SPECIFICATIONS

WASTEWATER TREATMENT PLANT POLYMER

UTILITIES DIVISION
DEPARTMENT OF PUBLIC WORKS

CITY OF READING, PENNSYLVANIA
NOTICE OF INVITATION

I.1 NOTICE of INVITATION

The City of Reading (the City) is inviting each qualified bidder (BIDDER) of cationic dry polyacrylamide polymer (DPAM), to be used for conditioning domestic wastewater sludge for gravity belt thickening and belt filter press dewatering, to make its Sealed Bid Proposal for the Goods and Services, specified in Sections B.1 through 3 and T.1 through 22 of this document. Each BIDDER and single recommended DPAM to be bid will have been pre-approved or determined previously in accordance with the BIDDER Qualifications, Sections B.1 through B.3, and the Product Specifications, Sections T.2 and T.3.

I.2 FORM of BIDDER QUALIFICATIONS

BIDDERS shall complete the **Bidder Qualifications Documents** in Sections B.1 through B.3 and T.2 through T.3 of this bid specification as well as all other requested Bidder Qualification information in ink or type. The completed set of documents shall be returned in its entirety in a sealed envelope to City of Reading. The sealed envelope shall be clearly marked on the outside “**Bidder Qualification Documents: April 24, 2017; WASTEWATER TREATMENT PLANT Polymer.**” Bidder Qualifications shall be returned to:

City of Reading  
Purchasing Division, Rm 2-45  
815 Washington Street  
Reading, PA 19601-3690  
Attn: Tammi Reinhart  
Purchasing Coordinator

I.3 BIDDER QUALIFICATION CLOSING DATE

Bidder Qualifications will be received until **2:00 PM, April 24, 2017**, at which time Bidder Qualifications will be closed. Qualifications, amendments to Qualifications, or requests for withdrawal of Qualifications received after the closing time will not be considered. Bidder Qualifications shall remain in effect through the Bid Opening and until an award of a contract is completed.

I.4 BIDDER QUALIFICATION OPENING

Bidder Qualifications will remain sealed and secure until publicly opened and read at **2:00 PM, April 24, 2017 at City of Reading.**
Questions and Addendum:

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally.

Questions will be received in writing prior to 3:00 PM on April 27, 2017. Direct inquiries to: Juanita.Komoro@readingpa.gov or fax to (610) 655-6427. An Addendum to the Contract Documents and will be issued to all prospective firms by May 2, 2017.

Direct inquiries to:

Juanita Komoro, Purchasing Assistant
City Hall, Rm. 2-45
815 Washington Street
Reading, PA 19601
Email: Juanita.Komoro@readingpa.gov

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be issued to all prospective proposers no later than May 2, 2017.

Additionally, the City prohibits communications initiated by a Proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

I.5 FORM of PROPOSAL

BIDDERS shall complete the Proposal Form, included with this Bid package, as well as all other requested information in ink or type. The completed set of documents shall be returned in its entirety in a sealed envelope along with the appropriate Bid Bond or Certified Check to City of Reading. The sealed envelope shall be clearly marked on the outside “Sealed Bid: June 22, 2017; WASTEWATER TREATMENT PLANT Polymer.” Bids should be returned to:

City of Reading
Purchasing Division, Rm 2-45
815 Washington Street
Reading, PA 19601-3690
Attn: Tammi Reinhart
    Purchasing Coordinator
I.6 BID CLOSING DATE

Bids will be received until 2:00 PM, June 22, 2017, at which time bidding will be closed. Bids, amendments to bids, or requests for withdrawal of bids received after the closing time will not be considered. Bids shall remain in effect for a period of ninety (90) days from the closing date.

I.7 BID OPENING

Bids will remain sealed and secure until publicly opened and read at 2:00 PM, Thursday, June 22, 2017 at City of Reading.
BIDDER QUALIFICATIONS, REFERENCES and CERTIFICATION
B.1 BIDDER QUALIFICATIONS

The existing supplier with the presently used cationic dry polyacrylamide polymer (DPAM) is hereby a pre-approved, qualified bidder (BIDDER) providing they meet the minimum performance specifications.

