

UNIVERSITY AREA JOINT AUTHORITY
STATE COLLEGE
CENTRE COUNTY, PENNSYLVANIA

CONTRACT #2012-01

BID, CONTRACT & SPECIFICATIONS FOR
GLYCERIN

JANUARY 2012

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 2:00 PM prevailing time, February 8TH, 2012, at which time they will be opened and read aloud. The bids are to be for the purchase of:

1. CONTRACT #2012-01, GLYCERIN

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 Ruth 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: JANUARY 2012

FORM OF BID

FOR: Glycerin

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 January 18th, and January 21st, 2012 and the Instructions to Contractors relating thereto, the Undersigned having carefully examined the Specifications and other Contract Documents hereby proposes to furnish Glycerin 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.

CONTRACT #2012-01

SCHEDULE NO. 1

GLYCERIN

For furnishing Glycerin as specified in Section No. 2 of these Specifications, price to be in the form of dollars / pound of COD:

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 Glycerin, 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 company 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 are set forth for Glycerin. 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 #2012-01, University Area Joint Authority, Glycerin".
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 uses 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 Glycerin 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 GLYCERIN

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 #2012-01 GLYCERIN

UNIVERSITY AREA JOINT AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

CONTRACTOR

By: _____

ATTEST:

SECTION NO. 2 SPECIFICATIONS

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

- 1) Deliver to above address via Tank Truck, 3300 – 4400 gallons/delivery. Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.
- 2) Bids must include cost of shipping.
- 3) Successful Contractor's delivery driver shall be required to check in with Authority personnel prior to off loading chemical into Authority tanks and remain with the delivery during off loading. Driver shall be required to monitor off loading of chemical to ensure no leaks or spills occur and to be capable of immediately responding to any such leaks or spills. Driver shall immediately notify the appropriate Authority site personnel in the event of a leak or spill. Successful Contractor shall be required to furnish all necessary hose and off loading equipment, including air compressor, to transfer product into Authority tank.
- 4) Contractor shall be required to deliver all products within 3 business days of the time the order is placed by the Authority. Contractor must be equipped to accept orders electronically via email. Deliveries to the University Area Joint Authority shall be made Monday through Friday, 8:00 a.m. to 3:00 p.m. ET.
- 5) Cancellation of a scheduled delivery is at the discretion of University Area Joint Authority with twenty-four (24) hour notice.
- 6) Contract period will be one year from award of contract, with the University Area Joint Authority's option to extend the contract in one (1) year increments up to a total of three (3) extensions.
- 7) The estimated quantity for the initial one year contract term is 1,440,000 pounds of COD. The Authority retains the option to increase or decrease quantities based on actual usage. The Authority does not guarantee the purchase of any specific minimum quantities during the initial, or any, term of this agreement. The Authority anticipates that the majority of this quantity will be used from April 1 through November 30.

- 8) The proposed product in each bid shall be 100% soluble in water, non-hazardous, non-flammable, with no toxicity, and shall meet the limits presented below.

Test	Limit	Method
Appearance	Free of suspended, settled, or floating matter	ASTM E2680-09
Purity (% Glycerin, remainder water + minor constituents)	Minimum 70	AOCS Method Ca 14-56 or ASTM D7637 -10
Methanol Content (% by weight)	Less Than 1	ASTM D5501 or EN 14110
Specific Gravity @ 20°C	Minimum 1.15 Maximum 1.30	ASTM D 891-00 or ASTM D 4052-02
Viscosity: cP @ 20°C cP @ 5°C	Maximum 200 Maximum 800	ASTM D445
pH	Minimum 5.0 Maximum 11.0	USEPA SW-846 9045D
COD Concentration (mg/L)	Minimum 800,000	ASTM D1252 (dilution in water)

- 9) In order to demonstrate historical adherence to the above specifications, supplier shall submit as part of their bid response, 4 sets of quality control data, one set that is representative of each calendar quarter of 2011. Quality control data shall include measurements of (1) Chemical Oxygen Demand (COD), (2) specific gravity, (3) viscosity at 20 C (in centipoises), (4) pH, (5) percent methanol by weight.
- 10) In order to demonstrate performance history, supplier shall submit as part of their bid response 2 current municipal users of its product and services. Information shall include plant name, contact name, phone number and e-mail address.
- 11) Material Safety Data Sheets (MSDS) should be submitted with bid response.
- 12) The Authority reserves the right to request a sample of the product offered through this bid. The quantity required for evaluation is the amount needed for analytical testing, no more than one liter. The required sample shall be furnished within 5 business days after notification. Any cost associated with providing this sample shall be borne by the bidder.