

**ALLEGHENY COUNTY SANITARY AUTHORITY
PITTSBURGH, PENNSYLVANIA**

**BID DOCUMENTS
INCLUDING
LEGAL NOTICE
INSTRUCTIONS TO BIDDERS (Article I)
BID FORM (Article II)
SCOPE OF SUPPLY (Article III)
and
FORM OF AGREEMENT (Article IV)
FOR**

**FURNISH AND DELIVER
HYDROCHLORIC ACID**

**CONTRACT NO. 1741
MARCH - 2021**

MEMBERS OF THE BOARD:

**COREY O'CONNOR - CHAIRPERSON
REP. HARRY READSHAW
SYLVIA C. WILSON
SHANNAH THARP-GILLIAM, Ph.D.
JACK SHEA
JOHN WEINSTEIN**

**KIMBERLY KENNEDY, P.E.
DIRECTOR, ENGINEERING & CONSTRUCTION**

**ALLEGHENY COUNTY SANITARY AUTHORITY
PITTSBURGH, PENNSYLVANIA
BID DOCUMENTS**

**For
CONTRACT NO. 1741
FURNISH AND DELIVER
HYDROCHLORIC ACID**

MARCH - 2021

PREPARED FOR ADVERTISEMENT:



**BENJAMIN J. HEILMAN
CONTRACT SUPERVISOR**

APPROVED FOR ADVERTISEMENT:



**KIMBERLY KENNEDY, P.E.
DIRECTOR, ENGINEERING AND CONSTRUCTION**

ALLEGHENY COUNTY SANITARY AUTHORITY
LEGAL NOTICE
CONTRACT NO. 1741

The Allegheny County Sanitary Authority is soliciting Bids for **CONTRACT NO. 1741 - FURNISH AND DELIVER HYDROCHLORIC ACID**. **Bids will be received until 11:00 A.M., Prevailing Time, Wednesday, April 14, 2021** at the office of the Authority, 3300 Preble Avenue, Pittsburgh, PA 15233. The Bids will then be publicly opened and read.

ALCOSAN encourages businesses owned and operated by minorities and women to submit bids on Authority Proposals or to participate as subcontractors or suppliers to the successful bidders. Successful Bidders are to use minority or women's businesses to the fullest extent possible.

The Authority reserves the right to reject any or all Bids, to waive any informality in any Bid and to accept any Bid should it be deemed in the interest of the Authority to do so. **Bid Security in the amount \$1,000.00 is required with each Bid submitted**. The Successful Bidder shall be required to furnish a Performance Bond in the amount of \$10,000.00.

Documents pertaining to the submission of Bids are available at the Engineering Office of the Authority, 3300 Preble Avenue, Pittsburgh, PA 15233. Any questions regarding the Contract Documents should be directed to Benjamin J. Heilman, Contract Supervisor at (412) 734-6204 or Benjamin.Heilman@alcosan.org.

ALLEGHENY COUNTY SANITARY AUTHORITY



Benjamin J. Heilman
Contract Supervisor

March 17, 2021

ARTICLE I

ARTICLE I

INSTRUCTIONS TO BIDDERS

- 1.1 **General.** Separate and sealed Bids for designated **Contract No. 1741, FURNISH AND DELIVER HYDROCHLORIC ACID, for the period June 1, 2021 to May 31, 2022 and for two (2) optional one (1) year extensions from June 1, 2022 to May 31, 2023, and June 1, 2023 to May 31, 2024 provided that each one (1) year extension is mutually acceptable to both parties and in accordance with the conditions of the contract and at the price quoted in the bid. Bids shall be received at the office of the Allegheny County Sanitary Authority, 3300 Preble Avenue, Pittsburgh, PA 15233 until 11:00 A.M., Prevailing time, April 14, 2021 and shall then be publicly opened and read.**
- 1.2 **Definitions.** Wherever the words defined in this Section or pronouns used in their stead occur in the Bid Documents (as defined below) they shall have the following meaning:

Addenda- refers to written or graphic instructions issued by the Authority prior to the opening of bids which clarify, correct or change any of the Bid Documents.

Authority- or where appropriate in context, “**ALCOSAN,**” means the Allegheny County Sanitary Authority, 3300 Preble Avenue, Allegheny County, Pittsburgh, Pennsylvania 15233, or any officer or agent duly authorized (in writing) to act for “**ALCOSAN**” in the execution of this Contract.

Bid- also referred to herein as “**Proposal,**” means the Bid Form included herein as Article II, together with the other Bid Documents, by which the Bidder is to submit or has submitted a Bid for the work contemplated, including any and all supplemental technical information to be supplied or submitted therewith.

Bid Documents- means the full and collective set of documents which form the Bid, including: Legal Notice; Bid Form; Non-Collusion Affidavit if called for; Bid Bond; Instructions to Bidders; Contract Agreement; Performance Bond if called for; Statements of Surety; Scope of Supply; Certificate of Minority and Women's Business Enterprise Participation; all Addenda issued by the Authority prior to the time of opening of Bids, if any; any supplemental information submitted by the Supplier along with its Bid. **The Bidder is encouraged to read all Bid Documents carefully before submitting its Bid.**

Contract- means the Contract Agreement set forth in Article IV of the Bid Documents to be entered into by and between the Authority and the Supplier, which sets forth the terms of the agreement between the Authority and the Supplier and includes the Scope of Supply set forth in Article III hereof; Addenda, if any; and any duly executed changes, modifications and/or amendments to the Contract approved by the Authority and expressly made a part of the Contract Agreement.

Executive Director or Director- means that person holding the position or acting in the capacity of Executive Director of the Authority, acting either directly or through the Director of Engineering and Construction or through properly authorized agents acting within the scope of the particular duties entrusted to them.

Supplier- Refers to the successful Bidder; the Bidder awarded the Contract.

- 1.3 **Submission of Bids. The Bid must be submitted on the Bid Form set forth in Article II of these Bid Documents.** The Bid and other Bid Documents must be submitted intact in the sealed envelope which accompanied this bid package, addressed to the Authority and marked "CONTRACT NO. 1741 - FURNISH AND DELIVER HYDROCHLORIC ACID" with date and time of the Bid Opening. Hand delivered bids are to be delivered to the Authority's Engineering Department.
- 1.4 **Bid Prices.** The prices quoted shall be based upon delivery of **Hydrochloric Acid** to the Authority's storage tanks at its Wastewater Treatment Plant, located at 3300 Preble Avenue, Pittsburgh, PA 15233, as per purchase orders to be issued from time to time by the Authority. All prices quoted in the Bid shall include freight charges from the source of supply to the destination.
- 1.5 **Sales Tax.** The prices quoted should in most cases EXCLUDE Pennsylvania Sales and Use Taxes and Federal Excise Tax inasmuch as the Authority is exempt from such taxes. The Authority shall furnish exemption certificates where applicable. The Bidder is directed to Article IV, Section IV-I for further information.

The Bidder shall be responsible for including in the price bid all other applicable Federal taxes including any Superfund surcharges assessed for the manufacture of the Sodium Bisulfite being furnished. The Authority will not honor any claim by the Supplier for not including all applicable taxes and surcharges in his bid price.

- 1.6 Bid Security/Bonds.** Each bid shall be accompanied by a certified or bank cashier's check payable to the Allegheny County Sanitary Authority, or by Bid Bond in the form attached to the Bid Form (Article II) as Exhibit C with corporate surety satisfactory to the Authority, for not less than **One Thousand Dollars (\$1,000.00)** as security that the Bidder, if awarded a Contract, shall enter into a written Contract with the Authority, in the form hereinafter set forth in Article IV, and shall supply the required Performance Bond in the form attached to the Bid Form (Article II) as Exhibit D. Upon failure of such Bidder to enter into such written Contract and to supply such Performance Bond within ten days (not including Sunday or any legal holiday of the Commonwealth of Pennsylvania) from the date of the mailing of such Contract to such bidder at the address given in the Bid, such defaulting Bidder and its Surety shall be liable to the Authority for the damages sustained by the Authority by reason of such default and in such event the Bidder's liability shall not be limited to the amount of the bid bond or check which accompanied his Bid. If the bid security was a check, such check shall be deposited forthwith, and if the damages are less than the sum deposited, the excess shall be returned to the Bidder.

