

DATE: June 4, 2015

**NORTH LONDONDERRY TOWNSHIP
MUNICIPAL CENTER
655 EAST RIDGE ROAD
PALMYRA, PA 17078**

CONTRACT DOCUMENTS

SPECIFICATIONS AND BIDDING DOCUMENTS

FOR

2015 - 2016 LIQUID EMULSION POLYMER

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ADVERTISEMENT

2015 - 2016 POLYMER

SEALED BIDS for 2015 - 2016 Liquid Emulsion Polymer, will be received by the Supervisors of the Township of North Londonderry, Lebanon County, PA, at the Township Office, 655 East Ridge Road, Palmyra, PA, 17078 until 10:15 a.m. prevailing time, June 4, 2015.

Full specifications and bidding documents may be viewed on the Township website, www.nlondtwp.com. Official documents must be obtained by contacting the Township Office at (717) 838-1373.

Bids shall be accompanied by a certified check, or satisfactory bid bond, made payable to or naming as obligee, North Londonderry Township in an amount not less than ten percent (10%) of the amount of the base bid.

Gordon W. Watts
Township Manager

INSTRUCTIONS TO BIDDERS

Each person requesting specifications and bidding documents is furnished with one (1) complete set of documents as well as two (2) copies of the Proposal Form and two (2) copies of the Bid Bond Form. The two (2) copies of the Proposal Form and one (1) copy of the Bid Bond (if needed) shall be used to submit your Proposal.

Signatures must be in longhand and in ink. Typewritten signatures will not be accepted. Any erasure marks must be initialed by executor of the bid.

Proposals shall be accompanied by a certified check, or satisfactory bid bond, made payable to or naming as obligee, North Londonderry Township in an amount not less than ten percent (10%) of the amount of the base bid. Guarantee checks or bid bonds shall be forfeited as liquidated damages if the bidder fails to execute the contract and furnish bonds as specified, within fifteen (15) days after notification of the contract award.

The Proposal must be physically received in the Township Office by 10:15 a.m. prevailing time, June 4, 2015. Proposals presented after 10:15 a.m. will not be received or accepted. The proposals will be publicly opened and read at 10:15 a.m. prevailing time, June 4, 2015, and considered for award at the meeting of the North Londonderry Township Board of Supervisors on June 15, 2015, beginning at 7:30 p.m. prevailing time.

The Proposal must be signed by an owner, partner, or in the case of a corporation by the President or Vice President and attested by the Secretary, with the corporate seal affixed thereto. If signed by any other corporate officer, a power-of-attorney must be attached to the bid.

<u>Place of Bid Opening</u>	North Londonderry Twp. Office 655 E. Ridge Road Palmyra, PA 17078 717-838-1373
<u>Time of Bid Opening</u>	June 4, 2015 10:15 a.m.
<u>Insurance Required</u> (Bodily Injury)	\$1,000,000 Each Person \$1,000,000 Each Accident
<u>Property Damage Liability</u> (Automobile)	\$1,000,000 Each Accident \$2,000,000 Aggregate
<u>Property Damage Liability</u> (Except Automobile)	\$1,000,000 Each Accident \$2,000,000 Aggregate
<u>Workers' Compensation</u>	As required by law.
<u>Excess Liability</u>	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

INSTRUCTIONS (Continued)

Environmental Liability

\$5,000,000 Per Occurrence

\$5,000,000 Aggregate

All bids must be marked "**2015 - 2016 LIQUID EMULSION POLYMER**" on outside of envelope.

BIDDERS ARE INVITED TO CONTACT THE TOWNSHIP OFFICE WITH ANY QUESTIONS REGARDING THE BID SPECIFICATIONS.

Bids shall be irrevocable for a period of forty-five (45) days after the bid opening and bidders may not withdraw their bids during that period.

The Township of North Londonderry reserves the right to accept or reject any or all bids and to waive technicalities and informalities in any bid for the best interest of the Township and to consider the competency and responsibility of the bidder in awarding the contract.

NOTE: PLEASE READ ALL ATTACHED PAPERS CAREFULLY. NO CHANGES OR SUBSTITUTIONS SHOULD BE MADE TO THE ORIGINAL BID DOCUMENTS.

PROPOSAL

2015 - 2016 LIQUID EMULSION POLYMER

TO: North Londonderry Township
655 East Ridge Road
Palmyra, PA 17078

Date: June 4, 2015

The undersigned hereby proposes to furnish, and deliver to the Township of North Londonderry, the following, in strict accordance with the items listed and with all permitted taxes deducted, for a period beginning on July 1, 2015 and ending on June 30, 2016 at midnight.

