

CONTRACT DOCUMENTS
FOR
WATER & SEWER PLANT CHEMICALS

Contract No. BOC 4-19

Owner: Borough of Carlisle
53 West South Street
Carlisle, PA 17013

Owner's Representative: Jeffrey Shearer
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or

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NOTICE

The Borough Council of the Borough of Carlisle, Cumberland County, Pennsylvania, 53 West South Street, Carlisle, PA 17013, will accept sealed proposals until 1:30 p.m., prevailing time, June 3, 2019 for the following:

WATER & SEWER PLANT CHEMICALS

All bid proposals shall be properly executed in ink without alterations and shall be complete. All bid proposals **MUST** be accompanied by a certified check or bid bond in the amount of ten percent 10% of the bid. Specifications and bid forms may be obtained at no cost from the offices of the Borough of Carlisle at the address above from 8:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. The successful bidder will be required to post a performance bond in the amount of ten percent (10%) of the bid price.

Bid Proposals will be opened at 1:30 pm. on June 3, 2019 at the offices of the Borough of Carlisle, at 53 West South Street, Carlisle, PA. 17013. Unless all bids are rejected, the lowest responsible bidder may be selected at a public meeting of the Borough Council to be held June 13, 2019 at 7:00 p.m. at the offices of the Borough of Carlisle noted above.

Borough Council reserves the right to reject any or all bids or parts thereof and to waive any defects or irregularities in the best interest of the Borough.

To obtain a copy of the bid package, email your request, along with your company name and mailing address to plebo@carlislepa.org.

Borough of Carlisle
Matthew Candland, Borough Manager

BOROUGH OF CARLISLE
BID DOCUMENTS
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SECTION 1
INFORMATION AND INSTRUCTIONS TO BIDDERS
BOC 4-19
WATER & SEWER PLANT CHEMICALS

1. All proposals must furnish services, products and/or materials in strict compliance with those dimensions, quantities and other requirements as noted in the Specifications attached hereto. Under no circumstances will any services, products or materials be accepted that are different from or in substitution of or for those items and components described in the Specifications.

2. All bids shall be made upon the forms supplied by the Borough of Carlisle (the "Borough") and mailed via U.S. Postal Service or recognized national courier service to Borough of Carlisle, 53 West South Street, Carlisle, PA 17013 or by hand delivered to the Office of the Borough Manager at the above address only between the hours of 8:00 a.m. and 4:00 p.m. weekdays. Sealed bids shall be received in the Office of the Borough Manager up to 1:30 p.m., prevailing time, June 3, 2019. The bid must be properly sealed in an envelope and clearly marked with "Bid: 2019-20 WATER & SEWER PLANT CHEMICALS" on the envelope. **The bid must include the complete set of Contract Documents with the completed, notarized non-collusion affidavit, completed Employer Verification Form (if applicable), bid security and Bid Proposal completed and containing original signatures.**

3. All bids shall give the proposed price both in words and figures and shall be signed by the Bidder with full name and address. Where bidder is a partnership, the name and address of each partner shall be stated in full and, if a corporation, the state where incorporated.

4. The Borough Council of the Borough of Carlisle reserves the right to reject any and all bids, to accept or reject any part of a bid, to waive any informalities and minor irregularities in the bids and to annul any contract if, in its opinion, there shall be a failure at any time to perform faithfully any of its terms.

5. Bids which contain erasures, alterations, conditional bids, omissions or irregularities may be rejected.

6. The successful bidder agrees, if selected, to furnish a performance bond, evidence of required insurance and furnish the executed Agreement within 10 days of notice of intention of award by the Borough of Carlisle.

7. The successful bidder shall not assign its rights under the bid awarded, in whole or in part, without the prior written approval of Borough Council, which permission can be withheld in Council's sole discretion.

8. All bids shall be accompanied by a bid bond in the same form attached hereto or certified check made payable to the Borough of Carlisle in the amount of ten percent (10%) of the bid. In the event any bidder shall, within 10 days' notice from the Borough of its intention to award the contract, fail to provide a certified check for performance security or a completed performance bond in the same form provided in these Contract Documents, evidence of required insurance and

the executed Agreement, the bid security provided by that bidder by certified check or bid bond shall be forfeited to the Borough as liquidated damages.

9. In accordance with the Pennsylvania Anti-bid Rigging Act that became law on October 23, 1983, the Borough requires each bidder to complete and return the Non-Collusion Affidavit. The Affidavit is to be completed as follows:

A. 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.

B. 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/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.

C. 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.

D. 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 other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

10. All material(s) or products, shall be delivered at the successful bidder's expense, free of any liens, encumbrances and security interests.

11. Invoices issued by the successful bidder shall, after confirmation that the delivery of product or material is acceptable to the Borough, be processed for payment in accordance with the procedures used for payment of all other Borough invoices.

12. The successful bidder is responsible for being familiar with and to know the location, means of access and all other features and conditions necessary for the successful bidder to make timely delivery of any material(s) or products. All costs and expenses of delivery of every kind, type or nature shall be the responsibility of the successful bidder. The successful bidder, its agents or representative shall be responsible for securing and properly delivering all items and components in accordance with all federal, state and local laws, regulations, codes and ordinances.

13. Any bids received after the deadline by which they are to be received are late bids. Such late bids will not be considered, but will be held unopened until the time of award and then

returned to the bidder. No responsibility will attach to the Borough of Carlisle for the premature opening of, or the failure to open, a bid not properly addressed and identified. Bids may be withdrawn by written request received from the bidder prior to the time fixed for opening.

14. The successful bidder warrants and guarantees to the Borough that all materials and items supplied will be new, of good quality and free from faults or defects. All defective items as ascertained by the Borough shall be replaced to the satisfaction of the Borough prior to payment to the successful bidder.

15. If any chemical product supplied by a successful bidder does not meet the specifications described in the Contract Documents, notice shall be given to the successful bidder within thirty (30) days after receipt of the chemical. In this event, the successful bidder shall within thirty (30) days of notice remove the product from the premises and replace it with a like amount of satisfactory chemical. Failure to do so shall result in a claim against the performance security provided and/or forfeiture of the contract to next higher bidder of the chemical specified.

16. The Notice, Information and Instruction to Bidders, Non-Collusion Affidavit, Bid Proposal, Performance Bond, Bid Bond or certified check deposit, the Agreement, Special Provisions and Specifications shall constitute the "Contract Documents", the terms of which shall constitute a binding contract with the successful bidder.

17. Conflict of Interest Notice and Responsibilities. A conflict of interest may take various forms but exists if a significant financial interest or other opportunities for tangible personal benefit may exert a substantial improper influence upon an employee, contractor or professional. A conflict of interest may exist when there is a divergence between private interests of an employee, contractor or professional and his, her or its obligation to the Borough such that: (i) a reasonable and independent observer might rationally question whether the employee's professional responsibility might be influenced by considerations of gain or financial interest for either the employee, contractor or professional or their family or for other parties; or (ii) a reasonable and independent observer might rationally conclude that the conflict of interest undermines the integrity of any business of the Borough. A conflict of interest encompasses not only situations that are in fact improper, but also situations where a reasonable and independent observer might rationally observe the appearance of impropriety. This includes any potential conflicts of interest that are yet unrealized or that may be perceived by others to be conflicts of interest. For purposes of this notice, the family of any employee, contractor or professional shall include his or her spouse or companion, his or her siblings and their spouses or companions and his or her descendants and their spouses or companions. **All bidders must provide with the bid a listing of current or potential conflicts of interest with respect to providing goods and/or services to the Borough of Carlisle as contemplated by this project.** In the absence of such a listing with the bid, it is presumed that no current or potential conflicts exist. The successful bidder shall provide notice to the Borough of any actual or potential conflicts of interest that exist or arise in the course of providing goods and/or services to the Borough of Carlisle.