All Bonds, including the Bid Bond, shall be dully executed by the Supplier as principal and by a corporate surety or sureties approved to do business in the Commonwealth of Pennsylvania and must be satisfactory to the Authority. If the surety on any bond furnished by the Supplier is declared bankrupt, becomes insolvent or its right to do business in Pennsylvania is terminated, or is otherwise unacceptable to Authority, the Supplier shall within ten (10) working days thereafter substitute another bond and surety, both of which must be acceptable to the Authority.

Provisions of the Performance Bond, if one is submitted, shall not limit, in any manner, any liability of the Supplier to Authority.

All alterations, extensions of time, extra and additional work, and other changes to the contract may be made without securing the consent of the surety on the Performance Bond. Such changes shall not, however, alter the surety's responsibility relating to the performance bond.

- 1.7 Qualification of Bidder.** All bidders must be a **recognized Manufacturer, and/or repackager of Hydrochloric Acid** and be qualified to advise in its application and use. The Bidder, at any time requested, must satisfy the Authority that such bidder has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the Contract in accordance with its provisions. The Bidder must be authorized to do business in the Commonwealth of Pennsylvania.
- 1.8 More Than One Bid.** If more than one Bid is offered by any one Bidder in its own name or in the name of its agent, partner, or other person, all Bids submitted by such Bidder may be rejected.

- 1.9 Alterations Of Bids And Documents.** Any alteration, erasure, addition or omission of required information, or any change of the Contract Documents is done at the risk of the Bidder. Should any Bidder change the wording of the language employed in the Contract Documents, including the Bid and accompanying documents, so as to alter, modify or change the language, Technical Specifications, terms or conditions thereof in any degree or manner, the Authority may, at its sole discretion, reject the Bid or accept it with the changes. To be considered by the Authority, any alterations, erasures, the officer, partner or individual who signed the Bid must initiate additions or other changes. The same applies to any letter, printed form or other documents inserted in the Contract documents accompanying the Bid. Any changes must be detailed by the Bidder in its Bid on a separate schedule entitled “Exceptions and deviations to the Contract Documents” and specifically acknowledged and agreed to in writing by the Authority to be binding against the Authority. If the successful bidder shall fail to secure such written agreements, any suggested changes of the successful bidder will be without legal effect or validity and the terms and provisions of the Contract Documents shall control. The successful Bidder shall be legally bound to comply strictly with the provisions of the Contract Documents exactly as accepted by the Authority as described immediately above. In case of a discrepancy or omission or if the Bidder is in doubt as to the meaning of the Bid Documents such bidder should at once notify the Executive Director of the Authority in accordance with **Section 1.13, “Questions Regarding Bid Documents.”**
- 1.10 Acknowledgment of Addenda.** If any Addenda are published for these Bid Documents, the receipt of the Addenda shall be acknowledged by the Bidder by its signing of the Acknowledgment Form included with the Addenda and attaching said Acknowledgment Form to the Bid. Also any Addenda must be signed and faxed to the Authority acknowledging receipt of addenda. Also, the Addenda acknowledged within the Bid shall be listed below the Contract Name on the sealed envelope containing the Bid. Any Bid not acknowledging receipt of Addenda may be rejected by the Authority as being nonresponsive.
- 1.11 Right to Reject or Accept Bids.** The Authority reserves the right to reject any or all bids or to waive any informality in or to accept any bid should it be deemed in the interest of the Authority to do so.
- 1.12 Withdrawal of Bids.** Bids may be withdrawn at any time prior to the designated time for the opening of bids.
- 1.13 Questions Regarding Bid Documents.** Any information given to Bidders other than by means of the Bid Documents or by Addenda as described herein is given informally and shall not be used as a basis of a claim against the Authority or the Executive Director.

To receive consideration any question shall be submitted in writing to the Executive Director at least seven days before the advertised date of receipt of bids.

- 1.14 Delivery.** The **Hydrochloric Acid** shall be delivered to the Authority's Wastewater Treatment Plant within 72 hours of the placing of any order. The quantity delivered at any one time shall be in accordance with the Authority's order. Normal deliveries shall be Monday through Friday, 7:30 a.m. to 3:30 p.m. Seventy-two hour delivery that falls on a Saturday shall also be at the same rate provided in the Bid as Monday through Friday deliveries. Should the **Hydrochloric Acid** be ordered for delivery on a week day but the supplier delivers it on a Saturday, Sunday or Holiday, payment shall be made at the rate provided in the Bid. Delivery during weekends or holidays must be approved in advance by the designated ALCOSAN Operations Personnel.
- 1.15 Non-Collusion Affidavit.** The Bidder is required to certify, inter alia, that there has been no collusion with any other bidder or third party in connection with the bid, all as more fully set forth in the Non-Collusion Affidavit which is attached as Exhibit A to the Bid Form and which must be signed and submitted to the Authority with the Bid.
- 1.16 Minority and Women's Business Enterprise and Labor Surplus Area Policy.** It is the policy of the Authority to award a fair share of Contracts to minority and women's businesses, all as more fully set forth in Exhibit B to the Bid Form. The Bidder is required to complete and submit with its bid the Certificate of Minority and Women's Business Enterprise Participation on page 2 of Exhibit B. **Failure to submit a Certificate of Minority and Women's Business Enterprise Participation and a completed Minority and Women's Business Enterprise Solicitation and Commitment Statement will render any bid nonresponsive and ineligible for consideration.** Further information concerning Minority and Women's Business Enterprise Participation may be obtained from the Authority.
- 1.17 Information to be Furnished with Bid.** Under the terms and conditions of ALCOSAN'S current NPDES Permit, ALCOSAN is required to furnish to the Pennsylvania Department of Environmental Resources monthly summaries of "Chemicals" used or added to process streams. ALCOSAN is requiring that each Bidder submit the following information when submitting their Bid. Failure on the part of Bidders to comply with these requirements may disqualify the Bid.

The following listed requirements are required by the NPDES Permit:

1. Trade name of the additive.
2. Name, address and phone number of chemical additive manufacturer.
3. List of all the ingredients and percent by weight of the additive.
4. Any available data regarding degradation or decomposition of the additive in the system or process.

5. The analytical test method that could be used to verify final out fall concentration and the associated minimum analytical detection level.
6. 96 hour - LC₅₀ bioassay data on the whole product (or active ingredients) for at least one species of freshwater fish (mg/l).
7. The MSDS and any mammalian toxicity data that is available for the whole product (or active ingredients).
8. Certification by the manufacturer that no ingredient in the product is a carcinogen.

ALCOSAN will guarantee the confidentiality of any information designated proprietary or trade secret. ALCOSAN cannot extend this guarantee for the Regulatory Agencies who will have access to it.

The above information is to be submitted in a separate envelope and be attached to the Bid.

1.18 Supplementary Information to be Furnished with the Bid.

The Bidder shall furnish a typical chemical analysis/assay or certificate of analysis for 31% Hydrochloric Acid, Technical Grade, as specified in Article III, Section 3.3 Material. Failure to submit this information with the Bid may result in the rejection of the Bid as being non-responsive.

1.19 Bidding Period Contact. The Bidder is directed to contact Benjamin J. Heilman, Contract Supervisor at Benjamin.Heilman@alcosan.org (email) or (412) 732-6204 (phone) for questions regarding the Contract Documents.