Each qualified bidder (BIDDER) shall satisfy all of the following requirements:

a) BIDDER shall be the manufacturer of the specific product being offered or the manufacturer’s sole authorized representative for this Bid. Manufacture is defined as conducting the actual polymerization of monomers into the specific polymer being offered. The City of Reading (the City) will consider only one (1) BIDDER for each manufacturer of DPAM. Parent Corporation and affiliates and subsidiary companies are considered one entity. Other brokers, distributors, resellers, or agents who purchase polymer for blending, mixing, repackaging, or resale are not considered manufacturers.

b) Bench testing will be required prior to bidding in order to evaluate product performance unless the product is pre-approved. Each BIDDER will be allowed one (1), 8-hour day to perform the product evaluations. Bench testing will be conducted from Monday, April 3, 2017 through Wednesday, April 19, 2017. Only one polymer vendor will be permitted to perform bench testing at any given time. All scheduling for bench testing shall be at the convenience of the City of Reading, not the BIDDER. Bench testing shall be scheduled through Roger D. Hillibush, Operations Supervisor, at (610) 655-6258, or his designee for the City of Reading, so as not to interfere with biosolids operations.

c) BIDDER, unless pre-approved, shall have completed laboratory evaluations of prospective products and submitted the laboratory trial data, including discussion of results, conclusions and a single product recommendation in writing to the City of Reading as part of the Bidder Qualification packet. At that time, BIDDER shall also have submitted any special handling instructions and polymer make-down, feed and use suggestions for the recommended DPAM in order to achieve optimum dewatering performance.

d) BIDDER shall provide in the Bidder Qualification packet a minimum of three references of current municipal customers for cationic dry polymers for sludge thickening on gravity belt thickeners and dewatering on belt filter presses as shown in Section B.2, BIDDER References.

e) BIDDER shall be familiar with the sludge dewatering equipment and operation at the City of Reading’s Fritz Island Wastewater Treatment Plant (WWTP). Bidder shall familiarize herself or himself with the polymer storage capability at Fritz Island, as well as the existing polymer handling, make-down, and feeding system. BIDDER should also note that the City of Reading currently uses the same polymer on gravity belt thickeners and the belt filter presses. This thickening application may be optimized with an alternate polymer at some future date as sludge conditions may warrant.
f) BIDDER shall make her or his own determination of any and all conditions which may affect in any way the performance of her or his Goods and Services during the entire term of the intended contract. BIDDER shall be aware of and assess plant operations, which may have an effect on sludge characteristics during the term of the intended contract, and BIDDER shall take these conditions into account for her or his bid offering with respect to the Product Specifications and General Bid Specifications.

g) Bidder shall submit a letter with the Bidder Qualification packet that includes all the information required in the Technical Sections T.2 Product Specifications and T.3 Quality Control of this bid specification. Said letter shall be signed by an authorized representative of the BIDDER and authorized representative shall certify that the information is accurate and correct to the best of the BIDDER’s knowledge.

B.2 BIDDER REFERENCES (minimum of three)

BIDDER references shall be included in the Bidder Qualification packet.

Following is a listing of current municipal customers for cationic dry polyacrylamide polymers for sludge thickening on gravity belt thickeners and dewatering on belt filter presses, each processing a minimum of 1,000 dry tons per year of solids.

1. Municipality/Agency Name:
   Contact Name and Title:
   Contact Phone Number:
   Sludge Volume (DT/yr):

2. Municipality/Agency Name:
   Contact Name and Title:
   Contact Phone Number:
   Sludge Volume (DT/yr):

3. Municipality/Agency Name:
   Contact Name and Title:
   Contact Phone Number:
   Sludge Volume (DT/yr):
B.3 BIDDER CERTIFICATION

BIDDER Certification shall be included in the Bidder Qualification packet.

I, ________________________________, certify that ________________________________ currently supplies cationic dry polymer to the municipalities identified above, and that I have read and understand the BIDDER Qualifications listed on the previous page. I further certify that ________________________________ meets all of the BIDDER Qualifications and will meet all of the Product Specifications, Quality Control Specifications and General Bid Specifications throughout the term of the intended contract.