18. The Borough reserves the right to revise or amend specifications prior to the date scheduled for bid opening. In the event plans and/or specifications are revised or amended, such revisions or amendments will be provided by use of an addendum which will be provided to all prospective bidders.

19. The successful bidder shall supervise and direct the work efficiently and with its best skill and attention. The bidder shall be solely responsible for the means, methods, techniques, sequences and procedures of work and shall be responsible to see that the finished work complies with the Contract Documents and applicable permits as required.

20. The successful bidder shall provide only competent, suitably trained and qualified personnel to perform the work and provide services as required by the Contract Documents and shall furnish all materials, equipment, labor, transportation, machinery, tools, fuel, power, and all other facilities and incidentals necessary to perform such work and provide services.

21. The successful bidder shall be fully responsible for all acts and omissions of its agents, employees, subcontractors and of persons and organizations directly or indirectly employed by them. Nothing in the Contract Documents shall create any contractual relationship between the Borough and any Borough agent or employee and any subcontractor or other person or organization having a direct contract with the successful bidder, nor shall it create any obligation on the part of the Borough or any Borough agent or employee to pay or to see to the payment of any monies due any subcontractor or any person or organization working for the successful bidder. All subcontractors will be subject to the prior written approval by the Borough. There shall be no substitution of subcontractors without prior approval and knowledge of the Borough once a subcontractor is approved.

22. The successful bidder shall obtain and pay for all permits and licenses which are applicable to the services and products to be provided at the time the bid is submitted. It is the successful bidder's responsibility to abide by all permit conditions affecting the services and products to be provided.

23. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the services and products and shall comply with all requirements and regulations of OSHA, State, and local governments pertaining to such services and products. The successful bidder shall be responsible for erecting any necessary signage and/or barriers to keep others from entering any work areas, subject to coordination with the Borough.

24. The successful bidder shall, as a condition of award of the contract, provide evidence of the following insurance coverage, which insurance coverage shall be maintained during the course of work on the project:

- A. Commercial General Liability - \$1,000,000 per occurrence and \$3,000,000 in the aggregate;
- B. Workers' Compensation, in statutory limits required by Pennsylvania;
- C. Automobile Insurance.

Each policy shall be endorsed to provide the Borough with 30 days' notice of cancellation and the Borough shall be listed as an additional insured for all insurance noted above except for workers' compensation insurance.

25. The successful bidder shall comply with the provisions of the following Acts, as amended from time to time, as applicable: Act of Mach 23, 1978, (P.L. 6, No. 3) known as the "Steel

Procurement Act”; Act of October 28, 1983 (P.L. 176, No. 45), known as the “Anti-bid-Rigging Act”; Act of December 20, 1967 (P.L. 869, No. 385), known as the “Public Works Contractors’ Bond Law”; Act of August 15, 1961 (P.L. 987, No. 442), known as the “Pennsylvania Prevailing Wage Act”; Act of November 26, 1978 (P.L. 1309, No. 317), known as the “Award and Execution of Public Contract Law”; Act of February 17, 1994 (P.L. 73, No. 7), known as the “Contractor and Subcontractor Payment Act”; Act of January 23, 1974 (P.L. 9, No. 4), referred to as the “Public Contract Bid Withdrawal Act”; Act of April 4, 1984 (P.L. 193, No. 40), known as the “Motor Vehicle Procurement Act”; and Act of December 29, 1970 (P.L. 91-596), referred to as the “Occupational Safety and Health Act of 1970”.

26. The successful bidder shall insure, indemnify and hold harmless the Borough and its Council members, officers, employees, appointees and agents from and against any and all claims, suits, causes of action, losses, expenses and liabilities of any kind or nature, including attorney’s fees (and any attorney’s fees incurred in enforcing this provision) in any way arising or resulting from or in any way related to negligent, reckless and/or intentional acts by the successful bidder in providing services, product and materials to or for the Borough under the Agreement and Contract Documents, including, but not limited to, claims, losses, fines, damage to property and bodily injury or death to persons. This provision will survive termination or expiration of the Agreement.

Potential polymer bidders are required to make arrangements to visit the Treatment Plant facilities during normal business hours, and follow the instructions spelled out in the Technical Specification Sections of this Bid Agreement and Contract Document. See, for example, Section 2, 2.26.

Any reference to any law, code, regulation or AWWA or ANSI / NSF standard shall also refer to any amendment or successor provisions(s) of such law, code, regulation, or standard and shall be binding on the successful bidder during the term of the Agreement or period of the contract.

END OF SECTION ONE

SECTION TWO
SPECIAL PROVISIONS CONTRACT BOC 4-19
WATER AND SEWER PLANT CHEMICALS

2.1 FORMAT OF SPECIFICATIONS

These specifications are designed to describe various chemicals for use in water and sewage treatment plants. Sections 3.01 to 3.11 describe general specifications common to each and every chemical. Sections 3.12 to 3.36 describe the specific chemicals. **Contracts will be awarded on the basis of the low bid for each chemical, not on the total package.**

2.2 PRICES - IMPORTANT

All chemicals are to be quoted at a price per 100 pounds unless otherwise specified herein, F.O.B. point of delivery. Prices shall be firm for a period of sixty days after the bid award. Materials in short supply or subject to a high degree of fluctuation in market prices may contain an "escalator clause". Under the escalator clause, bidder shall have the right to increase the contract unit price in an amount equal to the bidder's increase in costs of materials and supplies occurring subsequent to the date on which such bid is submitted to the Borough. Any increase in the bidder's cost of materials and supplies over the base bid shall be verified by proper documents furnished to the Borough which shall include proof of price to the bidder from the bidder's source of materials and supplies. The Borough must be notified in writing of any such increase at least thirty (30) days prior to the effective date of any increase. All such price increases may result in the cancellation of the contract at the option of the Borough. Materials to be subject to the escalation clause must be so designated on the "Schedule of Quantities, Prices, and Total Bid". The escalation clause only takes effect sixty days after bid award. This bid will be awarded based on the per unit bid price for each chemical.

2.3 PERIOD OF CONTRACT

This contract shall run for a period from June 21, 2019 to June 20, 2020.

2.4 BILLING & DELIVERY

Each delivery of chemicals shall be accompanied by a separate invoice and shall be processed for payment in a manner similar to other Borough bills.

Delivery shall be to the appropriate treatment plants between the hours of 0700 to 1500 Monday through Thursday, and 0700 to 1300 on Friday or as otherwise specified herein; and, delivery, when requested, shall be made within five (5) working days, or two (2) working days for critically needed chemicals as noted. Timely delivery is vital and contract(s) may be canceled if a delivery of chemicals is late.

Truck height limit shall be 13 feet, 3 inches due to overhead facilities, and shall be measured when the truck is empty. Special delivery conditions shall apply when delivering chemicals to the Carlisle Water Treatment Plant's Pump house facility at the Basin Hill Reservoirs. See Section 2.13 **LIQUID CHLORINE - 150 LB.**

2.5 WARRANTY

If the chemical does not meet the specifications described herein, notice shall be given to the vendor within thirty (30) days after receipt of the chemical. In this event, the vendor shall remove the product from the premises and replace it with a like amount of satisfactory chemical. Failure to do so will result in a claim against the performance security provided and/or forfeiture of the contract to next higher bidder of chemical specified.