ARTICLE II

ARTICLE II
BID FORM

This Bid is submitted to the Allegheny County Sanitary Authority (the "Authority") for **CONTRACT NO. 1741 - FURNISH AND DELIVER HYDROCHLORIC ACID.**

The **Hydrochloric Acid** is to be delivered to the Authority at its Wastewater Treatment Plant at 3300 Preble Avenue, Pittsburgh, PA 15233.

The undersigned as Bidder, hereinafter referred to as the Supplier or Bidder, declares that the only parties interested in this Bid as principals are named herein; that this Bid is made without collusion with any other person, firm or corporation as evidenced by the signing of the Non-Collusion Affidavit attached hereto as Exhibit A; that no officer or agent of the Authority is directly or indirectly interested in this Bid; that he has carefully examined the accompanying Bid Documents, including the Scope of Supply set forth in Article III; that he proposes and agrees that if this Bid or any part thereof is accepted he shall contract with the Authority, in the language of the Contract Agreement set forth in Article IV, and deliver the above mentioned **Hydrochloric Acid** as specified, in the manner and time required; that he shall take in full payment for this item the following sum to wit:

Item No.	<u>Description and Written Unit Price</u>	<u>Price in Figures</u>
1.	Furnish and Deliver 31% Hydrochloric Acid Solution, Technical Grade, in Tank Truck/Tote quantities as specified in Article III, at the price per pound of: _____ Dollars and _____ Cents.	\$ _____

The Authority reserves the right to reject any or all bids, or to waive any informality in or to accept any bid should it be determined in the interest of the Authority to do so.

All prices must be written in ink or typewritten in both words and figures. In case of a discrepancy between the price written in words and the price written in figures, the price written in words will govern.

The Authority reserves the right to award a **Stand-By Contract** to the second lowest bidder at the Price Bid.

Kindly attach a letter with the information requested in **Section 1.17** of the **Instructions to Bidders**, “**Information to be Furnished with the Bid.**” Additionally, attach the information requested in **Section 1.18**, “Supplementary Information to be Furnished with the Bid.”

If this Bid is accepted by the Authority and the undersigned shall fail to enter into a formal Contract as aforesaid within ten (10) days (not including Sunday or a legal holiday) from the date of the mailing of notice from the Authority to the undersigned, at the address given herewith, that the Contract is ready for signature, then the Authority may procure the required **Hydrochloric Acid** from others, in which event the undersigned shall be liable to the Authority for the difference between the amount specified in this Bid and the amount which the Authority expends to procure such Service from others, and the undersigned agrees that his liability shall not be limited to the amount specified in the Bid Security which accompanies this Bid.

The undersigned Bidder acknowledges that it has read and understands the Authority’s Policy on MBE/WBE Participation set forth in Exhibit B to this Bid Form and further acknowledges that it has submitted herewith an executed Certificate of Minority and Women’s Business Enterprise Participation and a completed MBE/WBE Solicitation and Commitment Statement.

The undersigned Bidder represents and warrants that it is authorized to do business in the Commonwealth of Pennsylvania.

The undersigned Bidder agrees that the Contract, if awarded to him, shall be entered into, under and pursuant to the laws of the Commonwealth of Pennsylvania and shall in all respects be construed in accordance with the laws of said Commonwealth.

IN WITNESS WHEREOF, the undersigned Bidder has executed this Bid on the date set forth below.

Bidder: _____
(Type or print name)

Witness

By: _____
(Signature of authorized signer)

(Type or print name above)

(Type or print name above)

Title: _____
(Type or print title)

Date: _____

EXHIBIT A

EXHIBIT A
TO BID FORM
NON - COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____
of

(Title)

(Name of Firm)

and that I am authorized to make this Affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible for the price(s) and the amount of this bid.

I further state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) My firm's bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____

(Name of Firm)

its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any Jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____
(Name of Firm)

understands and acknowledges that the above representations are material and important, and will be relied on by:

ALLEGHENY COUNTY SANITARY 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:

ALLEGHENY COUNTY SANITARY 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 _____, 2021

(Notary Public)

(My Commission Expires)

EXHIBIT B

EXHIBIT B TO BID FORM
Policy on MBE/WBE Participation

It is the policy of the Allegheny County Sanitary Authority (the “Authority”) to award a fair share of Contracts to minority and women's businesses. This policy supports the statutory requirements of the National Environmental Policy Act, 42 USC 4370d, and its regulatory provisions, 40CFR30.44b. Both the law and the regulation mandate procurement practices under EPA Grant Programs.

The Authority goal is that 10-25 percent of all Contract dollars be awarded to minority or women's business enterprises. The Authority will make every effort to meet that goal in its Contracts as well as encourage that goal among its contractors and their subcontractors.

The Authority uses affirmative steps to assure that minority and women's businesses are used when possible as sources of supplies, equipment, construction and services. The Authority encourages its contractors to take the same measures when recruiting subcontractors. Affirmative steps include the following:

- a) Including minority and women's businesses on solicitation lists and contacting them whenever they are potential sources.
- b) Use of area newspapers that serve minority or women's groups for advertising for contracts when work permits. A statement of this policy shall be included in the ad text.
- c) Use of minority or women's business associations to contact businesses of this type and a list of these organizations is maintained at the Authority.
- d) Dividing total requirements when economically feasible into small tasks or quantities to permit maximum participation of minority and women's businesses.
- e) Establishing delivery schedules when the requirements of the work permit that shall allow these businesses to participate.
- f) Requiring each party to a subagreement to take the affirmative steps listed above.
- g) Procuring goods and services from labor surplus area firms.

Further information may be obtained at the office of the Authority.

**CERTIFICATE OF MINORITY AND WOMEN'S BUSINESS
ENTERPRISE PARTICIPATION**

The undersigned Bidder certifies that it understands and agrees to the minority participation goal applicable to this Contract, and shall strive to expend from ten to twenty-five percent (10-25%) of the total cost of the Contract for minority and women's business enterprise participation.

The undersigned Bidder hereby certifies that it understands that a MBE/WBE Solicitation and Commitment Statement must be submitted as part of its bid at or prior to the time set for the opening of bids, and that the Bidder's failure to submit a completed and signed MBE/WBE Solicitation Form, and Commitment Statement will constitute a non-responsive bid which will be ineligible for consideration.

Failure of the Bidder to comply with these conditions or failure to sign and submit this Certificate with its bid will disqualify the proposal.

Name of Bidder: _____

Signed: _____

Title: _____

Date: _____

**THIS CERTIFICATE MUST BE COMPLETED
AND SUBMITTED WITH THE PROPOSAL.**

ALLEGHENY COUNTY SANITARY AUTHORITY
ALL FORMS MUST BE COMPLETED AND RETURNED TO THE DBE COORDINATOR'S OFFICE
 ATTENTION: RAY MEYER

SOLICITATION AND COMMITMENT STATEMENT						
MINORITY (MBE) AND FEMALE (WBE) OWNED BUSINESS ENTERPRISES						
CONTRACT NO. 1741	NAME OF BIDDER	ADDRESS			PHONE	
List below all MBE/WBE's that were solicited - whether or not a commitment was obtained -- Copy this form as necessary						
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL		COMMITMENT MADE YES (IF YES, GIVE DATE) NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME						
ADDRESS			QUOTE RECEIVED YES NO		AMOUNT COMMITTED DOLLAR AMOUNT \$	
CONTACT PERSON PHONE					PERCENT OF TOTAL BID %	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL		COMMITMENT MADE YES (IF YES, GIVE DATE) NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME						
ADDRESS			QUOTE RECEIVED YES NO		AMOUNT COMMITTED DOLLAR AMOUNT \$	
CONTACT PERSON PHONE					PERCENT OF TOTAL BID %	
<input type="checkbox"/> MBE <input type="checkbox"/> WBE		TYPE OF SUBCONTRACT WORK OR MATERIALS	DATE SOLICITED BY PHONE BY MAIL		COMMITMENT MADE YES (IF YES, GIVE DATE) NO	GIVE REASON(S) IF NO COMMITMENT MADE
COMPANY NAME						
ADDRESS			QUOTE RECEIVED YES NO		AMOUNT COMMITTED DOLLAR AMOUNT \$	
CONTACT PERSON PHONE					PERCENT OF TOTAL BID %	

Prepared by: _____ Title: _____ Phone: _____

NOTE: It is recommended that Certification and letters of intent for each MBE/WBE commitment accompany this Solicitation and Commitment Statement.