Primary Manufacturer:

BIDDER Name:

Authorized Representative:

Signature:

Title:

Date:
T.1 GOODS AND SERVICES

The City of Reading (the City) will entertain a Bid from each qualified bidder (BIDDER) for the manufacture, supply and delivery of the cationic dry polyacrylamide polymer (DPAM), which has been pre-approved or previously lab-tested and recommended by the BIDDER and which meets the Product Specifications identified in PRODUCT SPECIFICATIONS, QUALITY CONTROL, and PRODUCT PERFORMANCE. Also, to be included in the Goods and Services, are the technical support and training services (TECHNICAL SERVICE and TRAINING section) related to the product’s use to condition anaerobically-stabilized solids from municipal wastewater treatment prior to dewatering with gravity belt thickeners and belt filter presses.

T.2 PRODUCT SPECIFICATIONS

The City of Reading (City) utilizes cationic dry polyacrylamide polymer (DPAM) for sludge dewatering on gravity belt thickeners and belt filter presses. The single cationic dry polyacrylamide polymer (DPAM) which has been pre-approved or previously lab-tested and recommended by the Bidder and which meets the following specification will be considered for this Bid:

- **Active Polymer Content**: 85% minimum
- **Shelf Life**: Six (6) months minimum

There shall be no dusting resulting from the handling, make-down, and use of the product. Product shall be readily activated for effective use in the existing polymer make-down and handling equipment at Fritz Island WWTP. Product shall have a low toxicity with respect to contact with skin and eyes and to accidental ingestion or inhalation. There shall be no objectionable odor incidental to the storage and handling of the product or with its incorporation into the sludge and the downstream sludge processing.

The product shall be compatible with the storage facilities and polymer mixing and delivery system and shall not contribute in any manner whatsoever toward the City’s biosolids being regarded as unsuitable for beneficial reuse.

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1 Active polymer content is defined as the percentage of the neat product which is actually active polymer. Surfactants, salts, inerts, and other ingredients which may contribute to total solids, but which are not active polymer, are not to be included as part of the active polymer content.
T.3 QUALITY CONTROL

Each BIDDER shall provide the following information for the specific DPAM product being recommended and bid. This specification shall be consistent with the material that has been pre-approved or used for the full-scale evaluation as well as the material to be supplied throughout the term of the supply agreement.

BIDDER’s Quality Control Specifications

| Product Identification: |  
| Total Solids (%): | Min.  
| Active Polymer Content\(^1\) (%): | Min.  
| Moisture Content (%): | Max.  
| Insolubles (%): | Max.  
| Charge Density (mole %): | Min.  
| Residual acrylamide (%): | Max.  
| Bulk Density (lbs/cu ft): |  
| Standard Viscosity (cps): | Min.  
| Solution Strength\(^2\) (%): |  

Each BIDDER shall enclose with this document in the Bidder Qualification packet the methods of analysis used for determining Active Polymer Content, Cationic Charge Density, and Standard Viscosity shown above. BIDDER shall provide City of Reading with a copy of the appropriate Material Safety Data Sheet along with this Bid.

\(^1\) Active polymer content is defined as the percentage of the neat product which is actually active polymer. Surfactants, salts, inerts, and other ingredients which may contribute to total solids, but which are not active polymer, are not to be included as part of the active polymer content.

\(^2\) BIDDER shall specify the concentration of neat product used for determining the standard viscosity.

T.4 PRODUCT PERFORMANCE

One product from each qualified bidder (BIDDER), who has submitted all related documents, unless pre-approved, will be evaluated under full-scale conditions by City of Reading at a future time to be determined by the City. Each qualified BIDDER will be required to provide the City with two (2) 50-pound bags of the recommended product at no cost for full-scale evaluation by the City. Selected product samples shall be shipped directly to City of Reading WWTP, Attention: Wastewater Superintendent, Route 10/899 Morgantown Road, Reading, PA 19607 and shall be received by 2:00 PM, May 4, 2017. Failure to submit sample product for the full-scale evaluation in accordance to this section will disqualify the BIDDER from further consideration.
The City will make every effort to maintain consistent sludge solids and characteristics and to evaluate each product under comparable, standardized conditions. The City will also attempt to optimize the dose and dewatering performance of each product. However, the City will not be responsible for varying sludge conditions nor operational limitations and inconsistencies.

Each polymer product to be evaluated will be used at a concentration which is suitable for the polymer make-down and feed system. During the full-scale evaluations, The City will be evaluating product performance based on the Required Minimum and Operating Target for the following thickening and dewatering performance parameters:

### Gravity Belt Thickening
- **Thickened Solids:** 3.0%  
  Operating Target: 6.0%
- **Solids Capture:** 92.0%  
  Operating Target: 99.0%
- **Solids Loading:** 660 lbs/hr; throughput of 250-710 gpm at feed solids concentration of approximately 1.0%.