2.6 PENALTY

All chemicals for this contract period will be subject to rigorous testing and quality control procedures by the Borough staff and bidder's will be subject to applicable penalties described herein and elsewhere if chemicals do not conform to specifications.

It shall be the responsibility of the bidder to provide samples, taken on site, from the delivered chemicals so the Borough staff can conduct appropriate quality control analyses.

2.7 IDENTICAL LOW BID

If identical low bids are received, then the award will be awarded to the bidder nearest to Carlisle's Water Treatment Plant.

2.8 QUANTITIES ESTIMATED

All quantities quoted in these specifications are estimates only, based, however, on the best available information. The municipalities reserve the right to increase or decrease quantities as actual circumstances dictate. The quantities for the Carlisle Regional Plants are based on the respective plant supervisor's estimates. Actual usage may vary depending on flow, etc.

2.9 SAFETY REQUIREMENTS

Start-up training and safety information and instruction shall be provided immediately, free of any charge, upon first delivery of chemical(s) by the successful vendor. Any changes or updates to Material Safety Data Sheet or Safety Data Sheet information will be promptly delivered to the Borough of Carlisle within 5 business days.

2.10 ANSI / NSF STANDARDS 60 AND 61

All water plant chemicals and materials shall be certified under ANSI / NSF Standards 60 and 61 or any amended or successor standards. The December 25, 1993 issue of the Pennsylvania Bulletin contains the final amendment to Section 109.606 and the Safe Drinking Water Act regulations which pertain to the use of chemicals and materials certified under ANSI / NSF Standards 60 and 61. The compliance date was set at May 16, 1995. As a public water supplier, the Borough of Carlisle is required to use only chemicals, materials, and equipment certified under ANSI / NSF Standards 60 and 61 (relating to Drinking Water Treatment Chemicals Health Effects and Drinking Water Systems Components Health Effects,

Respectively). Each bidder must supply the above certification for each water plant chemical, material, and equipment named in their bid, and any amended or successor standards that may become effective during the term of the Agreement.

2.11 BULK DELIVERIES

Bulk deliveries will take place in trailers sealed by numbered security seals at every trailer opening, allowing the customer to inspect the seals, verify the correct numbers, and ensure that the shipment was not tampered with during transit. Dedicated bulk carriers shall be used for product deliveries:

2.11.1 Utilizing trailers intended for the transport of bulk chemicals designed for use in potable water or

2.11.2 Trailers that have been used for the transport of food-grade materials and have been triple-washed prior to the transport of the bulk chemicals.

2.11.3 Each driver shall carry two forms of photographic identification, a Commercial Driver's License and a Company-issued ID badge. The bulk trailer shall be loaded with product and sealed within the production plant.

2.11.4 The supplier and/or the transport contractor will be responsible for cleanup of chemical spills that may occur during the transfer operation. Supplier or the transport contractor must supply their own clean up equipment – buckets, absorbent material, etc.

CHEMICAL SECTION
BOROUGH OF CARLISLE

2.12 LIQUID CHLORINE, 2000 LB. (BULK)

1. This specification describes the chemical liquid chlorine used in water and sewage treatment plants.
2. This chemical shall conform to Federal Specification BB-CO120 and **AWWA Standard B-301-10**.
3. It is estimated that the total need for the year will be approximately **twenty-nine (29) tons** at the water and sewage treatment plants.
4. Delivery is to be made to either the Carlisle Regional Sewage Treatment Plant (at 54 North Middlesex Road, north of U.S. 11 between I-76 and I-81), or to the Carlisle Water Plant (off Rt. #34 at 165 Longs Gap Road), and, delivery, when requested, shall be made within three (3) working days.
5. Liquid Chlorine shall be shipped in one (1) ton cylinders.
6. The successful bidder shall furnish a Surety bond with Corporate surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.13 LIQUID CHLORINE - 150 LB.

1. This specification describes the chemical Chlorine for use in water treatment plants.
2. Chlorine shall conform to **AWWA Standard B301-10**.
3. It is estimated that the Borough *may* need approximately **three (3) tons** for the year.
4. Delivery is to be made to the Carlisle Water Treatment Plant's Pump House facility at the Basin Hill Reservoirs at 35 Garden Drive, Carlisle, PA. A straight truck is necessary for this second delivery, with hydraulic tail gate. Truck height limit shall not exceed eleven (11) feet due to overhead power lines. Delivery, when requested, shall be made within three (3) working days.
5. Liquid Chlorine shall be shipped in 150 lb. cylinders. No demurrage shall be charged on cylinders.
6. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.14 PELLETTIZED, TABLET AND GRANULAR CHLORINE

1. This specification is for chlorine 3” tablets, pellets, and granulated chlorine in 50 lb. or 100 lb. plastic containers for use in water and sewage treatment plants. Containers that show signs of contamination, rust, leakage or damage shall be rejected.
2. The chemical shall conform to **AWWA Standard B300-10**.
3. It is estimated that the Borough *may* need approximately **five hundred (500) lbs. each of 3” tablets, pelletized, and granulated chlorine** for the year. Requests for delivery may be as low as four (4) 100 pound containers (at the stated bid price).
4. Product to contain 68-70% available chlorine as in trade name HTH, or equivalent.
5. Delivery is to be made to either the Carlisle Regional Sewage Treatment Plant (at 54 North Middlesex Road, north of U.S. 11 between I-76 and I-81) or to the Carlisle Water Plant (off Rt. #34 at 165 Long's Gap Road), and, delivery, when requested, shall be made within three (3) working days.
6. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.15 ALUMINUM SULFATE - DRY (BAGS)

1. This specification describes the chemical Aluminum Sulfate used in sewage and water treatment plants.
2. Aluminum Sulfate must conform to Federal Specification O-A-429 and **AWWA Standard B403-09** and be standard ground, containing no silicate.
3. It is estimated the Borough *may* need approximately **one (1) ton** for the year.
4. Delivery is to be made to either the Carlisle Regional Sewage Treatment Plant (at 54 North Middlesex Road, north of U.S. 11 between I-76 and I-81), or to the Carlisle Water Plant (off Rt. #34 at 165 Long's Gap Road), and, delivery, when requested, shall be made within three (3) working days. In case of an emergency delivery may need to be within 24 hours.
5. Aluminum Sulfate is to be packaged in 50 lb. or 100 lb. multi-wall paper bags stacked on returnable pallets able to hold 2000 lbs. and sized to take a four-inch thick fork for pallet moving.
6. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.16 ALUMINUM SULFATE LIQUID (BULK)

1. This Aluminum Sulfate Liquid must conform to Federal Specification O-A-429 and **AWWA Standard B403-09** and shall be a liquid with approximately fifty percent (50%) Aluminum Sulfate Solution.
2. Samples shall be taken at the point of destination. Equal portions shall be taken at five equally spaced time intervals during the unloading operation. The total sample shall equal approximately 2 quarts (2L).
3. Sample testing shall be in accordance with AWWA Standard B403-09. Procedures that may be utilized are Specific Gravity (Hydrometer meeting or exceeding the ASTM standard for 117-H) or by the EDTA method. Basis of rejection shall be liquid with less than 46% Aluminum Sulfate solution.
4. Delivery is to be made to either the Carlisle Regional Sewage Treatment Plant (at 54 North Middlesex Road, north of U.S. 11 between I-76 and I-81), or to the Carlisle Water Plant (off Rt. #34 at 165 Long's Gap Road), and, delivery, when requested, shall be made within three (3) working days, between the hours of 0700 to 1500 Monday through Thursday, and 0700 to 1300 on Friday. Timely delivery is critical and the contract may be canceled if a delivery of chemical is late.
5. It is estimated that the Borough *may* need approximately **one hundred and twenty-eight (128) tons** of liquid aluminum sulfate for the year.
6. Chemical unit and total prices shall be based on dry chemical only.
7. Aluminum Sulfate shall be shipped in tank trucks and transferred to a 6000-gallon storage tank. Note: Deliveries of between 3,800 and 4,200 gallons only. No exceptions (unless the Borough requests differently). **Please note delivery hours in Section 3.04, which must be adhered to during this contract period.**
8. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.17 LIQUID POLYALUMINUM CHLORIDE (PAC) - (BULK AND DRUM)