MBE/WBE SOLICITATION AND COMMITMENT STATEMENT

Additional Information

NOTE: Each Sheet Must Be Returned

The bidder presents the following as additional and supplemental information to its MBE/WBE Solicitation and Commitment Statement

Prepared by: _____ Title: _____ Phone _____

Web sites that provide a list of certified MBE/WBE companies:

www.paucp.com

Ray Meyer
ALCOSAN DBE Coordinator
(412) 734-8737

EXHIBIT C

EXHIBIT C
TO BID FORM
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____,
_____, as Principal,
and _____, as Surety, are
held and firmly bound unto the Allegheny County Sanitary Authority, herein called the
“Authority”, its attorneys, successors or assigns in the sum of **One Thousand Dollars**
(\$1,000.00) lawful money of the United States, for payment of which sum well and truly to be
made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____,
_____, 2021 for **FURNISH AND DELIVER HYDROCHLORIC
ACID, CONTRACT NO. 1741.**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that (1) if
the Principal shall not withdraw said bid within the period authorized in the Instructions to
Bidders, and shall within the period therein specified therefor enter into a written contract with
the Authority in accordance with the bid as required, for the faithful performance of such
contract and for the payment of labor and materials, or (2) in the event of the unauthorized
withdrawal of said bid, or the failure to enter into such Contract and give such bonds within the
time specified, if the Principal shall pay the Authority the difference between the amount
specified in said bid and the amount for which the Authority may procure the required work or
supplies or both, if the latter amount be in excess of former, then, in either such case, the above
obligation shall become void and of no effect; otherwise it shall remain in full force and effect.

Said Surety, for value received, hereby stipulates and agrees that the obligation of said
Surety under this Bond shall in no way be impaired or affected by an extension of the time
within which said bid may be accepted and said Surety does hereby waive notice of any such
extension.

Said Surety agrees that its liability hereunder shall be absolute regardless of any liability
of the Principal hereunder whether by reason of any irregular or unauthorized execution of or
failure to execute this Bond or otherwise.

This Bond is entered into, under and pursuant to the laws of the Commonwealth of Pennsylvania and shall in all respects be construed in accordance with the laws of said Commonwealth.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, **2021** the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SURETY COMPLETE THIS PAGE)

(Corporate Surety)

(Street Address)

(City, State and Zip Code)

ATTEST:

By: _____ *

(Signature)

(Title)

Date: _____, 2021

(AFFIX CORPORATE SEAL)

- If this Bond is executed for the Surety by an Attorney-in-Fact, (rather than by the Surety's President or Vice President), there must be attached to this Bond a currently certified copy of his power of attorney to sign such bonds.

(BIDDER/PRINCIPAL COMPLETE THIS PAGE)

ATTEST:

(Name of Bidder)

(Signature of Certifying Officer)

(Signature of Authorized Officer)

Date: _____, 2021

(Typed name of Authorized Officer)

(AFFIX CORPORATE SEAL)

EXHIBIT D

EXHIBIT D
TO BID FORM
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, as Principal and

_____, as

Surety are held and firmly bound unto Allegheny County Sanitary Authority, hereinafter called the "Authority", its attorneys, successors or assigns, in the sum of **Ten Thousand Dollars (\$10,000.00)**, lawful money of the United States, for the payment of which we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a Contract with the Authority, dated _____, **2021** being Allegheny County Sanitary Authority, **CONTRACT NO. 1741** for **FURNISH AND DELIVER HYDROCHLORIC ACID** (herein called the Contract), which Contract, together with all related Contract Documents, shall be deemed a part hereof as fully as if set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform and keep all undertakings agreed by him to be performed and kept at the time and in the manner provided in the Contract and related Contract Documents, as the same may from time to time be amended or altered and in accordance with the Contract Documents, shall indemnify and save harmless the Authority, its officer, agents and employees from any and all cost, damage, liens and demands by reason of the manner in which such undertakings are performed or kept, then this obligation shall become void and of no effect; otherwise it shall remain in full force and effect.

It is further agreed that any change, extension of time, alteration, deduction or addition in, from or to the terms of the Contract or Contract Documents or in, from or to the work to be performed or materials to be furnished thereunder and any forbearance by the Authority or the Principal to the other shall not in any way release the Principal or the Surety from his or its liability hereunder. The Surety does hereby waive notice of any such change, extension, alteration, deduction, addition or forbearance.

It is further agreed that in case of default and/or any action arising out of rights and liabilities secured by this obligation, any party thereto or any person claiming by or through either may use for the purpose of establishing his, its or their claim a copy of this obligation certified by the Authority and the action or actions, if any, arising on the within obligation, shall not be a bar to any subsequent action that may arise through any liability incurred in any other action therein or based upon any other part of this obligation.

It is hereby further stipulated and agreed that if the Principal is a non-Pennsylvania corporation, neither the Principal nor the Surety shall be discharged from liability on this Bond, nor the Bond surrendered until such Principal files with the Authority a certificate from the Pennsylvania Department of Revenue, evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation contributions, penalties and interest due the Commonwealth of Pennsylvania from the said Principal, or any non-Pennsylvania corporation, subcontractor thereunder, or for which liability has accrued but the time for payment has not arrived, as required by the Act of June 10, 1947, P.L. 493, 8 P.S. sec 23, or as amended or superseded.

Said Surety agrees that its liability hereunder shall be absolute regardless of any liability of the Principal hereunder whether by reason or any irregular or unauthorized execution of or failure to execute this Bond or otherwise.

This Bond is entered into, under the pursuant to the laws of the Commonwealth of Pennsylvania and shall in all respects be construed in accordance with the laws of said Commonwealth.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals this _____ day of _____, 2021 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(SURETY COMPLETE THIS PAGE)

(Corporate Surety)

(Street Address)

(City, State and Zip Code)

By: _____
(Signature) *

ATTEST:

(Title)

Date: _____, 2021

(AFFIX CORPORATE SEAL)

* If this Bond is executed for the Surety by an Attorney-in-Fact, (rather than by the Surety's President or Vice President), there must be attached to this Bond a currently certified copy of his power of attorney to sign such bonds.

(CORPORATION COMPLETE THIS PAGE)

_____ is a corporation
organized and existing under the laws of _____ with principal
place of business at _____
(Street Address)

(City) (State and Zip Code)

and, if a non-Pennsylvania corporation has/has not been granted a certificate of authority to do
business in Pennsylvania, as required by the Pennsylvania Business Corporation Law, approved
May 5, 1933, P.L. 364, as amended, 15 P.S. sec. 2852-1 et seq.

ATTEST:

(Name of Corporation)

(Signature of Certifying Officer)

(Signature of Authorized Officer)

Date: _____, 2021

(Typed name of Authorized Officer)

(AFFIX CORPORATE SEAL)

(This document must be executed in the correct corporate name by authorized representatives of
the Corporation. If the executing parties are other than the President, Vice President, Secretary
or Treasurer, there must be attached certified copies of resolutions by the governing body of the
corporation granting the signing parties that authority.)

