesh 80% + 325 Mesh 95%
- Typical Bulk Density, lbs/ft³ (g/l): 68 (1090)
- Applicable Certifications: NSF Applicable Standards: Meets AWWA and ASTM standards
- Assay, dry basis, USP Method: Not less than 99.0% and not more than 100.5% of NaHCO₃

The Sodium Bicarbonate furnished shall be a dry, white powder containing no large lumps or crystals and shall be free-flowing and suitable for storage in closed hoppers and for feeding with a standard dry feeder.

The Sodium Bicarbonate shall be quoted at a price per one hundred (100) pounds delivered in fifty (50) pound multi-wall, strong paper bags to the Borough's Water Treatment Plant (the "Point of Destination") in truckload lots on **standard wooden returnable pallets**. The Borough shall use their own equipment and be responsible for unloading this chemical from the carrier at the Point of Destination to storage. Pallets shall be furnished by the supplier with supplier's name labeled on each pallet.

Sodium Bicarbonate orders, when requested, are to be delivered within ten (10) calendar days. The requirement for the contract period, 07/01/20 to 06/30/21, is estimated at 100 tons.

ITEM NO. 7 - SODIUM HYPOCHLORITE

Sodium Hypochlorite, 12.5% shall comply with State and Federal Health and Safety Regulations for use with non-potable water and with all applicable requirements of ANSI/AWWA B301-92. All chemicals must be NSF Approved and all chemicals/containers must be labeled NSF Approved.

Sodium Hypochlorite, 12.5% is to be quoted at a price per gallon, delivered in 330 gallon tank to the Wastewater Treatment Plant (the "Point of Destination"). The delivery needs to be on a small delivery truck due to construction at the Wastewater Treatment Plant.

The Contractor shall be responsible for unloading the chemical from the carrier at the Point of Destination as designated by Borough personnel.

Sodium Hypochlorite, 12.5% orders, when requested, are to be delivered within no more than five (5) calendar days. The requirement for 330 gallon tank for the contract period 07/01/20 to 06/30/21 is estimated at 15,000 gallons.

THE BOROUGH OF CHAMBERSBURG WILL NOT PAY A DEPOSIT OR PAY ANY DEMURRAGE CHARGES.

END OF SECTION

AGREEMENT

This Agreement made this _____ day of _____ 20____ (the "Effective Date") by and between the Borough of Chambersburg, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter the "Borough") and _____ (hereinafter the "Contractor").

WHEREAS the Borough has authorized the purchase of certain items in accordance with the Specifications hereto attached and made a part hereof; and

WHEREAS the Contractor has submitted to the Borough a Proposal for

**LIQUID CHLORINE, SODIUM HYDROXIDE, FLUOROSILICIC ACID,
POLYALUMINUM CHLORIDE-POLYMER, LIQUID ALUM, SODIUM BICARBONATE AND
SODIUM HYPOCHLORITE
(CHEMICAL BIDS)**

in conformity with the Bidding Documents, including Specifications, hereto attached and made a part hereof; and

WHEREAS the Borough, after due consideration and appropriate action, has decided to award a contract to the Contractor in accordance with said Proposal.

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the Borough and the Contractor in consideration of the requirements, terms, and conditions of the said Bidding Documents and the offers, promises, and representations made by the Contractor in said Proposal, by each of the parties hereto, on their parts, to be observed and fulfilled, do hereby agree as follows:

Article 1 - Basis of Agreement

The parties hereto recognize that any and all Bidding Documents, as defined in the Instructions to Bidders and including the said Specifications and any Addenda (if released), plus the Bidder's Proposal, and any and all Written Amendment(s), Change Orders(s) and Notice to Proceed if issued after the Effective Date of this Agreement (hereinafter, the "Contract Documents"), are the basis of this Agreement, accept the same and declare that there are no understandings, representations, or promises, written or verbal, having any bearing on this Agreement which are not expressed in the Contract Documents or written in this Agreement.

Article 2 – Goods

The Contractor agrees to furnish the following Item(s) (the "Goods"), as included in the Bidder's Proposal and selected by the Borough, and to faithfully perform and complete all work connected therewith in full conformity with said Contract Documents, including the Specifications and Bidder's Proposal, and to demonstrate and make good any guarantees and warranties therein required and contained, for all of which things faithfully and fully performed and completed, the Borough agrees to pay the Contractor and the Contractor agrees to accept from the Borough in full settlement therefor, the total sum or contract price of lawful money of the United States of America, at the time, in the manner, and under the conditions named in said Specifications, for the Item(s) indicated below and further included in Exhibit 1: Chemical Bid Tabulation Sheet, attached hereto and incorporated herein.

Item(s) No. _____

Article 3 – Point of Destination

The place where each Good is to be delivered shall be known as the Point of Destination for that Good, as further designated in the Instructions to Bidders and Specifications.