1. This specification describes the chemical Aluminum Chloride Hydroxide Sulfate or Polyaluminum Chloride or (PAC) liquid used in water treatment plants such as DEL Pac 2020 as supplied by Delta Chemical or equivalent. **Bidder must state the brand name.**
2. The liquid PAC shall conform to **AWWA Standard B408-10** and ANSI / NSF STANDARD 60. Product must be approved by the U.S. EPA for treatment of potable water and must be manufactured in the USA.

3. It is estimated that the Borough *may* need approximately **forty-eight thousand (48,000) gallons**. PAC will be used if in-plant testing is successful.
4. Delivery shall be made to Carlisle Water Plant (off Rt. 34 at 165 Longs Gap Road) and, delivery, when requested shall be made within three (3) working days, between the hours of 0700 to 1500 Monday through Thursday, and 0700 to 1300 on Fridays. Timely delivery is critical and the contract may be canceled if a delivery of chemical is late. **It needs to be stressed that if the delivery is not made within 3 working days of the order, the contract may be cancelled.**
5. The chemical shall be shipped in tank trucks in 4,000 gallon quantities and transferred to a chemical storage tank.
6. Under this specification the PAC will be prepared from aluminum chloride hydroxide sulfate to produce a product which contains:

% Aluminum Oxide	10.5 +/- 0.5
% Aluminum	5.6 +/- 0.3
Basicity	70% Min.
Sulfate	1.5 +/- 0.5%
Chloride	9% Min.
pH	2.5 +/- 0.3
Specific Gravity (60°)	1.23 +/- 0.03
Color	Water White to Tan
Appearance	Slightly Hazy to Clear
Freezing Point	-26° F
CAS Number	39290-78-3
UN Class	UN 1760 Corrosive Liquid N.O.S. (Aluminum Chloride Hydroxide Sulfate).

The products must not contain in any amounts natural or synthetic organic polymers.

The product must have a demonstrated ability to perform effectively, as determined by Borough staff, in all turbidity, temperatures, and pH ranges common to the Water Plant. The bidder must be pre-approved by the Plant Supervisor prior to bid.

7. The vendor must supply a list of at least five water treatment plants, (with contact person, address and phone number) which have been running for the past two years on the exact product being bid. Users of a modified product will not be allowed as reference. It is also required that at least two of the Water Treatment Plants used as reference be of the same type design as Carlisle's plant. This is required to insure that the product bid will perform effectively in various water conditions and temperatures, which occur during the change of seasons and also verify it can effectively operate with our type of treatment plant design. The vendor must provide all documentation for DEP approval.

The Borough may elect to accept or reject a bid on the basis of: (1) the bidder's certified test report completed by a qualified third-party testing laboratory and accompanying affidavit of

compliance; (2) the Borough's own testing of the reference sample.

8. The Water Treatment Plant reserves the right to disqualify the product if performance during in-plant testing does not meet quality standards or fails to perform to the satisfaction of the Water Treatment Plant operators, in terms of ease of chemical addition, length of filter runs, etc.

Vendor is responsible to supply the chemical feed pump as well as temporary storage tank and PAC necessary to perform plant trials.

Vendor is required to have technical support representatives that are intimately familiar with water treatment applications and should be located within a three (3) hour response time to the facilities.

Vendor must provide jar testing data to validate the performance of the chemical. The jar tests must compare the performance of the chemical to alum, and the treatment performance as measured by settled water turbidity should be as good or better than alum. A full plant trial may be required by the Plant Supervisor during cold water conditions.

9. Samples shall be taken at the point of destination. Equal portions shall be taken at five equally spaced time intervals during the unloading operation. The total sample shall equal approximately 2 quarts (2L).
10. Sample testing shall be in accordance with **AWWA Standard B403-09 and B408-10**.
11. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.18 CAUSTIC SODA (BULK)

1. This specification describes the chemical Caustic Soda (Sodium Hydroxide) used in water treatment plants.
2. Sodium Hydroxide shall conform to **AWWA Standard B501-13**, and shall be approximately 25% strength solution. Note: The Borough will also allow the bidder to supply pricing for 50% strength solution.
3. Samples shall be taken at the point of destination. Equal portions shall be taken at five equally spaced time intervals during the unloading operation. The total sample volume shall equal approximately 1 gallon (4L).
4. Sample testing shall be in accordance with AWWA Standard B501-03. Basis of rejection shall be concentrations in excess of 28%, or less than 22%.
5. It is estimated that the Borough *may* need **twenty-five (25) dry tons** of caustic soda.

6. Chemical unit and total prices shall be on dry chemical only.
7. Delivery shall be made to Carlisle Water Plant (off Rt. 34 at 165 Longs Gap Road) and, delivery, when requested, shall be made within three (3) working days, between the hours of 0700 to 1500 Monday through Thursday, and 0700 to 1300 on Friday.
8. Caustic Soda shall be shipped in tank trucks and transferred to a 6000-gallon storage tank. Deliveries between 3,800 and 4,000 gallons only. Note: The Borough may, from time to time, request 250 or 300 gallon totes, if the need arises.
9. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.19 CAUSTIC SODA (DRUMS)

1. This specification describes the chemical Caustic Soda (Sodium Hydroxide) used in water treatment plants.
2. Caustic Soda shall conform to **AWWA Standard B501-13**, and shall be approximately 25% strength solution.
3. Sample testing shall be in accordance with AWWA Standard B501-13. Basis of rejection shall be concentrations in excess of 30%, or less than 20%.
4. It is estimated that the Borough *may* need **two (2) tons** for the year.
5. Chemical unit and total prices shall be based on liquid caustic soda.
6. Caustic Soda shall be shipped in 550# poly drums.
7. Delivery shall be made to Carlisle Water Plant (off Rt. 34 at 165 Longs Gap Road) and, delivery, when requested, shall be made within three (3) working days.
8. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.20 HYDRATED LIME (BULK)

1. This specification described the chemical hydrated lime used in sewage treatment plants. The tank trucks shall be thoroughly cleaned and inert material shall be less than 1%.
2. Hydrated lime must conform to **AWWA Standard B202-13**. The hydrated lime shall meet the impurities requirements of the "Water Chemicals Codex".

