

Reading Area Water Authority (RAWA)

Specifications for PERMANGANATE

QUANTITY:

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:

1. 12,500 pounds more or less of free-flowing grade potassium permanganate in 330.75 pound (150 KG) drums.

or

2. 15,000 gallons more or less of 40% sodium permanganate shipped in bulk to be pumped by supplier into tanks.

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

DELIVERY:

The material shall be delivered (put in place) to the point or order:

- Potassium Permanganate: Maiden creek Filter Plant, which is located on the Reading-Pottsville Highway (State Route 61), approximately six miles north of Reading, PA 19605, physical address being 108 Berkley Road, Reading, PA 19605. The dock height is 51 inches. Material shall arrive before 11:00 AM.
- Sodium Permanganate: Residuals Handling Facility, which is located on the Reading-Pottsville Highway (State Route 61), approximately six miles north of Reading PA 19605, physical address being 80 Berkley Road, Reading, PA 19605. Material shall arrive before 11:00AM.

Delivery shall be to the receiving platform or as directed. The stated material shall be delivered within five (5) calendar days of receipt of order and shall be delivered Monday through Friday except Reading Area Water Authority holidays.

QUALITY & CHEMICAL COMPOSITION:

The material shall be:

1. Free-flowing technical potassium permanganate for use in water purification, with a minimum assay of 97% KMnO_4 ; in crystalline form with a bulk density of 90 - 100 pounds per cubic foot. The material shall meet all requirements of AWWA Standard Specification AWWA B603-88 (or its latest revision).

2. MSDS sheets shall accompany each delivery and be available upon request. A certificate of analysis shall also be available upon request.

SAMPLES:

Each bidder shall be prepared to submit a sample of the material within three (3) days of a request for such sample by the Reading Area Water Authority Purchasing Agent. The sample shall be packaged in a sealed container and shall guarantee that the sample will be representative of the material the bidder will furnish if awarded the contract.

GENERAL DATA:

All bidders must submit prices, state terms and services proposed and the point of origin from which shipments will be made. Item 1 material shall be delivered in drums of approximately 330 pounds on returnable pallets and shall have the cost of the pallets included in the contract price. Item 2 shall be delivered in a bulk tank truck capable of offloading via RAWA's equipment at the residuals handling facility. Prices are to be quoted FOB – Destination. Under no circumstances will RAWA pay extra charges for pallets or totes and/or delivery and/or return of empty containers above and beyond the contract price. Also, the successful bidder(s) will conduct two (2) safety-training sessions per year, at the convenience of the Reading Area Water, at no additional charge.

EXTENSION OF CONTRACT:

The Reading Area Water Authority shall have the right to continue to purchase the materials from the successful bidder(s) for an additional three (3) months following the termination of the contract on the same terms as set forth in the contract. The Reading Area Water Authority shall have the option, at RAWA's discretion, of a one (1) year (calendar year 2025) extension at the bid price on the same terms as set forth in the contract.

SUBMITTING SEALED BID

All bids, along with requested support documents, shall be submitted online via the PennBid program (www.PennBid.net). No bids by mail will be accepted.

**SALES TAX
EXEMPTION:**

The Reading Area Water Authority, Pennsylvania is tax exempt. The bidders shall not require the Reading Area Water Authority to supply any data to the Commonwealth of Pennsylvania 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 RAWA, in its sole discretion, does not consider to be material defects.

**AWARD OF
CONTRACT:**

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

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 "**Permanganate 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.

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN, the Reading Area Water Authority at 1801 Kutztown Road, Reading PA, 19604 will receive sealed bids for Permanganate on November 10, 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

DATE: October 19, 2023

Mr. Bill Murray
Executive Director

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 PERMANGANATE 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: _____

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

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

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

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

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

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

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