The quantities shown are estimated quantities and shall be used as a guide only for bidding purposes. It shall be understood and agreed that any quantities listed in this proposal are estimated quantities only and may be increased or decreased by the Township for any reason. The actual cost of the material to North Londonderry Township shall be computed from the unit price for the actual amount of material delivered.

Full Tote Loads delivered to:

North Londonderry Township
Wastewater Treatment Plant
980 West Main Street
Annville, PA 17003

Estimated Monthly Usage: 2200 net lb. tote

LIQUID EMULSION POLYMER

Product Name: _____

Producer's Manufacturing Site: _____

Unit Price/2200 lb. tote \$ _____

Basis for Equality:

- a. Should a bidder wish to offer a product other than the one specified herein, certain criteria must be established substantiating as to whether or not the intended substitute meets North Londonderry Township needs and expectations.
- b. Each bidder offering other than that specified must provide a listing of three (3) customers that have used the product bid herein for the purposes of verifying product performance, technical support, and overall supplier performance.

PROPOSAL (Continued)

	<u>CUSTOMER</u>	<u>CITY/STATE</u>	<u>CONTACT</u>	<u>TELEPHONE</u>
1)				
2)				
3)				

c. The bidder offering a substitute must conduct an in-plant trial and provide a study which contains the dosage rate for the substitute product to meet all criteria, needs and expectations of treatment performance prior to the bid opening. All criteria for the trial will be set forth by North Londonderry Township at its sole discretion. This work must be performed by May 29, 2015, prior to the bid opening.

d. Based on the timely submission of the required information and the results from all bench and in-plant trials, North Londonderry Township will be the sole decision maker as to product equality.

	<u>Requested Properties</u>	<u>Proposed Alternate Properties</u>
Product Name	Zetag 8848 FS	_____
Appearance	White, Off-White Liquid	_____
Solids Content	50 %	_____
Specific Gravity	1.05	_____
Solution pH	3.5 - 5.5	_____
Flash Point	>200°F (93°C) Product not combustible	_____
Viscosity of Supplied Product	550cP (I, VT, spindle #2 @ 12rpm)	_____
Stability	Product as Supplied	1 Year _____
	Stock Solution (0.5% - 1.6%)	2 - 5 days _____
	Feed Solution (0.1% - 0.5%)	1 - 3 days _____

- Liquid emulsion must contain water.

PROPOSAL (Continued)

Accompanying this proposal is a certified check or bid bond payable to North Londonderry Township in the amount of ten percent (10%) of the bid, as a proposal guarantee which, it is understood, will be forfeited in the event the contractor is awarded the contract and fails to provide the necessary performance bond, as required.

The municipality may withdraw or reduce the quantity of any item or terminate or reduce the scope of the contract if the unit cost of any item is increased more than ten percent (10%) above the bid.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the date of opening of the bids, or anytime thereafter before this bid is withdrawn, the undersigned will, within fifteen (15) days after the date of such mailing, telegraphing or delivering of such notice, execute and deliver a contract in accordance with specifications and bid as accepted. Along with the contract delivery, the successful bidder shall submit a guaranteed of performance in terms of the contract in the form of a bond or certified check payable to North Londonderry Township in the amount of one hundred percent (100%) of the bid. If a certified check is submitted, it will be forfeited to North Londonderry Township to cover any added costs to the Township in the event it determines by written notice to the contractor that any supply was not available when needed or that its performance was unsatisfactory.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered.

(Company Name & Address)

Telephone

Facsimile

Witness

Bidder **SEAL**

Printed Name

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

(Company Name & Address)

as Principal, hereinafter called the Principal, and

(Surety Company)

a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the Township of North Londonderry, Palmyra, Lebanon County, PA, as Obligee, hereinafter called the Obligee, in the

sum of _____

Dollars (\$ _____), for the payment of which sum will and truly be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a proposal for furnishing and delivering

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

BID BOND (Continued)

Signed and sealed this _____ day of _____, A.D. 2015.

IN THE PRESENCE OF:

Printed Name

Title:

Printed Name

Title:

Principal

Printed Name

Title:

Surety

Title:

SEAL

CONTRACT

THIS CONTRACT AND AGREEMENT entered into this _____ day
of _____ 2015, by and between _____

hereinafter called Vendor and NORTH LONDONDERRY TOWNSHIP, 655 East Ridge Road,
Palmyra, PA.

The Vendor agrees to sell and North Londonderry Township agrees to buy, upon the
terms and conditions hereinafter set forth.