3. Samples shall be taken at the point of destination. Sampling from bulk truck shipments shall be done with a size 2 (9 in x 12 in., or 229mm x 305mm), round-end, plain-back shovel. At least four shovels full from four different points shall be taken. The gross sample shall be thoroughly mixed and weigh at least 32 pounds (14.5g).
4. Sample testing shall be in accordance with AWWA Standard B202-13. The hydrated lime shall meet the impurities requirements of the "Water Chemical Codes"; however, as a minimum the material shall contain at least 68 percent available calcium oxide (CaO) with a penalty of two percent (2%) for each percentage, or part thereof, below 68 percent. The basis for rejection shall be an available calcium oxide content of less than 62 percent. Please refer to **AWWA Standard B202-13**.
5. It is estimated that the Borough *may* need **six hundred (600) tons** for the year.
6. Delivery is to be made to the Carlisle Regional Sewage Treatment Plant (at 54 North Middlesex Road, north of U.S. 11 between I-76 and I-81), Delivery, when requested, shall be made within three (3) working days between the hours of 0700 to 1500 Monday through Thursday, and 0700 to 1300 on Friday.
7. Hydrated lime is to be shipped in bulk in trucks with a capability to blow the lime into a 12' x 40' silo.
8. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.21 CAIROX - POTASSIUM PERMANGANATE

1. This specification describes the chemical **Cairox** Potassium Permanganate used in water treatment plant as supplied by Carus Chemical Company or equivalent. The chemical shall contain less than 1% inert material. **Bidder must state the brand name.**
2. Cairox-Potassium Permanganate shall meet **AWWA Standard B603-10**. The potassium permanganate shall meet AWWA Standards Council approved revisions of B603 which includes changes in the definition section, updating the temperature and solubility information, and revising the sieve analysis and chemical requirements.
3. It is estimated that the total need for the year will be approximately **four (4) tons**.
4. Delivery shall be made to Carlisle Water Plant (off Rt. 34 at 165 Longs Gap Road) and delivery, when requested, shall be made within three (3) working days.
5. **Cairox**-Potassium Permanganate shall be shipped in 330 lb. drums **only**.

6. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.22 COPPER SULFATE

1. This specification describes the chemical Copper Sulfate used in water treatment plants.
2. Copper Sulfate shall meet **AWWA Standard B602-08** and ANSI / NSF Standard 60 and shall be fine crystals.
3. It is estimated that the Borough *may* need approximately **one (1) ton** for the year, however, requests for delivery may be as low as four (4) 50 pound bags (at the stated bid price). Product shall not be over eighteen (18) months old.
4. Delivery shall be made to Carlisle Water Plant (off Rt. 34 at 165 Longs Gap Road) and, delivery, when requested, shall be made within three (3) working days. Timely delivery is critical and the contract may be canceled if delivery of chemical is late.
5. Copper Sulfate is to be packaged in 50 lb. multi-wall paper bags stacked on returnable pallets able to hold 2000 lbs. and take four-inch forks for moving.
6. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.23 LIQUID BACTERIOSTATIC ALGICIDE

1. This specification describes a liquid bacteriostatic algicide with an active ingredient that is a biologically very active form of copper ion (Cu++) for use in lakes, ponds, reservoirs, and other water systems as supplied by Earth Science Laboratories, Inc. or equivalent.
2. The product must be registered by the U.S. EPA as an algicide/bactericide and certified to **ANSI/NSF Standard 60** as a drinking water additive as manufactured by Earth Sciences Laboratories, Inc. under the trade name Earth Tec., or equivalent.
3. It is estimated that the Borough *may* need **two hundred seventy-five (275) gallons** for the year.
4. Delivery shall be made to Carlisle Water Plant (off Rt. 34 at 165 Longs Gap Road) and, delivery, when requested, shall be made within three (3) working days. Timely delivery is vital and the contract may be canceled if delivery of chemical is late.
5. The product shall be shipped in 55 gallon containers.

6. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.24 ACTIVATED CARBON (BULK)

1. This specification describes the chemical Powdered Activated Carbon (PAC) used in water treatment plants, which shall be domestically produced.
2. Powdered Activated Carbon shall conform to **AWWA Standard B600-10** and ANSI / NSF Standard 61. **Carbon shall be Hydrodarco B by Norit, Inc., or equivalent.**
3. The PAC shall conform to the following: the carbon shall have an iodine number of 500 or higher, the molasses decolorizing efficiency shall be 75 minimum, and the tannin value shall be 200 mg/l maximum. The carbon shall be steam-activated and manufactured of bituminous and/or lignite coal. The PAC shall not be made of wood, peat, or coconut shell. The particle- size distribution shall be determined according to **AWWA Standard B600-10**. The iodine number, molasses decolorizing efficiency, and tannin value laboratory results and certification must accompany all bids or bidder will be disqualified. The bidder shall submit Certificates of Analysis for mesh size confirmation and moisture as packed (percent).
4. It is estimated that the Borough *may* require approximately **twenty (20) tons (bulk)** for the year. The new bulk carbon storage facilities have been modified as part of the major reconstruction project.
5. Delivery shall be made to Carlisle Water Plant (off Rt. 34 at 165 Longs Gap Road) and, delivery, when requested, shall be made within ten (10) working days. The shipments are to be accompanied by weight certifications. Delivery shall be made between the hours of 0700 to 1500 Monday through Thursday, and 0700 to 1300 on Friday.
6. The PAC is to be delivered in self-unloading bulk trucks with integral blower systems. The stainless steel fill pipe is four (4) inches in diameter and is equipped with an Evertite coupling. Any adapters shall be the responsibility of the PAC supplier. Supplier must supply at least eighty (80) feet of hose to unload.
7. Plant personnel must be present when the PAC is delivered. The supplier and the operating personnel must manually turn on the silo dust collector when the silo is filling.
8. The successful bidder ***shall*** furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.25 HYDROFLUOSILICIC ACID - (BULK)

1. This specification describes the chemical Hydrofluosilicic Acid used in water treatment plants.
2. Hydrofluosilicic Acid must conform to **AWWA Standard B703-11** and have 25% available fluoride.
3. It is estimated that the Borough will need **two thousand (2,000) gallons** for the year (minimum order).
4. Delivery shall be made to Carlisle Water Plant (off Rt. 34 at 165 Longs Gap Road) and, delivery, when requested, shall be made within ten (10) working days. Timely delivery is critical and the contract may be canceled if a delivery of chemical is late.
5. Hydrofluosilicic Acid is to be delivered and unloaded using compressed air due to the corrosive nature of the material. The truck driver must remain at the unloading station for the entire unloading procedure and proper unloading protocol shall be followed. No more than 20 psi should be used when unloading the hydrofluosilicic acid. The truck driver should adjust the delivery rate when the truck tank is approaching empty to ensure that uncontrolled pressurized air is not discharged into the Borough's storage tank. Borough Water Treatment Plant Operators must be present during the entire unloading procedure.
6. Samples shall be taken at the point of destination. Equal portions shall be taken at five equally spaced time intervals during the unloading operation. The total sample shall equal approximately 2 quarts (2L).
7. Sample testing shall be in accordance with **AWWA Standard B703-11**.
8. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.26 POLYMER - CARLISLE WATER PLANT

1. This specification describes the chemical Polymer used in water treatment plants. **The bidder must state the brand name.**
2. This chemical shall be a polymer with poly-amine only, and shall be **similar** to **Zeta-Lyte 550C** or **Zeta Lyte 1A** or equivalent.
3. It is estimated that the total need for the year may be approximately **one and-a-half (1.5) tons**, however, requests for delivery may be as low as one (1) 55-gallon drum (at the stated bid price).
4. Delivery shall be made to Carlisle Water Plant (off Rt. 34 at 165 Longs Gap Road) and, delivery, when requested, shall be made within five (5) working days.