### Belt Filter Press Dewatering
- **Cake Solids:** 19.0%  
  Operating Target: 22.0%
- **Solids Capture:** 92.0%  
  Operating Target: 99.0%
- **Solids Loading:** 750 lbs/hr; throughput of 60-90+ gpm at feed solids concentration of approximately 2.5%.

### T.5 LOCATION
Goods and Services will be provided F.O.B. Destination to City of Reading Wastewater Treatment Plant, located at Fritz Island, on Route 10/899 Morgantown Road, Reading, PA, 19607, approximately two miles south of the Route 222 and Route 10 intersection.

### T.6 TERM of INTENDED AGREEMENT
It is the intent of the City of Reading to enter into a requirements-type agreement with the lowest responsive and responsible BIDDER for a period of one (1) year from the date of execution. The price shall remain firm for the initial one-year term. It shall be the sole option of the City to extend this agreement for up to two (2) separate and consecutive one-year periods, at the bid price on the same terms as set forth in the contract, by giving such notice to the contracted BIDDER not less than thirty (30) days prior to the anniversary date of such contract.
T.7 PRICE

The unit price bid shall include all charges for Goods and Services, F.O.B. Destination to City of Reading, Fritz Island Wastewater Treatment Plant, Reading, PA. The City of Reading will not be responsible for any fuel surcharge, demurrage, handling, pallet or container charges. Pallets, containers, and packaging shall be accepted for return by the contracted BIDDER. The City of Reading, Pennsylvania is TAX EXEMPT, product purchased by Reading is free of Federal and State sales tax.

T.8 ESTIMATED QUANTITIES

The estimated annual polymer demand is based on that which is required to process an estimated 3,000 dry tons of wastewater treatment solids annually and is determined from the best information available at the time of this bid. The requirements for calendar year 2017 are estimated to be approximately 20,000 pounds of polymer for thickening and 40,000 pounds of polymer for dewatering. However, no minimum amount of polymer purchase is guaranteed by the City. The City reserves the right to purchase more or less than the estimated quantity without affecting the unit price. The City shall pay for the actual quantity of product ordered and received at the unit price stipulated in this Bid.

T.9 RECEIVING and TIME of DELIVERY

Product ordered shall be delivered within five (5) days of receipt of order. Deliveries shall be made between the hours of 8:00 AM and 2:00 PM on weekdays, Monday through Friday, except City of Reading holidays. Notification may be by fax, telephone, or mail. Should there be any delay in obtaining material from BIDDER, for any reason, the City of Reading reserves the right to secure alternative product from any source without waving or voiding any terms or conditions of this Bid.

BIDDERS should understand that it may be difficult to time shipments to avoid delays in unloading. The City will make every effort to coordinate orders and deliveries so as to minimize unloading delays. Nonetheless, all related costs shall be included in the unit price of the product. The successful BIDDER shall arrange appropriately for transportation equipment. The City will not be responsible nor pay for demurrage costs.

All BIDDERS must submit prices, terms, and services proposed and the point of origin from which shipments will be made. Material shall be delivered on returnable pallets and shall have the cost of the pallets included in the contract price.

T.10 OWNER’S OPERATION

The City of Reading Wastewater Treatment facility operates up to four (4) belt filter presses and up to two (2) gravity belt thickeners simultaneously. The Owner’s solids handling operation typically operates Monday through Friday, 16 (to 24) hours per day, and 8 hours per day on weekends. This schedule is subject to change due to operational concerns and sludge characteristics.
The City of Reading employs four USFilter-Stranco DP800 PolyBlend dry polymer preparation units. Each unit automatically mixes dry polymer with water to create a homogeneous solution ready to be fed to the point of use. Dry polymer is ordered in “super-sacks” of approximately 1,400 pounds which feed into a storage hopper. Dry polymer is fed from the storage hopper to a disperser bowl where it comes in contact with water. The solution is then delivered to a low energy mix tank. Solution is automatically transferred to a hold tank when needed.