Article 4 - Contract Times

All times set forth for the completion and delivery, and any applicable installation and /or testing, is the essence of the Agreement. The term of this Agreement shall begin on July 1, 2020 terminate at midnight on June 30, 2021 unless terminated or extended at the Borough’s sole and absolute option as provided for herein. The Goods shall be delivered to the applicable Point of Destination and ready for the Borough’s receipt of delivery on or prior to the delivery time as indicated in the Contract Documents for each Good, contingent upon placement of order by the Borough.

Article 5 – Contract Price

The Borough shall pay the Contractor for furnishing the Goods in accordance with the General Terms and Conditions, as provided in the Contract Documents as follows:

The prices as stated in Contractor’s Bid for Item(s) No. _____,
as included herein in Article 2 and further described in Exhibit 1: Chemical Bid Tabulation Sheet.

Article 6 – Payment Procedures

The Contractor shall submit invoices in accordance with the General Terms and Conditions, as provided in Contract Documents.

Article 7 – Contractor’s Representations

In order to induce the Borough into this Agreement, the Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract Documents and any and all other related data as identified in the Bidding Documents, including any technical data;
- B. If specified, or if, in Contractor’s judgment, any local condition may affect cost, progress or the furnishing of Goods, Contractor has visited the applicable Point(s) of Destination to become familiar with the local conditions and is satisfied as to the local conditions that may affect cost, progress, or the furnishing of the Goods;
- C. Contractor is familiar with and satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, or the furnishing of Goods;
- D. Contractor has carefully studied and correlate the information known to Contractor, and information and observations obtained from Contractor’s visits, if any, to the Point of Destination, with the Contract Documents;
- E. Contractor promptly gave the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Contract Documents and the Bidding Documents and confirmed that the written resolution thereof by the Borough is acceptable to Contractor; and
- F. Contractor determined that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods.

Article 8 - Applicable Law / Venue / Jurisdiction

This Agreement shall be construed according to, be subject to, and be governed by the laws of the Commonwealth of Pennsylvania. The Court of Common Pleas in and for Franklin County, Pennsylvania shall have exclusive jurisdiction and venue for any legal and/or equitable action arising out of or relating to, directly or indirectly, this Agreement.

Article 9 - Entire Agreement / Amendments

This Agreement contains the entire Agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. This Agreement cannot be modified, except by a written document signed by the parties hereto. Town Council’s approval at a public meeting shall be required to amend this Agreement unless otherwise delegated to its designees.

Article 10 - Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

Article 11 - Counterparts

This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

Article 12 - Remedies

No remedy herein conferred upon any party is exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or provided by law, equity, statute, or unless otherwise stated herein. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other exercise or further exercise thereof. Notwithstanding the foregoing, Contractor waives any and all claims to consequential, incidental, compensatory or punitive damages that may arise out of and/or resulting from this Agreement, including but not limited to loss of anticipated profits or revenue or other economic loss in the event this Agreement is terminated. Further, Contractor agrees that Contractor's sole remedy for any claim arising out of or relating to this Agreement shall be payment for services rendered prior to any termination of the Agreement, provided however that the Borough may offset any amount owed to the Contractor for services rendered by Contractor prior to termination of the Agreement for any damages, and/or costs suffered and/or incurred by the Borough as a result of any breach or failure by Contractor.

Article 13 - Assignment

No assignment by a party hereto of any rights under or interests in this Agreement or the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement or the Contract Documents.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date first above written.

(If Contractor is an Individual)

_____ Signature of Witness	_____ Signature of Individual
	Trading and doing business as:
	_____ Name of Business
	_____ Address of Business

(If Contractor is a Partnership - All General Partners Must Sign)

	_____ Name of Partnership
	_____ Address of Partnership
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner
_____ Signature of Witness	_____ Signature of Partner

(If Contractor is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

Attest:

BOROUGH OF CHAMBERSBURG

100 South 2nd Street
Chambersburg, PA 17201

Jamia L. Wright

Alice C. Elia

Borough Secretary

President of Town Council

END OF AGREEMENT

**Receipt of Confirmation
Of
Bidding and Contract Documents**

For

**LIQUID CHLORINE, SODIUM HYDROXIDE, FLUOROSILICIC ACID,
POLYALUMINUM CHLORIDE-POLYMER, LIQUID ALUM, SODIUM BICARBONATE AND
SODIUM HYPOCHLORITE
(CHEMICAL BIDS)**

All prospective bidders who obtained the Bidding Documents electronically must email or fax this "Receipt of Confirmation" form no later than 10:00 AM on June 17, 2020 EST to:

Jamia L. Wright, Borough Secretary, at (717) 261-3240 or jwright@chambersburgpa.gov.

The undersigned confirms receipt of all **32** pages of the bidding and contract documents dated May 14, 2020 for the project referenced above as posted electronically at www.borough.chambersburg.pa.us.

Name of Company _____

Name of Recipient _____

Signature of Recipient _____

Title of Recipient _____

Phone No: _____

Fax No: _____

E-mail: _____

Date: _____