Full Tote Loads delivered to:

North Londonderry Township
Wastewater Treatment Plant
980 West Main Street
Annville, PA 17003

LIQUID EMULSION POLYMER

Product Name: _____

Producer's Manufacturing Site: _____

Unit Price/2200 lb. tote \$ _____

Basis for Equality:

- a. Should a bidder wish to offer a product other than the one specified herein, certain criteria must be established substantiating as to whether or not the intended substitute meets North Londonderry Township needs and expectations.
- b. Each bidder offering other than that specified must provide a listing of three (3) customers that have used the product bid herein for the purposes of verifying product performance, technical support, and overall supplier performance.

CUSTOMER

CITY/STATE

CONTACT

TELEPHONE

- 1) _____
- 2) _____
- 3) _____

CONTRACT (Continued)

c. The bidder offering a substitute must conduct an in-plant trial and provide a study which contains the dosage rate for the substitute product to meet all criteria, needs and expectations of treatment performance prior to the bid opening. All criteria for the trial will be set forth by North Londonderry Township at its sole discretion. This work must be performed by May 29, 2015, prior to the bid opening.

d. Based on the timely submission of the required information and the results from all bench and in-plant trials, North Londonderry Township will be the sole decision maker as to product equality.

	Requested Properties	Proposed Alternate Properties
Product Name	Zetag 8848 FS	_____
Appearance	White, Off-White Liquid	_____
Solids Content	50 %	_____
Specific Gravity	1.05	_____
Solution pH	3.5 - 5.5	_____
Flash Point	>200°F (93°C) Product not combustible	_____
Viscosity of Supplied Product	550cP (I, VT, spindle #2 @ 12rpm)	_____
Stability		
	Product as Supplied	1 Year
	Stock Solution (0.5% - 1.6%)	2 - 5 days
	Feed Solution (0.1% - 0.5%)	1 - 3 days

- Liquid emulsion must contain water.

The municipality may withdraw or reduce the quantity of any item or terminate or reduce the scope of the contract if the unit cost of any item is increased more than ten percent (10%) above the bid.

The above price is delivered to the Township of North Londonderry. The Vendor agrees to furnish the above in strict accordance with the attached specifications, subject to the inspection by the Township of North Londonderry. The Vendor further agrees to furnish the above (delivery) as required. North Londonderry Township agrees to make payment within thirty (30) days after delivery.

CONTRACT (Continued)

This Contract constitutes the entire agreement between the parties hereto, contract period beginning on July 1, 2015, and ending on June 30, 2016 at midnight; and its provisions shall not be changed, except in writing, agreeable to both parties.

IN TESTIMONY WHEREOF, Said parties have hereunto set their hands the day and year above.

VENDOR

North Londonderry Township
PURCHASER

Signature

Chairman

Printed Name

Title:

Attest

Attest

SUPPLY BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called Vendor, and

as Surety, hereinafter called Surety, are held and firmly bound unto NORTH LONDONDERRY TOWNSHIP, 655 East Ridge Road, Palmyra, PA, as Obligee, in the amount of

_____ Dollars (\$ _____),

for the payment whereof Vendor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____
entered into a contract with North Londonderry Township for _____

in accordance with specifications attached, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Vendor shall faithfully perform the contract on his part, and shall fully indemnify and save harmless North Londonderry Township from all costs and damage which North Londonderry Township may suffer by reason of failure so to do and shall fully reimburse and repay North Londonderry Township all outlay and expense which North Londonderry Township may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

SUPPLY BOND (Continued)

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Vendor, a written statement of the particular facts showing the date and nature of such defaults shall be given by North Londonderry Township to the Surety within a reasonable time after such default but in no event exceeding thirty (30) days thereafter, and such statement shall be forwarded by registered mail to the

Surety at _____.

AND PROVIDED FURTHER, that no action, suit or proceeding, except as hereinafter act forth, shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within twelve months after completion of the work mentioned in said contract, whether such work be completed by the Vendor, Surety, or North Londonderry Township; but if there is any maintenance or guarantee period provided in the contract for which said Surety is liable, no action, suit or proceeding for maintenance or guarantee shall be brought after six months from the expiration of the maintenance or guarantee period.

Signed and sealed this _____ day of _____, A.D. 2015.