T.11 TECHNICAL SERVICE and TRAINING

BIDDER agrees to provide a qualified service representative to visit the City of Reading Fritz Island Wastewater Treatment Plant dewatering operations upon the request of the City of Reading representative in minimum ½ day increments and for a maximum of four (4) full days per twelve (12) month period throughout the term of the intended contract. The representative shall evaluate the use of polymer and the dewatering operations and shall make a written report including recommendations for improving the use of polymer and the overall dewatering operations. In addition, BIDDER agrees to provide the services of a qualified representative, upon the request of the City of Reading representative, for the training of operations personnel in the safe handling and use of BIDDER’s product for optimum dewatering performance. This training shall include both classroom training and field instruction. Each training session shall consist of two days of 8-hours per day training, limited to a maximum of two (2) training sessions per year. No separate payment shall be made to BIDDER for any training or technical services. All costs for such services shall be included in the bid price.

T.12 PRODUCT PERFORMANCE

The City expects to experience ongoing dewatering performance and product dosage comparable to that achieved during the full-scale evaluation or baseline performance. In the event that the dewatering performance declines and/or product dosage increases, to a level that is unacceptable to the City of Reading, for any reason, the successful BIDDER shall make every effort to improve such performance within 48 hours of notification. Any product substitution, suggested by the incumbent supplier, shall perform equal to and/or better than the initial full-scale evaluation or baseline performance. Additionally, any product substitution shall be formally pre-approved by the City of Reading and supplied at the unit price in effect at the time of contract issuance. If the BIDDER fails to return the dewatering operation to a dose and performance level comparable to that of the baseline performance within ten (10) calendar days from the first date of notification, the City of Reading may, at its sole discretion, cancel the agreement and/or secure alternative product(s) from another source(s). Recurring problems relating to deficient dewatering performance or excessive polymer dose, as determined by the City of Reading, are grounds for the cancellation of the supply agreement, at the sole discretion of the City of Reading.

T.13 INTERRUPTION OF SERVICES

During the term of the intended contract, or any extension thereof, in the event that any situation shall arise which may cause the BIDDER to suspend or interrupt delivery of
polymer, the BIDDER shall be responsible for making all arrangements for alternate means of supply and delivery of the polymer in sufficient quantity to ensure continued operations at the City of Reading Fritz Island Wastewater Treatment Plant. All costs incurred by the BIDDER for arranging alternate means of supply and delivery shall be the sole responsibility of the BIDDER with no additional cost to the City of Reading.

T.14 CANCELLATION of CONTRACT

Should the quality of product, service, or dewatering performance deteriorate, or should the BIDDER fail to make delivery of product in a timely fashion, the City of Reading reserves the right to cancel any agreement entered into as a result of this Bid. Should the DPAM prove unsatisfactory for the purpose intended or should the dewatering performance fail to comply with the baseline performance, the City of Reading reserves the right to cancel such agreement if the DPAM is deemed incompatible with sludge processing operations or ultimate end-use applications. Cancellation of such agreement will be effected by notification to the BIDDER to suspend any further deliveries of product. The City of Reading will be obligated to pay only for the quantities of DPAM ordered and accepted as meeting all Product and Quality Control Specifications, Sections T2, T.3, and T.4.

T.15 PERFORMANCE BOND

The successful BIDDER shall provide a Performance Bond in the amount of the estimated annual purchase value as determined from the product dose achieved in the full-scale evaluation and the price bid, and based on an estimated 3,000 dry tons of solids to be processed annually. The Performance Bond shall guarantee the BIDDER’s faithful performance of all of the duties and obligations imposed by and under the terms and conditions of this Bid.

T.16 PROCUREMENT of ALTERNATE PRODUCT

If the DPAM is rejected for failure to meet the Product Specifications and/or Quality Control Specifications, or should the BIDDER fail to give adequate service to keep the City of Reading properly supplied, the City of Reading reserves the right to purchase alternate product from another supplier.

T.17 FUTURE TESTING

The City of Reading reserves the right to test products manufactured by others during the term of the intended contract. The City of Reading shall have the right to purchase products from others as part of its continuous improvement effort and in order to evaluate dewatering performance with respect to the existing or future procurement plans. Such testing of products manufactured by others shall not invalidate the terms and conditions set forth in this Bid. The City of Reading may, at its option, conduct separate trials and award a separate contract for thickening operations.
T.18 CERTIFICATION of COMPLIANCE

BIDDER certifies that all product supplied will meet the Product Specifications and Quality Control Specifications as indicated in Sections T2, T.3, and T.4, and that all product supplied is consistent in every respect to the material which was evaluated and approved for use by the City of Reading.

