

INVITATION TO BID

PROPOSAL FOR THE PURCHASE OF:

FERRIC CHLORIDE (38% CONCENTRATION)

Sealed bids for the above will be accepted **until 2:00 p.m. local time on Thursday, February 2, 2023 at the Binghamton-Johnson City Wastewater Treatment Plant Office, 4480 Vestal Road, Vestal, New York 13850.** Bids will be publicly opened and read aloud at that time. All bids are subject to the conditions and terms stated herein. No Bidder may withdraw its Bid within 45 days after the Bid Opening

A bid package, which contains specifications, instructions and bid proposal forms may be reviewed at the Plant Office, 4480 Vestal Road, Vestal, NY, on the Plant website <http://bjcwwtp.org/bidrfp> and/or obtained from the Business Manager (bgoodson@bjcwwtp.onmicrosoft.com), to whom all questions regarding this bid opportunity should be directed.

CONTRACT PERIOD: 12 or 18 months, to be determined by the Binghamton-Johnson City Joint Sewage Board following the opening of bids. Option to renew for successive like time periods **WITH NO CHANGES IN TERMS AND/OR CONDITIONS** through the third anniversary of the date of award, upon mutual agreement between the Binghamton-Johnson City Joint Sewage Board and the successful bidder.

Ferric Chloride 38% Bid Opportunity

The Binghamton-Johnson City Joint Sewage Board (“Sewage Board”) will accept bid proposals to supply Ferric Chloride 38% solution, for the Binghamton-Johnson City Joint Sewage Treatment Plant's chemically enhanced primary treatment process for an alternative 12-month and/or 18-month time period from date of award. Bidders may choose to bid for any or all options and time periods. The Sewage Board reserves the right to reject all bids as well as the right to award for any stated alternative option or time period at the Sewage Board’s sole discretion, regardless of the number of qualified bidders submitting conforming proposals, if such action is deemed to be in the best interest of the Joint Sewage Project. Any bid not in compliance herewith may also be rejected.

Bids shall be submitted and signed on the form provided (or a copy thereof with original signature) and shall have attached a completed non-collusive bid certificate on the form provided (or a copy thereof with original signature). Failure to sign either the proposal sheet or the non-collusive bid certificate will result in **AUTOMATIC REJECTION**. **The name and phone number of the contact person for ordering shipments shall also be submitted with the bid proposal on a separate sheet.** Bids must be accompanied by a CERTIFIED CHECK OR BID BOND payable to the order of the “Binghamton-Johnson City Joint Sewage Board” in the sum of not less than FIVE PERCENT (5%) of the maximum total amount of the largest of the bid alternative proposal[s] submitted. All bonds and signatures on bonds must be notarized and in a form acceptable to Sewage Board Co-Counsel. The bid deposit or bond will be held without interest by the Sewage Board as a guaranty that the party or parties whose bid is accepted will enter into a contract with the Sewage Board to the satisfaction of Sewage Board Co-Counsel. Upon execution of such contract, the bid deposit or bond will be returned.

Bids must be submitted in sealed envelopes to the Binghamton-Johnson City Joint Sewage Treatment Plant, 4480 Vestal Road, Vestal, New York 13850, and must be plainly marked “**Ferric Chloride 38%**” on the outside of the envelope. Neither the Sewage Board nor the Plant shall bear any responsibility for delays in receipt of any bid. The Sewage Board will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the specifications which may be given prior to the awarding of the contract.

Sealed bid proposals shall be received until 2:00 pm local time on **Thursday, February 2, 2023**, in accordance with this bid invitation as well as the attached specifications and requirements. Bids will be publicly opened and read aloud at that time. Bid proposals received shall be non-revocable for 45 days from the bid-opening date. The Board and Plant will regard all proposals received as an agreement by the bidder to conform to all items of this proposal and the technical specifications unless specific exemptions are deemed to be in the best interests of the Plant. Award of this contract will be made to the lowest responsible bidder whose proposal complies with all the provisions required to render it formal and legally binding, and whose record of performance with the Sewage Board has not been unsatisfactory.

By submitting its bid proposal, a Bidder represents that it is in compliance with the *Immigration and Nationality Act*, 8 U.S.C. §1324A, *et. seq.*, and that it will remain so throughout the term of the contract. In addition, any subcontractor hired by the supplier shall be required to represent that it is in compliance with the *Immigration and Nationality Act*, 8 U.S.C. §1324A,

et. seq. Any violation of this representation shall constitute a breach of the contract, and the Sewage Board may terminate the contract in accordance with the default provisions herein.

The Binghamton-Johnson City Joint Sewage Treatment Plant (the "Plant") will have a relatively steady demand for Ferric Chloride solution, of about 300 to 800 gallons per day, 7 days per week. Actual volume may vary. The Board estimates that the Supplier will be required to deliver and unload one tanker-load of approximately 4,000 gallons Ferric Chloride 38% solution every 6 to 9 days to the Plant at 4480 Vestal Road, Vestal, New York 13850. The Supplier must understand that this is an estimate only, and no guaranty of the actual quantity to be purchased is made. The quantity and frequency of the orders may vary.

The Plant requires Ferric Chloride 38% solution, for its chemically enhanced primary treatment process. To avoid a shutdown of the Plant's chemically enhanced primary treatment process, the Supplier shall ensure that there is a continuous supply of Ferric Chloride 38% solution, available for delivery to meet the Plant's needs during the entire period of the contract.