STATEMENT OF SURETY COMPANY

In accordance with the provisions of **CONTRACT NO. 1741 - FURNISH AND DELIVER HYDROCHLORIC ACID** dated _____ **2021**, by and between the **ALLEGHENY COUNTY SANITARY AUTHORITY** and _____, the Contractor, the **SURETY ON THE PERFORMANCE BOND** of the said Contractor, after a careful examination satisfied this company that all claims for labor and materials have been satisfactorily settled, hereby approves of the final payment to the said, _____ Contractor, and by these presents witnesseth that payment to the Contractor of the final estimate shall not relieve the Surety Company of any of its obligations to the Allegheny County Sanitary Authority as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this _____ day of _____, 20__.

ATTEST:

Secretary

(Surety Company)

By: _____
President

(AFFIX CORPORATE SEAL)

NOTE: If this statement is executed for the Surety by an Attorney-in-Fact (rather than by the Surety's President or Vice President) there must be attached to this statement a currently certified copy of his power of attorney to sign such statements.

ARTICLE III

ARTICLE III
SCOPE OF SUPPLY

- 3.1 **Scope.** The Supplier(s) under this Contract, shall **Furnish and Deliver a 31% Hydrochloric Acid Solution for the period June 1, 2021 to May 31, 2022 and for two (2) optional one (1) year extensions from June 1, 2022 to May 31, 2023, and June 1, 2023 to May 31, 2024** providing that the one year optional extensions are mutually acceptable to both parties, and in accordance with the terms and conditions of the Contract, and at the price quoted in the Bid.

The Authority shall use a **31% Hydrochloric Acid** solution in the operation of its packed Tower Odor Control Scrubber Systems.

Hydrochloric Acid shall be delivered in small bulk quantities and unloaded into storage tanks located at the Authority's Scrubber System chemical storage areas in quantities required and of a quality at least equal to that specified herein. These storage tanks are located at the Authority's Wastewater Treatment Plant at 3300 Preble Avenue, Pittsburgh, PA 15233.

- 3.2 **Quantity.** The Authority makes no guarantee of the quantity of **Hydrochloric Acid** to be used during the Contract period. The quantities required shall be based on plant operating conditions; however, a usage of 20,000 to 30,000 gallons per year is estimated.

The quantity of **Hydrochloric Acid** delivered at any one time shall be in small bulk quantities of approximately 300 to 900 gallons.

- 3.3 **Material.** The Authority shall utilize a **31% Hydrochloric Acid** as a cleaning agent for the packed tower Odor Control scrubber units. The **31% Hydrochloric Acid** solution shall have the following characteristics:

Properties:

Specifications:

- | | |
|------------------------------|--------------------------|
| • Baume at 60° F | 20° Baume |
| • Strength, wt % as HCl | 31.0% Min. (wt. %) |
| • Iron (Fe) | 10.0 ppm by wt. (max.) |
| • Color (APHA units) | 40 units (max.) |
| • Appearance | Clear to slightly yellow |
| • Specific Gravity @ 60° F | 1.16 – 1.19 |
| • Density at 60° F (lbs/gal) | 9.6 lbs/gal, approx. |
| • Molecular Weight | 36.46 |
| • Grade | Technical |

- | | |
|--------------------|--------------------|
| • DOT Hazard Class | Corrosive Material |
| • UN Number | UN 1789 |
| • CAS Number | 7647-01-0 |

A copy of a chemical analysis showing maximum, minimum and typical component values of 31% Hydrochloric Acid, Technical Grade, shall be submitted with the Bid (reference Article 1, Section 1.18) to verify compliance with these specifications.

- 3.4 Shipping.** The **Hydrochloric Acid** shall be shipped to the Authority in pump-off totes/tanks or tank truck trailers that have been inspected and approved by all pertinent regulatory agencies for transportation and application of this material. All equipment, valves, hoses and connecting piping on the tank truck trailers and totes shall be in safe operating condition upon arrival for delivery. The Supplier shall be responsible for unloading the material and conveying it (by pumping or air unloading) into the Authority's **three (3), 475 Gallon Storage Tanks.** The Supplier shall be responsible for furnishing all equipment, valves, hoses and connecting piping necessary to unload the material. The Haulers shall possess all the necessary licenses for transportation of bulk liquids. Drivers shall be trained, licensed and qualified to handle transportation emergencies should they arise.

The **Hydrochloric Acid** shall be shipped in bulk volumes of approximately 300 to 900 gallons. One (1), two (2) inch male quick disconnect fittings is provided at each of the Authority's three (3) Odor Control Facilities for unloading the **Hydrochloric Acid.**

- 3.5 Inspection and Testing.** The Authority reserves the right to have any shipment of **Hydrochloric Acid** inspected, tested and analyzed at any time after delivery, either in its own laboratory or by an independent laboratory. If the **Hydrochloric Acid** does not meet the requirements of Section 3.3 Material of these Specifications, the cost of such tests shall be borne by the Supplier and if any of the Authority's facilities are damaged as a result of impurities in the **Hydrochloric Acid**, the Supplier shall reimburse the Authority for the cost of any repairs, maintenance, or replacement parts.
- 3.6 Rejection.** If any shipment of **Hydrochloric Acid** is proven to be below the quality required by these Specifications, the Authority reserves the right to reject that shipment. The rejected material shall be removed by the Supplier at the Supplier's expense. The Supplier shall then replace the rejected material with satisfactory material, or credit the Authority with full delivered price of the rejected material.
- 3.7 Right to Purchase on the Open Market.** If at any time the Contractor cannot supply the Authority with **Hydrochloric Acid**, the Authority reserves the right to purchase the needed quantities of **Hydrochloric Acid** on the open market.

- 3.8 Deliveries.** The **Hydrochloric Acid** shall be delivered to the Authority's Wastewater Treatment Plant in Pittsburgh, PA in accordance with Section 3.4 Shipping, and Section 3.2 Quantity. **Hydrochloric Acid** shall be delivered within seventy-two (72) hours after telephone or written notice to the Supplier, except as otherwise permitted by the Authority.

Deliveries of Hydrochloric Acid may include unloading of Hydrochloric Acid into storage tanks in up to three (3) separate locations at the ALCOSAN facility during any one delivery. This shall involve coupling and uncoupling the truck unloading line and moving the delivery vehicle to each storage tank facility.

The Authority's Operations personnel shall direct the drivers delivering **Hydrochloric Acid** to the appropriate pipe connections for unloading. Drivers delivering **Hydrochloric Acid** to the Authority must remain with the delivery vehicle during unloading to ensure proper and safe unloading of the **Hydrochloric Acid** into the storage tanks.

- 3.9 Payment.** Payment shall be made at the Contract price per pound of **Hydrochloric Acid** solution. The price Bid per pound shall include all freight, delivery, and unloading charges. Payment shall be made within 45 days of receipt of an invoice from the Supplier. A certified ALCOSAN scale ticket showing gross, tare, and net weights for the load must be included with the invoice. See Article IV, Section III-B Payment for complete information regarding the procedures for payment of **Hydrochloric Acid** delivered to the Authority.
- 3.10 Product Certification.** Every shipment of **Hydrochloric Acid** solution shall be sampled and analyzed by the Supplier. The results of the analysis shall be certified and submitted to the Authority as a basis for payment. The certificate shall state the identification number of the truck, date of shipment, net weight of product shipped, and concentration of **Hydrochloric Acid** (31%) and other components on a solution basis as specified in Section 3.3 Material.
- 3.11 Material Safety Data Sheet.** The Supplier must furnish two (2) copies of Material Safety Data Sheets, with all items filled in, prior to delivery of the first load of **Hydrochloric Acid**. One copy of the MSDS is to be sent to the Manager of Operations, Mr. John Regan, and the other copy is to be sent to the Manager of Loss Control, Ms. Lisa Cortazzo, at 3300 Preble Avenue, Pittsburgh, PA 15233-1092. In addition, the Supplier is to notify the Authority in writing of the general composition of the **Hydrochloric Acid** solution and the measures that are required for proper treatment in case of an accident. First aid or other medical treatment procedures for this material are to be included. This information must be furnished prior to the delivery of any **Hydrochloric Acid**.
- 3.12 Termination of Contract.** The Authority reserves the right to terminate this contract if the materials furnished do not comply with the information required to

be submitted with the Bid (Article I – Section 1.17), or if the material being furnished does not comply with the requirements of any regulatory agency.