5. Polymer shall be shipped in 55-gallon poly drums.
6. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract.
7. Pre-award performance testing by any supplier intending to submit a bid will be required to demonstrate that the product to be supplied will perform to the satisfaction of the Borough Treatment Plant's Supervisors or their duly authorized staff. On-site evaluation of the polymer to be furnished shall be conducted by the bidder in a manner specified by the Treatment Plant's staff, and shall establish the polymer dosage rate required to most effectively settle out solids. All costs related to product testing in conjunction with this Proposal shall be the responsibility of the bidder.
8. **Prospective bidders shall schedule dates to conduct Pre-Award performance testing with Mr. Jeffrey Heimbaugh, Biosolids Coordinator, and/or Mr. Corey Flythe, Water Plant Supervisor, up to seven (7) days prior to the date of bid opening. Mr. Heimbaugh's phone number is (717) 240-6993, and Mr. Flythe's phone number is (717) 240-6980.** Testing dates will be assigned on a first come, first served basis. The Supervisors reserve the unqualified right to schedule performance testing in a manner which best serves the interest of the Plant, and which creates minimal disruption to Plant operations. The Borough does not guarantee the characteristics of the wastewater or water with respect to solids content, consistency, alkalinity, or other characteristics or conditions at the time of the performance testing. Rescheduling of the performance test shall be at the sole discretion of the Borough, but no testing shall be rescheduled more than once. Rescheduling of the performance test shall not be permitted after the actual test period has commenced.
9. The Test period shall consist of 24 consecutive hours of process operation over one (1) to three (3) days of operation, as deemed acceptable to the Supervisors. Sampling to determine process performance and other criteria will be conducted by Borough personnel during this time. Pre-test operation of the treatment plant process in order to optimize and control process performance will be at the sole discretion of the Borough.
10. All sampling and analyses will be performed by the Borough's treatment plant laboratory staff. The sampling locations, sampling frequency, and sample types will be determined by the Borough's staff.
11. During the test period, and during pre-award operating period, the Plant's equipment and processes will be operated by Borough personnel. Final overall performance efficiency will be determined by the Borough.
12. Bench or laboratory studies will be conducted to assist the bidder in determining the appropriate polymer to use during the Pre-Award performance test. However, data generated from bench or laboratory studies will not be acceptable as the sole basis for determination of the bid amount to be submitted in the proposal.

The bidder will be solely responsible for furnishing all materials needed for the test period. The Borough assumes no responsibility, financial or otherwise, during the test period.

13. Should a contract be awarded to furnish and deliver polymer, the Borough, recognizing the variable nature of raw water and incoming wastewater at the treatment plants, reserves the right to either cancel the contract of the supplier and advertise for new bids, or to purchase outside the contract at any time the characteristics of the water and/or wastewater warrant a change.
14. Service in support of product usage at the Borough's treatment plants shall be considered an integral component of this Contract. The Borough reserves the right to request unlimited service whenever such product support is required to maintain optimum process performance in the Borough's treatment plants.
15. The Borough reserves the right to employ discretionary judgment pertaining to greatest cost-effectiveness and, thereby, is not obligated to accept the lowest bid if such bid is deemed not to be in the best interest of the Borough's treatment plants. The Borough further reserves the right to act in the best interest of the Borough's treatment plants in times of emergencies regardless of whether such emergencies are man-made or acts of nature. If such an emergency should arise, the Borough reserves the right to waive terms of this Contract for the duration of the emergency. Waivers include, but are not limited to, purchase of project and service by the Borough in the open market. The Borough shall have sole discretion determining conditions that constitute an emergency.
16. The product(s) to be supplied shall be performance evaluated in order to include seasonal variations, within the Borough's water treatment plant. The product(s) to be supplied shall be the same product(s) used successfully at a minimum of six (6) other municipal water and wastewater and/or treatment plants of size and design comparable to the Borough's treatment plants. These other water and/or wastewater treatment plants shall be in a location subject to significant changes in process performance as a result of seasonal variations. Names and phone numbers of Superintendents of these other six (6) water and/or wastewater treatment plants, as well as a minimum of one (1) full year of results attained from use of the product(s) at these other six (6) treatment plants, shall be presented to the Borough. Failure to submit such information to the Borough shall result in automatic disqualification from the bidding process. The Borough shall make no exceptions to the stipulations regarding prior product performance evaluation. The Borough reserves the right to reject any bid if evidence presented by, or investigation of, the Bidder fails to satisfy the Borough of Bidder's qualification to fulfill obligations of the Contract and to attain results desired by the Borough. Conditional bids shall not be acceptable and will be rejected by the Borough.
17. Biological and chemical process performance of the Borough's water and wastewater treatment plants is subject to significant seasonal variations. Product of the Contractor shall allow for attainment of acceptable treatment results, as outlined in these bid specifications, on a year-round basis. Failure on the part of the Contractor to attain acceptable results during all seasons shall result in automatic termination of this contract. If such an event should occur, the Borough reserves the right to purchase product from any company that has previously demonstrated their ability to maintain acceptable year-round performance of the processes within the Borough treatment plants.

2.27 POLYMER - CARLISLE SEWER PLANT

1. This specification describes the chemical polymer used in wastewater treatment plants and belt press sludge conditioning. **The bidder must state the brand name.**
2. These chemicals will vary depending on the application within the plant.
 - a. From prior full scale use the treatment polymer for clarification will most likely need to be a high molecular weight non-ionic polymer. Prior use of both cationic and anionic polymers has shown that in this application either will only work for a few days at most without causing floating of solids. The feed system for this application is a dry polymer system.
 - b. The belt press will be handling lime stabilized bio-solids. The press is equipped with a dry polymer system for cationic addition and an emulsion system for anionic addition. In performance testing, only the dry polymer system was required, however the need for anionic addition at a future date cannot be ruled out. It will be the bidder's responsibility to determine the need for or lack of need for the anionic polymer. This should be determined during the pre-bid bench testing or pre-bid performance test as outlined in the above specifications in section 3.28. The chemical shall be **similar to Zeta-Lyte 21 or ZETAG 8180.**
3. It is estimated that the total need for the year may be approximately **four (4) tons.**
4. Delivery is to be made to the Carlisle Regional Sewage Treatment Plant, (at 54 North Middlesex Road, north of U.S. Route 11 between I-76 and I-81) and delivery, when requested, shall be made within five (5) working days.
5. Dry polymers shall be shipped in fifty (50) pound plastic bags or equivalent size and type containers. Emulsion polymers shall be shipped in plastic containers of either 5 or 55 gallon capacities.
6. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

IMPORTANT: Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 are the same as 2.26 POLYMER - CARLISLE WATER PLANT, pages 19 through 20 above with the following additions or changes:

18. The belt press dosage rate shall not exceed ten (10) pounds per dry ton of solids.
19. **The test period for the belt press shall be set by Mr. Jeffrey Heimbaugh, Bio-solids Coordinator, at (717) - 240-6993, but shall be no less than six consecutive hours of press operation. Belt press testing shall be scheduled with Mr. Jeffrey Heimbaugh, Bio-solids Coordinator, at (717) - 240-6993.**

20. The addition of the bio-solids shall be added to the list of variables.

2.28 POLYMER - CARLISLE WATER PLANT--SLUDGE

1. This specification describes the chemical polymer used in water treatment plants for sludge thickening. **The bidder must state the brand name.**
2. This chemical shall be a polymer and shall be **similar** to **Zeta-Lyte 1A** or equivalent.
3. It is estimated that the total need for the year may be approximately **four (4) tons**; however, requests for delivery may be as low as one (1) 55-gallon drum (at the stated price).
4. Delivery is to be made to the Carlisle Water Plant (off Rt. 34 at 165 Longs Gap Road) and delivery, when requested, shall be made within three (3) working days.
5. Polymer shall be shipped in 55-gallon poly drums.
6. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

IMPORTANT: Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 are the same as 2.26 POLYMER - CARLISLE WATER PLANT, pages 19 through 20 above.

