
DAVID R. CRAIG
HARFORD COUNTY EXECUTIVE



DEPARTMENT OF PROCUREMENT
DEBORAH L. HENDERSON
DIRECTOR


MARY F. CHANCE
DIRECTOR OF ADMINISTRATION

HARFORD COUNTY GOVERNMENT

July 17, 2014

Tilley Chemical Co., Inc.
Attn: Bob Bishop, Sales Manager
501 Chesapeake Park Plaza
Baltimore, Maryland 21220

RE: Bid No. 14-132 Bulk Chemicals for Water and Wastewater Treatment

Dear Mr. Bishop:

Enclosed is your fully executed contract for the above-referenced bid.

If you should have any questions, please contact Daniel Guthrie, the Procurement Agent, at the telephone number shown below.

Very truly yours,

Kristy L. Helm
Administrative Assistant

/klh

Enc. – A/S

cc: Gregg Bates, DPW/W&S/Sod Run

~ Preserving Harford's past; promoting Harford's future ~

MY DIRECT PHONE NUMBER 410-638-3550

220 SOUTH MAIN STREET, BEL AIR, MARYLAND 21014 • 410-638-3000 • 410-879-2000 • TTY: Maryland Relay 711 • www.harfordcountymd.gov

This document is available in alternative format upon request.

HARFORD COUNTY PRICE AGREEMENT

BID NO. 14-132 BULK CHEMICALS FOR WATER AND WASTEWATER TREATMENT

THIS AGREEMENT, made and entered into this 16th day of JULY, 2014, by and between HARFORD COUNTY, MARYLAND, a body corporate and politic of the State of Maryland, hereinafter called the "County" and TILLEY CHEMICAL COMPANY, INC., 501 Chesapeake Park Plaza, Baltimore, Maryland 21220, hereinafter called the "Contractor".

WITNESSETH:

SECTION I: ITEM

That, in and for the consideration hereinafter stated, the Contractor hereby agrees to provide bulk chemicals as indicated below for water and wastewater treatment on an as required basis during the term of the Agreement in accordance with the provisions of Invitation for Bid No.14-132 and the Contractor's bid dated April 29, 2014.

<u>ITEM/CHEMICAL</u>	<u>UNIT PRICE</u>
14 – Caustic Soda – 50% - 15 Gal Del	\$720.00 per wet ton
16 - Phosphoric Acid – 75%- 55 gal drums	\$1,300.00 per wet ton
24 – Sodium Hypochlorite (12%) – 15 Gal Del	\$3.70 per gallon

SECTION II: INCLUSIONS

The aforementioned Invitation for Bid No. 14-132 and the Contractor's bid dated April 29, 2014 are incorporated herein by reference and each and all are made a part of this Agreement.

SECTION III: TYPE OF AGREEMENT

A. This is a Price Agreement under which the County is obligated during the term of the Agreement to obtain its normal requirements for the above listed chemicals for water and wastewater treatment from the Contractor and the Contractor is obligated to provide the above listed chemicals which the County requires in its operation.

B. Should an emergency arise for the above listed chemicals which cannot be supplied by the Contractor, the County reserves the right to contract said chemicals from other sources to meet these emergency needs without prejudice of the Agreement.

SECTION IV: QUANTITIES

Actual requirements may be more or less than quantities estimated in the bid. Additional quantities may be ordered during the period of time specified at unit prices set

forth in the agreement. The County also reserves the right not to order any quantities if it is found that such chemicals are not required during the period of time specified. Quantities stated in the bid are estimates and are not guaranteed amounts.

SECTION V: CONTRACT SUM

The amount to be paid for the performance of all services required under this agreement shall not exceed the total contract sum of Fifty Nine Thousand Dollars and No Cents (\$59,000.00) per year.

SECTION VI: PAYMENTS

The County agrees to pay the Contractor as the consideration for the full and faithful performance of this Agreement at unit prices set forth in the aforementioned Contractor's bid (See Attached) for chemicals ordered and received by the County. Payment to the Contractor shall be within thirty (30) days upon receipt and acceptance of invoices covering chemicals delivered during the month.

SECTION VII: WARRANTIES

- A. Title of goods conveyed to the County shall be good and its transfer rightful.
- B. The goods shall be delivered free from any security interest or other lien or encumbrance.
- C. All warranties provided by the Uniform Commercial Code, as amended, are a part of this Agreement.