In addition, the Authority may cancel this Contract upon fifteen (15) days notice in writing should the **Hydrochloric Acid** for any reason prove unsatisfactory for the purpose intended.

3.13 Contact Person. The Supplier shall be required to submit to the Authority after award of the Contract the names and phone numbers of contact persons in the organization whom the Authority can contact regarding the ordering and delivering of **Hydrochloric Acid**, and any technical questions regarding the material.

3.14 Supplier To Investigate Facilities. Following award of Contract and prior to the first delivery of **Hydrochloric Acid**, the Supplier shall inspect the chemical unloading facility to familiarize itself with the location of the Authority’s storage tanks, and to verify tank capacities and nozzle connection sizes.

3.15 Storage Tank Information. The following table lists the information for the **Hydrochloric Acid** storage tanks at the three (3) Odor Control Facilities at the Authority’s plant site.

Facility	Tank Tag Number	Tank Diameter	Tank Sidewall Height	Nozzles for Delivery	Nominal Tank Capacity*	Useable Tank Capacity**
Area 402 Solids Handling Odor Control Chemical Bldg.	TAS001-402	4 ft.	5 ft.	2-inch	475 Gal.	300 Gal. (approx.)
Area 420 Headworks Odor Control Chemical Bldg.	TAS001-420	4 ft.	5 ft.	2-inch	475 Gal.	300 Gal. (approx.)
Area 720 Primary Odor Control Chemical Bldg.	TAS001-720	4 ft.	5 ft.	2-inch	475 Gal.	250 Gal. (approx.)

*Nominal Tank Capacity – Theoretical maximum tank capacity (without deducting for high-high and low-low tank fill level setpoints)

**Useable Tank Capacity – Volume of product in the tank that is between the low-low level setpoint and the high-high level setpoint.

ARTICLE IV

ARTICLE IV
CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, **2021** by and between the Allegheny County Sanitary Authority, having its address at 3300 Preble Avenue, Pittsburgh, Pennsylvania 15233 (hereinafter referred to as the "Authority") and _____, having an office at _____ (hereinafter referred to as "Supplier").

WHEREAS, the Authority is a body politic and corporate, created pursuant to the Municipality Authorities Act of 1945;

WHEREAS, the Authority, pursuant to authority vested in it by Acts of Assembly of the Commonwealth of Pennsylvania, did by advertisement heretofore made in accordance with the provisions of said Acts (the "Advertisement"), request bids for **CONTRACT NO. 1741 - FURNISH AND DELIVER HYDROCHLORIC ACID**, to be furnished, together with such incidental labor and services as may be required, in accordance with this Agreement and the Scope of Supply set forth in ARTICLE III of the Bid Documents and any Addenda thereto, which are incorporated by reference herein and made a part hereof (collectively the "Goods");

WHEREAS, in accordance with the Advertisement, the Supplier submitted a Bid to furnish the Goods in accordance with this Agreement for the price which was set forth in the Bid as follows:

<u>Item No.</u>	<u>Description and Written Unit Price</u>	<u>Price in Figures</u>
1.	Furnish and Deliver 31% Hydrochloric Acid Solution, Technical Grade, in Tank Truck/Tote quantities as specified in Article III, at the price per pound of: _____ Dollars and _____ Cents.	\$ _____

WHEREAS, the Authority desires to purchase the Goods from Supplier in accordance with this Agreement; and

WHEREAS, the Supplier desires to furnish the Goods to the Authority in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits that will accrue to the parties hereto in carrying out the terms of this Agreement and intending to be legally bound hereby, it is mutually understood and agreed as follows:

I. GENERAL DUTIES OF SUPPLIER

- A. The Supplier shall furnish the Goods in the quantities and in accordance with time for delivery set forth in Article III of the Bid Documents. Time is of the essence of this Agreement. Delivery shall be FOB the Authority's Plant at the address written above.
- B. The Supplier shall be responsible for the quality and timely delivery of the Goods and the professional quality, technical skill, and timely completion of all services furnished by the Supplier under this Agreement.
- C. The Authority will cooperate with the Supplier in the performance by the Supplier of its duties and obligations hereunder, including, without limitation, providing the Supplier with timely access to data, information, facilities and personnel of the Authority. The Authority will be responsible for the performance of its employees and agents
- D. The relationship of the Supplier to the Authority will be that of an independent contractor. No employer/employee relationships shall be deemed to be established and the Supplier, its agents, subcontractors, and employees shall be independent contractors at all times. Neither party will act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create an obligation on behalf of, or in the name of, the other.
- E.
 - 1. The Supplier designates _____, as its Contract Manager. The Contract Manager is authorized to act on behalf of the Supplier with respect to its performance under this Agreement. If Supplier changes its Contract Manager, the Supplier shall designate a new representative suitable to the Authority.
 - 2. A representative of the Supplier shall attend all meetings that are reasonably necessary to facilitate the Contract. In addition, the Supplier shall attend all meetings of the Authority Board where the Supplier is informed that the Goods are on the meeting agenda to be discussed and the Supplier's attendance is reasonably necessary.

- F. **John Regan**, the Authority's **Operations Manager**, shall act as the Authority's representative with respect to this Agreement. The Authority's **Contract Supervisor, Benjamin J. Heilman** shall have the authority to the extent authorized by the Authority's Policies and Procedures to exercise the rights and responsibilities of the Authority provided in this Agreement.

II. TERM OF AGREEMENT

Subject to Article VII hereof pertaining to Termination, the initial period of this Agreement shall be **One Year, (12 months) from June 1, 2021 to May 31, 2022** with the option of two (2) one (1) year extensions from commencement of performance.

III. PAYMENT

- A. The Authority will pay the Supplier for the Goods the amount of _____ Dollars (\$ _____) per pound of 31% Hydrochloric Acid Solution, Technical Grade.
- B. The Supplier will invoice the Authority at the end of each month in which Goods are furnished in accordance with this Agreement. Each invoice will state clearly: **Quantity Delivered** (a certified ALCOSAN scale ticket showing gross, tare, and net weights for the Hydrochloric Acid load must be included with the invoice or with the bill of lading) **Date and Time Delivered, Contract Number** and will include and all other documentation required under this Agreement. Such invoices will be payable by the Authority promptly following the Authority Board Meeting approving the invoice, but in no event more than Forty-Five (45) days from the date of the invoice. The Authority's obligations that have accrued prior to the effective date of any termination or expiration of this Agreement will continue in full force and effect notwithstanding the termination or expiration of this Agreement and whether or not an invoice has been rendered with respect thereto.
- C. The Authority's payment for any of the Goods shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- D. The Authority shall be entitled to withhold payment in an amount sufficient to cover any expense, loss or damage incurred by the Authority as a result of any breach of this Agreement by the Supplier.