2.29 HYDROGEN PEROXIDE

1. The specification describes the chemical **50% hydrogen peroxide** used in wastewater treatment plants and samples shall be taken at the point of destination, and rejection or acceptance of the chemical shall be determined by Borough staff.
2. This chemical shall conform to applicable **Federal and Industrial Standards**.
3. It is estimated that the total need for the year shall be approximately **twelve thousand (12,000) gallons**.
4. Delivery shall be to the "Old Sewage Treatment Plant" located at 500 Post Road, South of Route 11, Waggoners Gap Pump Station (No.1), at the intersection of Waggoners Gap Road (North Middleton Township) and the Pennsylvania Turnpike Bridge, or Ridge Street Pump Station (No. 2) located on West Ridge Street. It is the sole responsibility of the bidder to familiarize themselves with the above facilities as those facilities relate to the delivery, unloading and storage of the materials to be furnished in conjunction with this Proposal. Delivery to the designated site shall be the sole responsibility of the bidder in regards to Post Road weight limitations, etc. The Borough shall assume no responsibility, financial or otherwise, for materials returned because of an inability of the supplier to deliver or unload for reasons beyond the Borough's control. The Borough reserves the right to reject any shipment due to loss, or contamination as a result of damage or improper packaging/shipment. Delivery, when requested, shall be made within three (3) working days. **Contact Mr. Jeffrey Shearer, Plant Supervisor, at (717)-240-6992.**

5. Hydrogen Peroxide is to be shipped in tank trucks and pumped into either one 900-gallon tank (500 Post Road location), a 900-gallon tank (Waggoners Gap Pump Station No.1 location), or a yet to be determined size tank (Ridge Street Pump Station #2 location). The quantity to be shipped by the successful bidder will be determined by the Borough when the order is placed. **Contact Mr. Jeffrey Shearer, Plant Supervisor, at (717)-240-6992.**
6. The bidder shall incorporate into the price per gallon all costs associated with these special requirements.
7. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

8. **SPECIAL REQUIREMENTS - HYDROGEN PEROXIDE**

Chemical Storage Facilities

- a. The successful bidder will be required to inspect the tanks and appearances before offloading the hydrogen peroxide. This will be to ensure that the Borough's facilities can safely contain and pump the stored hydrogen peroxide.
- b. As part of the standard service, the successful bidder shall provide, at no cost to the Borough, eight (8) hours of chemical (hydrogen peroxide) safety training for the Borough employees. The training may be broken down into two to four (2 to 4) separate sessions, to accommodate Plant Operators, Mechanics, Laboratory Technicians, and Supervisors. These safety training sessions are mandatory for the successful bidder.
- c. As part of the standard service, the supplier shall annually inspect and pacify the tanks and piping prior to the first filling of the season.
- d. The Post Road facility is a concrete block structure located over the connection of the interceptor and old plant influent line. The access to the structure is via a six-foot wide roll-up door. The access to the structure at Waggoner's Gap Pump Station No. 1 location is via a 12' wide gateway. The access to the structure at Ridge Street Pump Station No. 2 is to be determined since it is not yet constructed. **Contact Mr. Jeffrey Shearer, at (717)-240-6992.**

2.30 SODA ASH (ANHYDROUS SODIUM CARBONATE)

1. This specification describes the chemical Anhydrous Sodium Carbonate (Soda Ash) used in water treatment plants.
2. Anhydrous Sodium Carbonate shall be the light grade and conform to **AWWA Standard B201-13**.
3. It is estimated that the Borough *may* need approximately **one (1) ton** for the year.
4. Delivery shall be made to the Borough Water Treatment Plant at 165 Longs Gap Road and delivery, when requested, shall be made within three (3) working days.
5. Anhydrous Sodium Carbonate shall be packaged in 100 lb. multi-wall paper bags and stacked on returnable pallets able to hold 2000 lbs. and take four inch forks accessible upon delivery so a pallet jack can be used for easy moving.
6. The successful bidder shall furnish a Surety Bond with corporate surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid.

2.31 POTASSIUM CHLORIDE (POTASH)

1. This specification is for potassium chloride for use as a fertilizer on farms in Cumberland County that receive bio-solids from the Carlisle Region Wastewater Treatment Facility.
2. The chemical shall conform to **POTASH CORP (PCS Sales USA, Inc.)** of Northbrook, Illinois.
3. Estimated usage for the year is **fifty (50) tons** at 60% minimum Potassium Oxide, As K_2O .
4. Product to contain guaranteed analysis soluble potash (K_2O) at 60%. Please refer to POTASH CORP'S SGN 65, Muriate of Potash Standard, Source New Brunswick, which contains chemical composition, particle size, physical properties, and guaranteed analysis standards.
5. Delivery and application are to be made at Carlisle's bio-solids PADEP permitted farms in Cumberland County. A list of the farms and appropriate acreage can be obtained from **Mr. Jeffrey Heimbaugh, Bio-solids Coordinator, Carlisle Region Wastewater Treatment Facility, 54 North Middlesex Road, Carlisle, PA 17013, (717) 240-6993**. Deliveries to be made by broadcast fertilizer spreader or similar equipment.

6. The successful bidder shall furnish a Surety Bond with Corporate Surety for the faithful performance of the contract in an amount equal to ten percent (10%) of the contract or a Certified Check in the amount of at least ten percent (10%) of the total bid. (The Borough may waive this requirement)

7. **The successful bidder must notify Jeffrey Heimbaugh, Bio-solids Supervisor, at (717) - 240-6993 of exact time of delivery since there are remote locations and staff may need to be present to observe spreading procedures and to sample the product.**

END OF SECTION TWO

**SECTION THREE
PERFORMANCE BOND
CONTRACT BOC 4-19
WATER AND SEWER PLANT CHEMICALS**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Name of Successful Bidder: _____

Address: _____

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety _____

Address _____

hereinafter called Surety, are held and firmly bound unto:

Name of Owner Borough of Carlisle, Cumberland County, Pennsylvania

Address 53 W. South Street

Carlisle, PA 17013

hereinafter called "Owner", in the penal sum of:

_____ dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that the Principal entered into a certain contract with the Owner, the Borough of Carlisle for Water and Sewer Plant Chemicals.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may

suffer by reason of failure to do so, including, but not limited to, all reasonable attorney's fees, and shall reimburse and repay the Owner all outlay and expense and attorney's fees, which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20 _____.

Principal _____

By _____

Title _____

Address _____

Attest: _____ (SEAL)

Witness: _____

Surety

Attorney-in-fact*: _____

By _____

Address _____

Attest: _____ (SEAL)

Witness: _____

*Power of attorney must be attached.

NOTE: If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania

END OF SECTION THREE

RETURN THIS SECTION

**SECTION FOUR
BID PROPOSAL/PROPOSAL BOND/ NON-COLLUSION AFFIDAVIT
BOC 4-19
WATER & SEWER PLANT CHEMICALS**

BID PROPOSAL

Proposal of _____ (hereinafter called "Bidder"),
organized and existing under the laws of the State of _____,
doing business as _____.