This Bid must be properly signed by an authorized representative of the BIDDER and the Bid shall be verified by the certification, Section B.3, of the authorized representative who signed the Bid that the several matters stated and information furnished, therein, are in all aspects true.

T.19 BIDDER QUALIFICATION PACKETS AND BID PROPOSALS

BIDDERS shall complete the Bidder Qualification Packet and Proposal Form as well as all other requested information in ink or type. The completed sets of documents shall be returned in their entirety in a sealed envelope. The Proposal Form shall include the appropriate Bid Bond or Certified Check to the City of Reading.

A Bidder Qualification Packet or Bid Proposal which is incomplete, obscure, conditional, unbalanced, or which contains additions not called for or irregularities of any kind may be rejected at the discretion of the City of Reading. A proposal which is not accompanied by the required bid security shall be rejected. Bids shall remain in effect for a period of ninety (90) days from the closing date. Unless a Bidder Qualification Packet or Bid is formally withdrawn prior to the Bidder Qualification or Bid Closing Date, it shall be deemed open for acceptance until an agreement has been executed or until the City of Reading indicates that it does not intend to accept the Bid. Notice of acceptance of any bid shall not constitute rejection of any other bid.

T.20 FALSE STATEMENT

A false statement willfully or fraudulently made in connection with the Bidder Qualification Packet and/or the Bid, or any of the related forms and information, may result in the disqualification of BIDDER or the termination of any agreement between the City of Reading and BIDDER. As a result, the BIDDER may be barred from participating in future City of Reading bids.

T.21 AWARDING OF CONTRACT

The City of Reading will determine the lowest responsive and responsible BIDDER, which is in the best interest of the City of Reading. Only qualified bidders (BIDDERS) will be considered for award. The City of Reading may reject any and all Bids or any item or items bid. Cost of polymer, cost to treat filtrate, cost to haul and dispose of biosolids, and effectiveness of polymer for thickening and dewatering shall be considered in evaluating bids. Award of the contract shall be based upon lowest total cost for efficient and effective thickening and dewatering treatment of solids along with the hauling and disposal of biosolids.
T.22 SITE INSPECTION

Appointments to inspect the site may be made by calling Roger D. Hillibush, Operations Supervisor at 610-655-6258. Site visits will be allowed between the hours of 8:00 AM and 2:00 PM, Monday through Friday, excluding City of Reading holidays.
CITY OF READING

Cationic Dry Polyacrylamide Polymer (DPAM)
Bid Closing: 2:00 PM, Thursday, June 22, 2017.

PROPOSAL FORM

The undersigned, an authorized representative of
______________________________ , herewith, agrees to furnish
the City of Reading (the City) with the Goods and Services described, herein, in
accordance with the terms and conditions as set forth in this Bid document.

Bid security, in the amount of ten percent (10%) of the bid price shall accompany each
proposal. This bid security may be a Certified or Cashier’s Check, or a bid bond
furnished by a surety company, satisfactory to the City of Reading. The successful
bidder, upon award of contract, shall furnish at the time of execution of the same, a
Payment Bond, and a performance Bond by a surety company acceptable to the City of
Reading, in an amount equal to ONE HUNDRED PERSENT (100%) of the contract, to
guarantee satisfactory performance. All bonds are subject to approval by the City of
Reading Solicitor.

In case the contract is awarded to a BIDDER who fails to enter the contract or to deliver
all the required bonds and affidavits, the cash or check deposited shall become absolute
property of the City; or if a bond has been deposited, it shall become payable
immediately. Cash, checks or bonds deposited will be returned to unsuccessful bidders
as soon as the contract is awarded, or all bids rejected.

BIDDER shall bid only one product. The product bid shall be the same as that previously
lab-tested and recommended to the City of Reading by the BIDDER:

Product Identification:

Unit Price ($/pound):

Payment Terms:

Product Manufacturer:

BIDDER Name & Address:

Authorized Representative:

Signature:

Title:

Date:
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 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 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___

_______________________________  My Commission Expires:
Notary Public
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 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