

UNIVERSITY AREA JOINT AUTHORITY
STATE COLLEGE
CENTRE COUNTY, PENNSYLVANIA

CONTRACT #2008-07

BID, CONTRACT & SPECIFICATIONS FOR
SODIUM HYDROXIDE

NOVEMBER 2008

INVITATION TO BID

Sealed Bids will be received by the University Area Joint Authority in their offices at 1576 Spring Valley Road, State College, Centre County, Pennsylvania, 16801 until 10 AM prevailing time, November 20th, 2008, at which time they will be opened and read aloud. The bids are to be for the purchase of:

1. CONTRACT #2008-07, SODIUM HYDROXIDE

Instructions to Contractors, Specifications and Forms of Contracts may be obtained at the office of the Authority. All Bids shall be on the Bid Form and shall be irrevocable for a period of sixty (60) days after the opening of Bids.

The University Area Joint Authority reserves the right to waive any defects, errors, omissions, mistakes, informalities, to accept any bid or combination of bids that are deemed to be in the best interest of the Authority, and to reject any or all bids.

Please be advised that the University Area Joint Authority will not discriminate against any interested firms or individuals in regard to race, creed, color, sex, age, handicap or national origin in the selection process.

Please contact Diane Cowan at 814-238-5361 between the hours of 8 a.m. and 4 p.m. with questions.

University Area Joint Authority

Cory R. Miller, Executive Director

Dated: NOVEMBER 2008

FORM OF BID

FOR: SODIUM HYDROXIDE

TO: University Area Joint Authority
1576 Spring Valley Road
State College, Pa. 16801

Gentlemen:

Pursuant to and in accordance with your advertisement for bids dated November 2nd and November 5th, 2008 and the Instructions to Contractors relating thereto, the Undersigned having carefully examined the Specifications and other Contract Documents hereby proposes to furnish SODIUM HYDROXIDE in accordance with the Specifications and all Addenda issued by the Owner and mailed to the Undersigned a minimum of three (3) working days prior to the opening of Bids whether received by the undersigned or not, complete, and ready for use, for the price set forth in the following Schedule.

SCHEDULE NO. 1

SODIUM HYDROXIDE

For furnishing SODIUM HYDROXIDE as specified in Section No. 2 of these Specifications, price to be in the form of dollars / gallon:

Exceptions to the Specifications:

CONTRACTOR'S REPRESENTATION

The undersigned hereby represents as follows:

1. That this Bid is made without connection with any person, firm, or corporation making a bid for the same SODIUM HYDROXIDE, and is in all respects fair and without fraud or collusion;
2. That no officer, agent or employee of the University Area Joint Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder; and,
3. That no representation, statement or statements, oral or in writing, has induced them to enter into this contract excepting only those contained in the Contract Documents or made a part hereof by its terms.

The undersigned hereby designates as their office to which any notice of acceptance may be sent. Please provide name, address, phone, fax, email and contact name:

This bid may be withdrawn at any time prior to the scheduled time for opening of bids or any authorized postponement thereof.

WITNESS:

INDIVIDUAL:

WITNESS:

PARTNERSHIP:

By: _____

By: _____

WITNESS:

FIRM OR CORPORATION:

By: _____

If a corporation, give State of Incorporation using the phrase, "A Corporation Organized under the Laws of

_____."

If a partnership, give names of partners, using also, the phrase, "Co-partners trading and doing business under the firm name of

_____."

If an individual, using a trade name, give individual name, using also, the phrase, "An individual doing business under the firm name of

_____."

SECTION NO. 1
INSTRUCTIONS TO CONTRACTORS

1. The attached Specifications set forth for SODIUM HYDROXIDE. Any change, variation or substitution must be clearly stated in the bid.
2. All Contracts must be executed on forms furnished by the Authority.
3. All Bids shall be sealed in an envelope plainly marked "SEALED BID FOR CONTRACT #2008-07" University Area Joint Authority, SODIUM HYDROXIDE.
4. All supplemental instructions will be in the form of written Addenda to the bid and Specifications, which if issued, will be mailed to all prospective Contractors not later than three (3) working days prior to the date fixed for the opening of the bids.
5. The successful Contractor will be responsible for the payment of all Excise, Sales and Use Taxes and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, uses and incidentals which they purchase or use for the purpose of fulfilling the work of this Contract, and they shall include all amounts required for such taxes within the item prices bid in their Bid. No additional payment will be made to cover such taxes. Each Contractor shall thoroughly familiarize themselves before submitting a Bid with all laws requiring the payment of such taxes.

