

Reading Area Water Authority (RAWA)

Specifications for – COPPER SULFATE PENTAHYDRATE (crystal form)

**QUANTITY  
REQUIRED:**

The quantity of material covered by these specifications shall be the requirements for the Reading Area Water Authority for calendar year 2024 and will amount to **15,000 pounds (7.5 tons )**.

**The above estimate is provided for information purposes only and shall not be construed in any way as a commitment on the part of the Reading Area Water Authority to purchase like amounts for the contract period.**

**POINT OF  
DELIVERY:**

Reading Area Water Authority, Lake Ontelaunee, which is located at 64 Kindt Corner Rd. Shoemakersville, Pa. 19555. Bidders must submit with bid the point from which shipment will be made.

**METHOD OF  
DELIVERY:**

Material shall be delivered with a truck equipped with a lift gate. Delivery shall be delivered within two days of receipt of order. Materials shall arrive before 11 A.M. on any weekday except Saturday or Sunday. Material Safety Data Sheet must be sent with initial shipment.

**CHEMICAL**

The material shall be in basic crystal form for controlling weeds, algae, and microscopic organisms in impounded waters, lakes ponds and, reservoirs. The material shall contain no less than 99.0% Copper sulfate pentahydrate and a total Metallic copper equivalent of 25.2 %.

**GRADE:**

Commercial.

**ANALYSIS  
SAMPLES:**

Each bidder shall submit with their bid a chemical analysis of & the material, which they propose to furnish, together with an approximate grading of analysis. The bidder shall also be prepared to furnish a sample of the material which they propose to furnish within 3 days of a request for such sample. The sample shall be packed and shall guarantee that this sample will be representative of the shipments of crystal copper sulfate pentahydrate they will furnish, if awarded the contract.

**SALES TAX  
EXEMPTION:**

The bidders shall not require the Reading Area Water Authority to supply any data to the Commonwealth or any other agency in connection with the Pennsylvania Tax Exemption.

**REJECTION/  
BID DEFECTS:**

The Reading Area Water Authority reserves the right to reject any or all bids and to waive any defects in any bids which the executive director of RAWA, in its sole discretion does not consider to be material defects.

**EXTENSION**

The Reading Area Water Authority shall have the right to continue

**OF CONTRACT:** to purchase copper sulfate pentahydrate from the successful vendor for an additional three months following termination of the contract on the same terms as set forth in the contract. **RAWA shall have the option, at their sole discretion, of a one (1) year extension at the bid price on the same terms as set forth in the contract.**

**NOTE:** Bidders must submit firm, fixed prices, **to include delivery**, state terms, service they propose giving if awarded the contract.

Preference will be given to the material best adapted to meet Lake Ontelaunee's algae and microorganism removal.

Each delivery must be accompanied by an assay sheet concerning the particular load being delivered.

**EXCEPTIONS:** Any exceptions taken to these specifications must be clearly stated as addendum submitted to PennBid.

**SUBMITTING SEALED BIDS:** All bids, along with requested support documents, shall be submitted online via the PennBid program ([www.PennBid.net](http://www.PennBid.net)). No bids by mail will be accepted.

**BID SECURITY:**

- A. Each Bid must be accompanied by Bid Security in the form of a Bid Bond (on the form included herein) or a Certified Check of 10%. Bid Security shall be made payable to the OWNER. The form of Bid Security acceptable to the OWNER, and the required amount of such security is stated in the Advertisement for Bids. The Bid Bond Form must be executed by a Surety licensed to conduct business in the State where the work is located. If a Certified Check is to be provided as Bid Security, a copy of the check must be provided in a sealed envelope marked "**Copper Sulfate Bid Security**". The actual Certified Check must be received by RAWA before the end of the next business day after the bids were received or the Bid may be considered as non-responsive.
- B. Such checks will be returned to all except the three lowest Bidders, within ten (10) days after the bid opening. The checks of such three Bidders will be returned within five (5) days after the successful Bidder and Owner have executed the Contract and Contractor has furnished acceptable Performance and Payment Bonds, or until sixty (60) days or one hundred twenty (120) days after the bid opening, whichever is earlier. If requested by the Bidder in writing, Bid Bonds will be returned as outlined above.
- C. If any Bidder refuses to enter into a Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty. The Bid Security is to be submitted with the submission of Bids.

D. Attorneys-In-Fact who sign Bid Bonds must file with each Bond a certified copy of their "Power of Attorney" to sign said Bonds signed by an officer of the Surety, and they must also file a Financial Statement of the Surety Company.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_

(hereinafter called the "Principal") as Principal, and \_\_\_\_\_,  
a \_\_\_\_\_ Corporation authorized to transact business in \_\_\_\_\_ and  
having its principal office at \_\_\_\_\_

(hereinafter called the "Surety") as Surety, are held and firmly bound unto the Reading Area Water Authority (hereinafter called the Obligee), in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America; for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

WHEREAS, said Principal is herewith submitting to the Obligee a proposal to perform the delivery of Copper Sulfate for the Obligee's proposed bid pursuant to Specifications and other Contract Documents incorporated into said proposal by reference; and it is a condition of the Obligee's receipt and consideration of said proposal that the proposal be accompanied by Bid security to be held by the Obligee on terms embodied herein.

NOW, THEREFORE, the condition of this obligation is that if said Principal shall furnish Performance Bond, Labor and Material Payment Bond, and Insurance Certificates to the Obligee upon the Obligee's delivery to the Principal of notice of intention to accept his proposal and to make a formal award of contract to him, and shall enter into such contract, all as required by said Contract Documents, then this obligation shall be void; otherwise it shall remain in full force, and the Principal and Surety will pay to the Obligee the full amount of this Bond as liquidated damages and not as a penalty.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this bond the day and year aforementioned.

Witness or Attest:

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_

Witness:

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN, the Reading Area Water Authority at 1801 Kutztown Road, Reading PA, 19604 will receive sealed bids for Copper Sulfate on Monday October 20, 2023 and will be publically opened and read aloud at 1:00 PM.

Bids will be received online via the PennBid Program and all documents and solicitation details are available at no cost at - [www.PennBid.net](http://www.PennBid.net)

DATE: October 1, 2023

Mr. Bill Murray  
Executive Director

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.

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BIDDER

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TITLE

## 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 RAWA 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 RAWA, 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 RAWA 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 Reading Area Water Authority of the true facts relating to the submission of bids for this Contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

**PROVIDER’S CERTIFICATION OF NON-INDEBTEDNESS  
TO THE READING AREA WATER AUTHORITY**

Provider hereby certifies and represents that Provider and Provider’s parent company(ies) and subsidiary(ies) are not currently indebted to the Reading Area Water Authority (The “RAWA”), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to RAWA, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to RAWA has been established. In addition to any other rights or remedies available to RAWA at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of RAWA, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to RAWA’s satisfaction within a reasonable time frame specified by RAWA 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: \_\_\_\_\_