



CITY OF READING
Department of Public Works
Utilities Division
Wastewater Treatment Plant

Specifications for Sodium Hydroxide Bulk

CONTRACT

This will be a two (2) year contract. This contract period will be for the City of Reading.

PERIOD:

The City of Reading shall have the option, at their sole discretion, of a one (1) year extension at the bid price on the same terms as set forth in the contract.

EXTENSION OF CONTRACT:

The City of Reading shall have the option, at the City's discretion, of a one (1) year extension at the bid price on the same terms as set forth in the contract. The City of Reading shall have the right to continue to purchase sodium hydroxide (NAOH) from the successful bidder(s) for an additional three (3) months following the termination of the contract on the same terms as set forth in the contract.

QUANTITY:

The quantity of material covered by these specifications shall be the requirements for the City of Reading Wastewater Treatment Plant for a calendar year and will amount to approximately:

1. The quantity of material covered by these specifications shall be the requirements for the City of Reading Wastewater Treatment Plant per calendar year and will amount to **approximately 23,000 gallons**. Capacity of bulk tank being 6500 gallons in bulk of 25% NaOH diaphragm grade. Shipment based on the City of Reading's needs per each delivery.

It is understood that the quantities listed are estimates and shall not be construed in any way as a commitment on the part of the City of Reading to purchase like amounts during the contract period.

QUALITY:

25% Solution	
Alkalinity as NaOH	24.0% min
Sodium Carbonate as Na ₂ CO ₃	0.4% max
Sodium Chloride as NaCl	1.1% max
Iron as Fe	40 ppm max

A certificate of compliance shall be supplied with each load.

DELIVERY:

The material shall be supplied in its liquid form and delivered (put in place) to the specified load point at:

- Reading Wastewater Treatment Plant, located on Fritz Island, approximately two miles south of the City of Reading, at 899 Morgantown

Road, Reading, PA 19607. Material shall arrive at the specified site between the hours of 8:00 AM and 2:00 PM. Delivery of totes shall be to the receiving platform or as directed. The stated material shall be delivered within five (5) calendar days of receipt of order and shall be delivered Monday through Friday except holidays.

UNLOADING:

Supplier's personnel will be responsible to unload the bulk product from the supplier's transportation equipment at the specified delivery points. . Supplier will provide personal protection equipment and other safety equipment to their drivers for the purpose of the unloading of the product. It is the supplier's responsibility to inform the City of Reading personnel of unsafe conditions at the delivery point or of the need for additional safety equipment at the delivery point. It is mandatory the supplier visit the sites prior to the first delivery to review the delivery points and to raise any questions or concerns at that time. It is the supplier's responsibility to ensure all hoses and their equipment is in good shape and equipped with safety features designed to prevent leaks or accidents. . The driver will inform the City of Reading's personnel of any spills which occur inside or outside the containment area and the supplier is responsible for the cost and clean up associated with said spills. Air pressure must be monitored throughout the unloading period to ensure against excessive pressure build up with-in the tank. Delivery point connections and disconnections will be made so as to ensure against accidental leaks. City of Reading personnel must be informed at the arrival of a delivery and before any unloading of product occurs. The driver must remain at the delivery point for the duration of the delivery. A MSDS or SDS sheet for the product must accompany each delivery and the driver must secure a signature from City of Reading personnel after each delivery.

BILLING:

The product is to be billed on a price per gallon basis.

GENERAL DATA:

All bidders must submit prices, state terms and services proposed and the point of origin from which shipments will be made. Prices are to be quoted FOB – Destination. Under no circumstances will the City pay extra charges for pallets or totes and/or delivery and/or return of empty containers above and beyond the contract price.

SAFETY TRAINING:

The successful bidder shall conduct two (2) safety training sessions per year at the convenience of the City of Reading Wastewater Treatment

Plant at no additional charge. Training shall include chemical and physical properties of the chemical (including toxicity, mobility, ability of chemical to sustain combustion, consequences of confining liquid gas without a thermal expansion device, the effects of fire and elevated temperature on the pressure of liquefied gases, and effect of moisture on the corrosion potential of the chemical), safe handling and use of the material, and emergency response procedures including the use of a cylinder repair kit. The training session shall be Pennsylvania Department of Environmental Protection (PA DEP) approved in accordance with PA DEP's *Training Provider Manual for the Pennsylvania Water and Wastewater System Operator Training Program*.

**SALES TAX
EXEMPTION:**

The City of Reading, Pennsylvania is tax exempt. The bidders shall not require the City of Reading to supply any data to the Commonwealth or any other agency in connection with the Pennsylvania Tax Exemption.

**REJECTION/
BID DEFECTS:**

The City of Reading reserves the right to reject any or all bids and to waive any defects in any bids which the City, in its sole discretion, does not consider to be material defects.

**AWARD OF
CONTRACT:**

This contract may be awarded in whole or in part so as to best meet the requirements of the City of Reading.

EXCEPTIONS:

Any exceptions taken to these specifications must be clearly stated on a separate piece of 8-1/2X11 paper and submitted with your bid.

**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the “City”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Name of Provider

By: _____
Authorized Signatory

Title: _____
President or Vice President

Attest: _____

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antirigging 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 is authorized to legally bind the bidder.
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 noncompetitive bid, and any 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 OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____
(Owner, Partner, Officer, Representative or Agent)

of _____, the Bidder that has submitted the attached Bid or Bids;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that _____ understands
(Name of Firm)

and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires:

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.

BIDDER

TITLE