Attention is directed to the fact that under existing provisions of the Pennsylvania 1963 Tax Act for Education and regulations promulgated by the Pennsylvania Department of Revenue, items of tangible personal property used or consumed directly in the rendition of a public utility service (including a sewer system) are exempt from tax under said Act upon proper application for the certificate of exemption. Contractors are further advised that, upon proper application, an Excise Tax Exemption Certificate will be provided to the successful Contractor.

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____ by and between the University Area Joint Authority, hereinafter known as the Owner, Party of the First Part, and _____ a _____, existing under the laws of _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH, that the Parties hereto for the consideration stated mutually agree as follows:

ARTICLE I – SCOPE OF WORK:

The Contractor agrees to furnish the specified SODIUM HYDROXIDE and perform all work necessary for or incidental to, and to perform all other obligations imposed by this contract for the complete work, all in strict accordance with the CONTRACT DOCUMENTS as prepared by the Authority, attached hereto or referred to herein, all of which are made a part of and designated as follows:

- a. Notice to Contractors
- b. Instructions to Contractors
- c. Form of Bid
- d. Specifications for SODIUM HYDROXIDE

ARTICLE II – DISPOSAL OF CONTRACT:

The CONTRACTOR shall keep the CONTRACT under their own control and shall not sell, transfer or assign or otherwise dispose of the CONTRACT or any portion thereof or their right, title or interest herein to any person, firm or corporation without the express written consent of the OWNER.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their proper officers to be affixed hereunto on the day and year first above written.

CONTRACT #2008-07 SODIUM HYDROXIDE

UNIVERSITY AREA JOINT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

CONTRACTOR

By: _____

ATTEST:

**CONTRACT #2008-07
SODIUM HYDROXIDE**

SPECIFICATIONS

The University Area Joint Authority, located at 1576 Spring Valley Road, State College, PA, is accepting bids for the supply of liquid SODIUM HYDROXIDE. SODIUM HYDROXIDE must meet the following specifications:

- 1) Delivery truck must have the ability to unload at a loading dock.
- 2) Bids must include cost of shipping.
- 3) Price Escalation - Requests for price increases may occur after the contract has been in effect for one hundred eighty (180) days and every ninety (90) days thereafter until the expiration of the contract. The vendor shall submit a written request to UAJA at least 30 calendar days before they are to take effect, including backup documentation as to the nature of the increase. Vendor's request should not be reasonably denied. Resultant price adjustments shall become effective upon a mutually acceptable date. Any price decline at the vendor's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.
- 4) Deliver as needed with forty-eight (48) hour notice.
- 5) Cancellation of a scheduled delivery at discretion of University Area Joint Authority with twenty-four (24) hour notice.
- 6) 50% Concentration. Sodium Hydroxide shall be a 50% liquid solution, 12.7 lbs per gallon, and in accordance with AWWA B501.
- 7) 300 gallon plastic tote, bottom discharge.
- 8) Estimated demand for year 2009: 15,000 gallons +/-
- 9) Quotes must be in the form of dollars / gallon.
- 10) Contract period will be from January 1, 2008 through December 31, 2008, with the University Area Joint Authority's option to extend the contract for one year.
- 11) Pricing should be submitted in such a way as to show in detail all costs involved. Expenses not noted in the quote will be subject to non-payment by UAJA.
- 12) UAJA requires product to be delivered in 300 gallon returnable totes, capable of being moved via pallet jack by vendor. Currently there are 2 totes in place. Cost for returnable totes must be clearly noted.