IN THE PRESENCE OF:

Principal _____ SEAL

Printed Name

Title:

Printed Name

Title:

Printed Name

Title:

Surety

Title:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ of _____
_____, as PRINCIPAL and _____
_____ a corporation incorporated under the laws of the State of
_____ as SURETY, are held and firmly
bound unto the _____
in the full and just sum of _____
(\$ _____), dollars, lawful money of the United States of America, to be paid to the
said _____ or its assigns, to which payment well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above
municipality, hereinafter called Obligee, bearing even date herewith, for Liquid Emulsion
Polymer:

for approximately the sum of _____
(\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden
PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which
may be due by contract or otherwise, to any individual, firm, partnership, association or
corporation, for all material furnished or labor supplied or performed in the prosecution of the
work, whether or not the said material or labor entered into and became component parts of the
work and for rental of the equipment used and services rendered by public utilities in, or in
connection with the prosecution of such work, then this obligation to be void, otherwise to
remain in full force and effect.

PAYMENT BOND (Continued)

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligees herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has not been paid in full therefore, may sue in assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligees shall not be liable for the payment of any costs or expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385, approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligees of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligees or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this _____ day of _____, 2015.

IN THE PRESENCE OF:

_____	_____ SEAL
_____	CONTRACTOR
_____	_____
Printed Name	Printed Name
Title:	Title:
_____	_____
_____	Surety Company
_____	_____
Printed Name	Title:
Title:	

SPECIFICATIONS

LIQUID EMULSION POLYMER

1. Scope:

- a. Bids are solicited with the intent for supply and delivery of high charge high molecular weight, liquid emulsion polymer Zetag 8848 FS or approved equal for the purpose of flocculating wastewater treatment plant sludge solids.
- b. Equality will be based upon its ability to meet the detailed specifications below and is subject to independent laboratory evaluation prior to awarding of contract. Fees associated with this testing must be borne by each individual bidder.

Product Name	Zetag 8848 FS
Appearance	White, Off-White Liquid
Solids Content	50 %
Specific Gravity	1.05
Solution pH	3.5 - 5.5
Flash Point	>200°F (93°C) Product not combustible
Viscosity of Supplied Product	550cP (I, VT, spindle #2 @ 12rpm)
Stability	
Product as Supplied	1 Year
Stock Solution (0.5% - 1.6%)	2 - 5 days
Feed Solution (0.1% - 0.5%)	1 - 3 days

- Cationic liquid emulsion must contain water.

2. Product Performance:

- a. Liquid emulsion polymer bid must have the capability to perform under wide variations in water and sludge characteristics.
- b. Liquid emulsion polymer bid must be non-reactive to chlorine. It must also be effective over a wide temperature and pH range.
- c. The use of the bid cationic liquid emulsion polymer being offered when applied under bidders' recommended dosages must not have a negative effect on other treatment processes.

SPECIFICATIONS (Continued)

d. Liquid emulsion polymer must be easily applied via chemical metering pump after mixing, and aging in the feed system on site.

3. Service:

a. Liquid emulsion polymer must be supplied by an organization certified for ISO 9002 quality standards and from the specific plant or site holding this certification. **A copy of the valid certificate must be included with this bid.** ISO 9002 certification guarantees the buyer consistent conformance to stated product quality standards. A separate and distinct ISO 9002 certificate must be submitted or the bidder will be declared non-responsive, and the bid rejected.

b. Liquid emulsion polymer must be provided in mini bulk, 2,200 net pound minimum tote bins. Estimated Monthly Usage: (1) 2200 net lb. tote.

c. Liquid emulsion polymer must be safe to handle by operating personnel and **a Safety Data Sheet (SDS) must accompany the bid.**

d. Awarded bidder must have a technical support representative intimately familiar with the North Londonderry Township Wastewater Treatment Plant, treatment objectives, and varying raw water characteristics. This representative must live within a 100 mile radius of the plant and be available for assistance within 24 hours of a call. Each bidder must submit the name(s) and resume(s) of its technical representative(s) that will meet this requirement. North Londonderry Township will be the sole decision maker as to whether or not a particular bidder's technical representative(s) will meet this section's requirement.

e. An awarded bidder must supply a Certificate of Analysis (C of A) for each and every load of cationic liquid emulsion polymer. **TYPICAL C OF A WILL NOT BE ACCEPTED. An example C of A must accompany the bid package.** If a C of A is not with the delivery, the supplier may fax one to the plant prior to the delivery. If it is not received, the delivery may be rejected.

f. A pre-bid site inspection **MUST** be carried out to ensure the understanding and intent of this bid. The attached sheet **MUST** be signed by both parties and be made part of this bid package. Failure to provide both signatures prior to the bid opening will result in the bid being ruled non-responsive and rejected.