In compliance with your Notice, Bidder hereby submits this proposal for:

**BOROUGH OF CARLISLE
WATER & SEWER PLANT CHEMICALS**

In strict accordance with the Contract Documents, within the time and conditions set forth therein, and at the price(s) stated below.

By submission of this Bid Proposal, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bid quotation must be made both in figures and words.

**BOC 4-19
WATER & SEWER PLANT CHEMICALS
BID FORM**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Written Unit Bid Price</u>	<u>Unit</u>	<u>Total Bid</u>
2.12				
Liquid Chlorine 2000 Lb. (Bulk)	29 Tons	\$ _____ per cwt.	cwt.	\$ _____
2.13				
Liquid Chlorine 150 Lb.	3.0 Tons (6,000 lb.)	\$ _____ per cwt.	cwt.	\$ _____
2.14				
Pelletized Chlorine	500 lb.	\$ _____ per cwt.	cwt.	\$ _____
Granular Chlorine	500 lb.	\$ _____ per cwt.	cwt.	\$ _____
3" Chlorine Tablets	500 lb.	\$ _____ per cwt.	cwt.	\$ _____
2.15				
Aluminum Sulfate Dry (Bags)	1.0 Ton	\$ _____ per cwt.	cwt.	\$ _____
2.16				
*Liquid Aluminum Sulfate (Bulk)	128 Tons	\$ _____ per cwt.	cwt.	\$ _____
2.17				
Liquid PAC (Bulk)	48,000 Gallons	\$ _____ per gal.	gal.	\$ _____

Note: Bidder must state the brand name of PAC: _____

2.18				
*Caustic Soda Liquid (Bulk) 25%	25 DryTons	\$ _____ per cwt.	cwt.	\$ _____
*Caustic Soda Liquid (Bulk) 50%	25 DryTons	\$ _____ per cwt.	cwt.	\$ _____

*Prices for dry chemical basis only

**BOC 4-19
WATER & SEWER PLANT CHEMICALS
BID FORM (Continued):**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Written Unit Bid Price</u>	<u>Unit</u>	<u>Total Bid</u>
2.19				
Caustic Soda Liquid (Drums)	2.0 Tons	\$ _____ per cwt.	cwt.	\$ _____
2.20				
Hydrated Lime (Bulk)	600 Tons	\$ _____ per cwt.	cwt.	\$ _____
2.21				
Cairox-Potassium Permanganate (See NOTE below)	4 Tons	\$ _____ per cwt.	cwt.	\$ _____
2.22				
Copper Sulfate (Bags)	1 Ton	\$ _____ per cwt.	cwt.	\$ _____
2.23				
Liquid Bacteriostatic Algicide	275 Gallons	\$ _____ per gal.	gal.	\$ _____
2.24				
Activated Carbon (Bulk)	20 Tons	\$ _____ per cwt.	cwt.	\$ _____
2.25				
Hydrofluosilicic Acid (Bulk)	2,000 Gallons	\$ _____ per gal.	gal.	\$ _____
2.26				
Polymer Water Plant	1.5 Tons	\$ _____ per gal.	gal.	\$ _____

NOTE: BIDDER MUST STATE BRAND NAME OF POTASSIUM PERMANGANATE:

_____.

**BOC 4-19
WATER & SEWER PLANT CHEMICALS
BID FORM (Continued):**

<u>Item</u>	<u>Estimated Quantity</u>	<u>Written Unit Bid Price</u>	<u>Unit</u>	<u>Total Bid</u>
2.27				
Polymer Sewer Plant	1.5 Tons	\$ _____ per cwt.	cwt.	\$ _____
2.28				
Polymer Water Plant Sludge	4.0 Tons	\$ _____ per gal.	gal.	\$ _____
2.29				
Hydrogen Peroxide	12,000 Gallons	\$ _____ per gal.	gal.	\$ _____
2.30				
Soda Ash	1 Ton	\$ _____ per cwt.	cwt.	\$ _____
2.31				
Potassium Chloride (Potash)	50 Tons	\$ _____ per ton	ton.	\$ _____

Respectfully submitted:

By _____

(printed)

Title: _____

Address: _____

Phone: _____

Date: _____

(Seal)

Attest: _____

Communications concerning this Bid Proposal shall be addressed to:

Address:

Phone/Email:

If Bidder is:

An Individual:

By _____ (SEAL)

(Individual's Name)

Doing business as

Business address: _____

Phone No. : _____

A Partnership:

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No. : _____

A Corporation:

By: _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By: _____ (SEAL)
(Name of Person Authorized to Sign)

(Title) (Corporate Seal)

Attest:

(Secretary)

Business Address:

Phone No.:

A Joint Venture:

By: _____ (SEAL)
(Name)

Address:

By: _____ (SEAL)
(Name)

Address:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and

as Surety, are hereby held and firmly bound unto the Borough of Carlisle, Cumberland County, Pennsylvania, as Owner, in the sum of _____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to deliver:

Water and Sewer Plant Chemicals for the Borough of Carlisle

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver an agreement in the form required by the Contract Documents (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said agreement, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20 _____.

Principal _____

By _____

Title _____

Address _____

Attest: _____ (SEAL)

Witness: _____

Surety

Attorney-in-fact*: _____

By _____

Address _____

Attest: _____ (SEAL)

Witness: _____

*Power of attorney must be attached.

understands and acknowledges that the above representations are material and important, and will be relied on by the Borough of Carlisle in awarding that 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 Borough of Carlisle of the truth relating to the submission of bids for this contract.

Signature: _____
Name:
Position/Title:

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

Notary Public

Notary Seal:

NOTE: The above Notary's acknowledgment must be completed, signed and Notary seal placed.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, by and

Between the Borough of Carlisle, hereinafter called "OWNER" and

_____ ,
doing business as (an individual) or (a partnership) or (a corporation), hereinafter called
"CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter
mentioned:

1. The contractor will supply all chemical and materials necessary to comply with all requirements of the Contract Documents with respect to the supply of the following chemicals:

2. Any terms used in the Agreement shall have the meanings, if any, as indicated elsewhere in the Contract Documents.

3. The term "Contract Documents" means and includes the following, but shall not be limited to:
 - A. Notice
 - B. Information and Instructions to Bidders
 - C. Special Provisions and Specifications
 - D. Non-Collusion Affidavit
 - E. Bid Proposal
 - F. Bid Bond or other bid security
 - G. Agreement
 - H. Performance Bond

4. The Contractor shall be paid in accordance with the terms of the Contract Documents and based upon the unit prices noted in Contractor's Bid Proposal for such chemicals.

5. The Contractor shall not assign or sublet in whole or in part its interest or obligations under any of the Contract Documents, including any monies due or to become due without the prior written consent of the Owner.

6. Contractor acknowledges and agrees that certain records and documents in the possession of Contractor pertaining to or in any way relating to the contract, services and/or materials provided or supplied by Contractor to or for the benefit of Owner may be considered a "public record" as that term is defined under the Pennsylvania Right-To-Know Law, Act 3 of 2008. Contractor agrees that Contractor shall make available and provide all such documents and records to Owner for photocopying or reproduction in appropriate medium by Owner that Owner shall, in its sole discretion, determine are a "public record" in the event an appropriate written request under the Right-To-Know Law for such documents or records is made to the Owner. Contractor further agrees that the obligations of Contractor under this paragraph shall survive the termination or expiration of this Agreement.
7. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written Instrument.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

OWNER:	CONTRACTOR:
Borough of Carlisle	
By:	By:
(Printed)	(Printed)
(Title)	(Title)
Address:	Address:
Telephone:	Telephone:

END OF SECTION FOUR