IV. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR

Supplier represents, warrants and covenants to and with the Authority as follows:

- A. Corporate Status. Supplier is a _____ corporation, validly existing and in good standing under the laws of _____ and is qualified to do business in the Commonwealth of Pennsylvania.
- B. Power and Authorization. Supplier has the power and authority to execute, deliver, perform and take all actions contemplated by this Agreement, and all such action has been duly and validly authorized by all necessary proceedings on its part.
- C. Execution and Binding Effect. This Agreement has been duly and validly executed and delivered by Supplier. This Agreement constitutes the legal, valid and binding obligation of Supplier, enforceable against Supplier in accordance with its terms.
- D. Familiarity with Applicable Laws and Services. Prior to the execution and delivery of this Agreement, Supplier has reviewed and is familiar with all federal, state, local or other laws, regulations, ordinances, rules, orders or other requirements governing or relating in any way to the performance and provision of the Services. Supplier has had an opportunity to meet with representatives of the Authority and to ask questions and discuss the Scope of Services to be furnished under this Agreement. All such questions have been answered to the satisfaction of the Supplier.
- E. Compliance with Laws. In furnishing the Goods under this Agreement, Supplier shall comply with, and its performance shall be in accord with, such standards as may be imposed by law and the rules, regulations, permits and other requirements of all federal, state and local governmental and regulatory or supervisory authorities having jurisdiction over the performance and provision of the Services, including without limitation the EPA and PADEP (collectively, "Governmental Authorities"). Supplier shall also comply with any provisions, representations or agreements, or contractual clauses required thereby, to be included or incorporated by reference or operation of law in this Agreement and dealing with Equal Employment Opportunity, Employment of Veterans, Employment of the Handicapped, Employment Discrimination Because of Age, Utilization of Disadvantaged Business Enterprises, and the related Acts and Executive Orders that are now in existence or as they may hereafter be amended, supplemented, enacted, issued, modified or codified. From time to time, at the Authority's request, Supplier shall provide certificates to the Authority relating to compliance with any applicable legal requirements, in each case in form and substance satisfactory to the Authority.

- F. Compliance with Safety and Health Laws; Supplier's Employees. While on the Plant Property, Supplier and its employees shall comply with all applicable safety and health laws, regulations and ordinances and with the safety, health and plant regulations of the Authority. Upon request of the Authority and at no cost or expense to the Authority, Supplier shall promptly remove from the Plant Property any person under the control of Supplier who violates any of the aforesaid safety, health or plant laws, regulations, ordinances or rules, who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to the Authority.
- G. Precautions Against Personal Injury and Property Damage. Supplier shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property in connection with the furnishing of the Goods and, except to the extent that any such injury or damage is due solely and directly to the Authority's willful misconduct, shall defend and indemnify the Authority against any claim which may result in any way from any act or omission of the Supplier, its agents, employees or subcontractors.
- H. Warranty As To Quality of the Goods. Supplier expressly warrants that the Goods and any services to be furnished under this Agreement shall conform to the Authority's specifications and shall in all respects be of first quality and free from defects in material, design and workmanship. Supplier hereby further warrants that the Goods are merchantable and fit for their intended purpose. The Supplier further agrees that it shall correct, repair and/or replace promptly, without charge, all workmanship, materials, equipment or goods furnished under this Agreement that fail to meet the above standard or are otherwise defective.

Nothing herein shall limit the Authority's right to seek recovery for latent defects which are not observed during the warranty period. The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy provided by law. The Supplier will be responsible for ensuring that all third party warranties flow through to the Authority and will enforce all such warranties for the benefit of the Authority. Any attempt by Supplier to limit, disclaim or restrict any warranties or any remedies of the Authority, by acknowledgment or as part of the Bid or otherwise, shall be null, void and ineffective without the Authority's prior written consent.

- I. Sales and Use Taxes. The Authority renders a public utility service, i.e., sewage treatment. The Pennsylvania sales and use tax law provides, in part, that a contractor or subcontractor's purchase of "equipment, machinery or parts thereof" which are "directly used in rendering [a public utility] service" are exempt from Pennsylvania sales tax. Section 204(k)(8)(C) of the Tax Reform Code of 1971, Act of March 4, 1971, P.L.6, as amended (the "Act"). See Pennsylvania Department of Revenue Regulation 61 Pa. Code §31.13(b). Accordingly, the Authority shall issue to Contractor one or more exemption certificates so that Contractor may avail itself of the said sales and use tax exemption.

Notwithstanding the foregoing, the Authority makes no representation or warranty regarding the applicability of the exemption with respect to any particular purchase of property by Supplier in connection with the Agreement. The Supplier shall remain responsible for the full amount of sales and use tax, including interest and penalty, applicable to its performance under this Agreement and required to be paid pursuant to Section 204 of the Act and Pennsylvania and local law. The Supplier represents that it is familiar with the Pennsylvania and local sales and use tax law, regulations and rulings applicable to construction contracts including Pennsylvania Department of Revenue Regulations 61 Pa. Code §§ 31.11, Construction Contractors-Definitions, 31.12, Construction Contractor-Imposition of Tax, and 31.13, Construction Contractors-Claim for Exemptions.

The Supplier shall be responsible for determining which materials and equipment it believes are entitled to exemption from sales and use tax. The Authority shall not be obligated to issue any exemption certificate if it believes an exemption is not applicable. Such decision by the Authority shall not entitle the Supplier to a change in the contract amount.

V. INSURANCE

Without limiting any of the other obligations or liabilities of the Supplier, if performance of this Agreement requires the Supplier to enter upon the premises of the Authority for any reason, the Supplier shall, at its own expense, provide and maintain in force, until all of its obligations to be performed under this Agreement have been completed (or for such duration as is otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all of the Suppliers employees in compliance with, and in the limits prescribed by, the "Worker's Compensation Law" of the Commonwealth of Pennsylvania and all applicable federal laws.
2. Commercial General Liability with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, plus excess umbrella protection up to Five Million Dollars (\$5,000,000) for the same. Such coverage shall include:
 - A. Premises and/or Operations
 - B. Independent Contractors
 - C. Products and Completed Operations
 - D. Broad Form Property Damage
 - E. Contractual Coverage Applicable to this Specific Agreement

3. Business Automobile Liability with a limit of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability plus excess liability umbrella protection described in subparagraph 2B. above. Such coverage shall include:
 - A. Owned Vehicles
 - B. Hired and Non-Owned Vehicles
 - C. Employers' Non-Ownership
4. Upon the Authority's written request, the Supplier shall provide to the Authority Certificates of Insurance evidencing to the satisfaction of the Authority, the insurance coverage specified in the foregoing subparagraphs 1., 2. And 3. Such certificates shall provide that should such insurance be canceled, the issuing company shall provide thirty days prior written notice to the Authority. The Authority shall be a named additional insured as to Supplier liability on policies referenced in subparagraph 2.
5. If the initial insurance policies required by this Agreement expire prior to the expiration or termination of this Agreement, renewal Certificates of Insurance of policies shall be furnished within ten (10) days of the date of their expiration.
6. The Supplier's insurance, including that applicable to the Authority as a Named Additional Insured, shall apply on a primary basis with respect to performance of services under this Agreement.

VI. SURETY BONDS

Performance Bond. The Supplier shall furnish a performance bond in form and substance satisfactory to the Authority in the amount of **Ten Thousand Dollars (\$10,000.00)** said bond to be conditioned upon the full and faithful performance of its obligations under this Agreement.

VII. TERMINATION

The Authority shall have the right to terminate this Agreement for convenience at any time by giving fifteen (15) calendar days written notice to the Supplier. In the event the Agreement is terminated for convenience by the Authority, the Supplier shall be compensated for the Goods provided up to the date of termination, but the Authority shall have no further liability in connection with such termination.