SECTION VIII: TERMS

A. The term of this Agreement shall commence on July 1, 2014 and continuing through June 30, 2015 with the County having the exclusive option of extending the Agreement for four (4) additional one (1) year periods under the same terms and conditions.

B. ECONOMIC PRICE ADJUSTMENT:

1. The Contractor's prices shall be fixed for one hundred eighty (180) days from effective date of this Agreement. After this date, it shall be the vendor's responsibility to notify the County sixty (60) days in advance of any anticipated changes in prices. The vendor shall submit a written request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes they have incurred. Increases shall be limited to the actual cost increase to the vendor during the contract term. Adjustments in price will be limited to one (1) adjustment per contract year. If the price increase is approved, the price will remain firm for the renewal term requested. The County reserves the right to accept a request for a price adjustment, or the right to negotiate an adjustment in price or reject the request for a price increase within thirty (30) days after the written request is submitted.

All requests for price increase or decrease are subject to review and approval by the County. The maximum increase will have a ceiling of 10% annually and a net decrease of 10% annually.

The County will notify the Contractor in writing of the effective date of any price adjustment it has approved.

2. Price Decreases: In the event of any decrease in price either by the manufacturer or if the Contractor shall charge a lower price to other customers, the County shall be notified promptly and receive such decrease.

C. This Agreement may be canceled or terminated by the County for any breach by the Contractor and all money due the Contractor or becoming due hereunder shall be forfeited for any breach of the terms or conditions of this Agreement.

SECTION IX: NON-COLLUSION

The Contractor, his agents, servants and/or employees, to the best of their knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over other suppliers, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of this Agreement.

SECTION X: NON-DISCRIMINATION

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

SECTION XI: TERMINATIONS

A. Termination for Convenience:

The performance of work under this Agreement may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

B. Termination for Cause:

If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of the creditors, or if a receiver is appointed on account of his insolvency, or if it persistently refuses or fails to perform the work indicated in this invitation for bids or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement documents, then the County, after certifying that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days written notice, terminate the employment of the Contractor. Any written notices required by this Agreement shall be deemed sufficiently given, if (A) hand delivered, (B) sent via first class U.S. mail, (C) certified mail, or (D) overnight courier service.

Any notice required by this Agreement is to be sent to the Contractor at:

Tilley Chemical Co., Inc.
Attn: Bob Bishop, Sales Manager
501 Chesapeake Park Plaza
Baltimore, Maryland 21220

Any notice required by this Agreement is to be sent to the County at:

Harford County Government
Department of Procurement
Attn: Deborah L. Henderson
Bid No. 14-132
220 S. Main Street
Bel Air, Maryland 21014

SECTION XII: CHANGES ON AGREEMENT

No modification shall be made to this Agreement without the express authorization of the Harford County Director of Procurement and/or the County Board of Estimates as appropriate. No modification shall be effective unless made in writing and signed by the parties of this Agreement.

SECTION XIII: LAWS

The Contractor hereby warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified; and it is not in arrears with respect to the payment of monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in

arrears during the term of this Agreement; and it further agrees to comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

WITNESS/ATTEST:



TILLEY CHEMICAL CO., INC..

By:



Signature

John Tilley President
Print Name and Title

WITNESS/ATTEST:




HARFORD COUNTY, MARYLAND

By:



Deborah L. Henderson
Director of Procurement
Secretary, Board of Estimates

Approved for form and legal sufficiency.



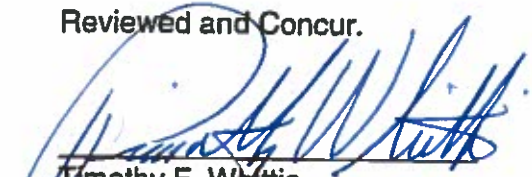
Deborah S. Duvall
Senior Assistant County Attorney

Approved for financial sufficiency.



Kathryn L. Hewitt
Treasurer

Reviewed and Concur.



Timothy F. Whittie
Director, Department of Public Works

Approved by the Board of Estimates the 26th day of June, 2014.

This agreement was fully executed on the 16th day of JULY, 2014.