VIII. INDEMNIFICATION

- A. Indemnification of The Authority by Supplier. Supplier shall indemnify, defend and hold the Authority, and its officers, directors, employees and agents (collectively, the "Indemnitees"), harmless from and against any and all damages, claims, losses, expenses, costs (including without limitation remediation costs), obligations, penalties, fines and liabilities including without limitation liabilities for reasonable attorneys' fees and expenses (collectively, "Loss and Expense"), suffered by an Indemnitee by reason of, or arising out of, (i) any breach of any representation, warranty or covenant made by Supplier pursuant to this Agreement, (ii) any failure by Supplier to perform or fulfill any of its covenants or agreements set forth in this Agreement, (iii) any litigation, proceeding or claim by any third party, including without limitation any Governmental Authorities, relating in any way to the obligations of Supplier under this Agreement or (iv) any failure of the Supplier to comply with any applicable laws, rules, requirements, regulations or permits. Such obligation to indemnify shall not apply where the Loss and Expense is due solely and directly to the willful misconduct of an Indemnitee.
- B. Procedure for Indemnification. If an Indemnitee believes that it has suffered or incurred any Loss and Expense, such Indemnitee shall notify Supplier promptly in writing describing such Loss and Expense, the amount thereof, if known, and the method of computation of such Loss and Expense, all with reasonable particularity. If any action at law, suit or proceeding in equity is instituted by a third party, including any Governmental Authority, with respect to which any Indemnitee intends to claim any liability or expense as Loss and Expense under this Article IX, such Indemnitee shall promptly notify Supplier of such action, suit or proceeding.
- C. Supplier's Right to Conduct Litigation. Subject to the last sentence of this Paragraph IX(C), Supplier shall have the right to conduct and control, through counsel of its own choosing and at its own cost and expense, any third party claim, action or suit (including any proceeding commenced by any Governmental Authority), but the applicable Indemnitee may, at its election, participate in the defense of any such claim, action or suit at its sole cost and expense; provided that if Supplier shall fail to undertake the defense of any such claim, action or suit within five (5) days of notice thereof from the Indemnitee, then the Indemnitee may defend, through counsel of its own choosing and at Supplier's cost and expense, such claim, action or suit and (so long as it gives Supplier at least fifteen (15) days' notice of the terms of the proposed settlement thereof and permits Supplier to then undertake the defense thereof) to settle such claim, action or suit, and to recover from Supplier the amount of such settlement or of any judgment and the cost and expenses of such defense. Supplier shall not compromise or settle any third party claim, action or suit without the prior written consent of the applicable Indemnitee, which consent will not be unreasonably withheld or delayed.

IX. MISCELLANEOUS

- A. Assignment. Neither the Authority nor the Supplier will assign or transfer their interest in this Agreement without the written consent of the other; provided, however, that the Supplier may assign its rights, obligations, and interests hereunder to any affiliate that is a successor-in-interest to all or substantially all of the assets of the Supplier without the Authority's consent, provided that substantially all of the key project personnel of Supplier remain on the engagement.
- B. Confidential Information. During all times that the Supplier is engaged on behalf of the Authority and at all times subsequent to the date of this Agreement, all discussions between the Authority and the Supplier and all information relevant to the business of the Authority not otherwise being a matter of public record shall be deemed to be confidential (the "Confidential Information"). All such Confidential Information shall be protected by the Supplier and shall not be revealed to other persons without the express written permission of the Authority, unless mandated by order of the court. Information shall not be deemed confidential if (a) it is publicly known, (b) was disclosed to Supplier by a third party without violating this Agreement, (c) or Supplier can prove it learned of such information other than through the Authority, (d) was disclosed with the Authority's written consent, or (e) is required to be disclosed by a court of competent jurisdiction, administrative agency or governmental body, or by law, rule or regulation, or by applicable regulatory or professional standards. Supplier shall carry out its obligations hereunder using the same degree of care that it used in protecting its own proprietary information, but at least a reasonable degree of care. Provided that Supplier shall have met the foregoing standard of care, Supplier shall not be in breach of this Agreement and shall not be liable or responsible for any inadvertent or accidental disclosure of Confidential Information.

The Supplier acknowledges and recognizes that any use by it or by others of such Confidential Information other than in the service or for the benefit of the Authority would cause irreparable damage to the Authority. In the event of any breach of the terms of this paragraph, the Authority may apply to any court for an injunction, temporary and/or permanent to prevent any violation of this paragraph.

- C. Patents. The Supplier shall acquire, through assignment, purchase, license, or other means, all rights required to fully utilize all technology, know-how, trade secrets, inventions, processes, articles, procedures, equipment, apparatus, devices, or any part thereof, and any and all things or matters that are to be used in pursuance of its performance under this Agreement.

The Supplier shall defend, indemnify and save harmless the Authority, and all persons acting for or on behalf of the Authority, from all claims and liability of any

nature or kind, including costs and expenses, arising from or occasioned by any infringement or alleged infringement of patent or proprietary rights of third parties on any technology, know-how, trade secret, invention, process, procedure, equipment, apparatus, device, article, or any part thereof, utilized, furnished and installed by the Supplier or arising from or occasioned by the use or manufacture thereof, including their use by the Authority provided that Supplier is notified promptly in writing and given authority, information and assistance in a timely manner for the defense of such suite or proceeding. Supplier shall pay the damages and costs awarded in any suit or proceeding so defended. Supplier will not be response for an alleged patent infringement when a particular process or system is specified or when an infringement occurs as a result of the use of the Goods in combination with the equipment of third parties.

D. Subcontractors. In the event the Supplier, during the course of the work under this Agreement, requires the services of any subcontractors in connection with Services covered by this Agreement, Supplier must secure the prior written approval of the Authority. Once the Authority's approval is obtained, the Supplier shall bind the subcontractor by written contract to observe and be fully bound by all terms, conditions and provisions of this Agreement as appropriate to the work to be performed. It shall be the Supplier's duty to verify and enforce compliance with such terms, conditions and provisions.

E. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last written, as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places of giving of notice to wit:

Authority:

Arletta Scott Williams
Executive Director
Allegheny County Sanitary Authority
3300 Preble Avenue
Pittsburgh, Pennsylvania 15233

Supplier:

- F. Records. The Supplier agrees to retain all records relating to the Services for as long as applicable law requires.
- G. Jurisdiction, Venue. In the event a suit is brought in connection with any claim or dispute arising under this Agreement, the Supplier hereby covenants, consents and yields to the jurisdiction of the Commonwealth of Pennsylvania, Civil Courts of Allegheny County.
- H. Extent of Agreement. This Agreement, including the Scope of Supply set forth in Article III of the Bid Documents and any Addenda thereto, represents the entire integrated Agreement between the Authority and the Supplier and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any way, at any time after the execution hereof, except by approval of the Authority Board and Supplier.
- I. Force Majeure. Delay in performance or non-performance of all or any portion of the duties and obligations required hereunder shall be excused to the extent such failure or non-performance is caused by Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean any cause or agency beyond the reasonable control of Supplier that makes performance of all or a portion of its duties and obligations impossible, including without limitation fire, flood, sabotage, embargo, strike, explosion, accident, riot and acts of God; provided, that naturally inclement weather occurring at the Plant shall not be considered Force Majeure and shall not excuse Supplier's performance hereunder. Supplier shall promptly provide written notice to The Authority of any Force Majeure event, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event a Force Majeure event extends for more than Fifteen (15) days, this Agreement may be terminated by The Authority upon written notice thereof to Supplier. In the event of a Force Majeure event compelling Supplier to allocate performance of the Services with other services it is providing to other parties, Supplier shall make such allocation in a manner that ensures The Authority of at least the same portion of Supplier's total services as existed prior to the Force Majeure event. Notwithstanding the foregoing, Supplier hereby acknowledges that no additional payments or adjustments to the Payment shall be made by The Authority hereunder as a result of any delay in the performance of its duties and obligations pursuant to a Force Majeure event.
- J. Choice of Law. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, without regard to the choice of law principles thereof.

IN WITNESS WHEREOF, the Authority has caused these presents to be executed in its name by its Executive Director and attested and its official Seal to be hereunto affixed and the Supplier has hereunto set its hand and Seal the day and year first written above.

ATTEST:

ALLEGHENY COUNTY SANITARY AUTHORITY

Executive Assistant

By: _____

Arletta Scott Williams
Executive Director

(ALCOSAN SEAL)

Date: _____

(Name of Supplier)

Witness

By: _____

Title: _____

(Print or Type Name Above)

(Print or Type Name Above)