Orders will be placed telephonically and confirmed by e-mail on an "as needed" basis. The Ferric Chloride 38% solution, ordered is to be delivered to the Plant within two (2) Plant Office business days of the order placement. Once an order is placed, the Supplier shall, within one (1) business day, provide to the Plant Office by e-mail a statement of the origin of the Ferric Chloride 38% solution, and the estimated time for the delivery to the Plant.

Trucks, tank trailers, and drivers used to make deliveries shall meet all DOT specifications, standards and regulations. The Supplier shall ensure that all of their and their agents' vehicles, and their drivers and other delivery personnel comply with all DOT and OSHA/PESH procedures and regulations concerning the transporting and off-loading of the Ferric Chloride 38% solution, including the requirement for personal protective equipment during off-loading. Under the contract, it is required that Ferric Chloride 38% solution, be delivered to the Binghamton-Johnson City Joint Sewage Treatment Plant at 4480 Vestal Road, Vestal, New York 13850 between the hours of 8:00am and 2:00pm, Mondays through Fridays, except Plant holidays. **Bid Price must include delivery to the Plant, all charges prepaid, and shall include unloading.** The Supplier must agree to deliver the Ferric Chloride 38% solution, within the time designated in this bid invitation statement. In case of default by the Supplier, the Sewage Board may procure the services or material from other sources and hold the Supplier responsible for any excess in cost occasioned thereby.

A Certificate of Analysis and a Material Safety Data Sheet shall be provided to the Plant at the time of delivery.

The Board will pay for Ferric Chloride 38% solution, delivered to the Plant. The quantity of Ferric Chloride 38% solution, delivered to the Plant for purposes of calculating payment shall be that quantity actually received by the Plant which passes through the Plant's fill port. The Sewage Board will not be responsible to pay for any Ferric Chloride 38% solution, not so-received or for any loss of Ferric Chloride 38% solution, due to agitation while being transported, evaporation during loading or unloading, or any other reason.

The applicable Sewage Board municipal Claim for Payment audit and approval process requires Supplier invoices together with the required Claim for Payment form to be received fully-completed and signed at the Plant Office by the close of business on the Plant Office's last business day of a given month, and a supplier's payment terms must provide that no late fee, finance charge, carrying charge, interest, or other charge shall be assessed as to any payment issued by the Sewage Board's Fiscal Officer within 60 days of the last day of the month in which a proper invoice and fully-completed and signed Claim for Payment form were actually received at the Plant Office.

Exemption from Sales and Use Taxes

The Sewage Board is exempt from paying New York State or local sales taxes on any material which it purchases. In computing their quotations, bids or proposals, as well as in rendering billings, a Supplier shall not include sales taxes or compensating use taxes of the State of New York or of any city and/or county in the State of New York for any materials to be delivered which are exempt from such taxes.

Contract Period; Extension of Contract

The contract will be for a period of either 12 months or 18 months from either service by the Sewage Board of a notice of award, or from another date stated in the notice of award. Any such date stated in the notice of award shall not be more than 30 calendar days following service of the notice of award. The Sewage Board will determine the period of the contract, from among the alternate periods set forth above, following the opening of bids. If mutually agreeable to the Sewage Board and the bidder to whom a contract is awarded, the contract may be extended WITH NO CHANGE IN ANY TERMS AND/OR CONDITIONS for successive like periods, but not more than a total of 36 months, including the original term. Any such extension shall be confirmed in writing executed by the Supplier's authorized representative and an authorized representative of the Sewage Board.

Termination of Contract – Default or Breach

The Sewage Board reserves the right to terminate the contract immediately upon default in delivery or performance and, in the event of other breach, seven (7) days after written notice is given. This right may be exercised on behalf of the Sewage Board by the Plant Superintendent and thus may be at the Plant Superintendent's sole discretion. If the contract is terminated, the Supplier is entitled to payment for conforming product satisfactorily delivered to the effective date of termination. This payment is the sole and exclusive remedy to which the Supplier is entitled in the event of termination, and the supplier shall be entitled to no other compensation or damages and expressly waives the same.

Termination of Contract for the Convenience of the Sewage Board

Whenever in the sole judgment of the Sewage Board or its designee the public interest so requires, the Sewage Board reserves the right to terminate the contract effective upon a date stated in a written Notice of Termination delivered not less than seven (7) days prior to the termination date. This right may be exercised on behalf of the Sewage Board by the Plant

Superintendent and thus may be at the Plant Superintendent's sole discretion. If the contract is terminated, the Supplier shall act promptly to minimize the costs and expenses resulting from termination. The Supplier shall be entitled to payment for conforming product satisfactorily delivered to the effective date of termination. This payment is the sole and exclusive remedy to which the Supplier is entitled in the event of termination, and the Supplier shall be entitled to no other compensation or damages and expressly waives the same.

REQUIRED TECHNICAL SPECIFICATIONS

for

Ferric Chloride 38% Solution

<u>ITEM/PARAMETER</u>	<u>LIMIT</u>	<u>METHOD</u>
FeCl ₃	Minimum 38%	Titrimetric
FeCl ₂	0.75% maximum	
Free Acid as HCl	1.0% maximum Drinking Water	
Insolubles	0.008% (80 ppm) maximum	
Radionuclides	None	
Specific Gravity at 20°C	1.38 - 1.49	ASTM D891-09
Viscosity	12.1 centipoises for a 40% solution	
Crystallization	37% FeCl ₃ (-15°F); 40% FeCl ₃ (10°F)	
ANSI/NSF Standard 60 Certified	Maximum use level 400 ppm as solution	
CAS No.	7705-08-0	
UN Classification	UN2582, Ferric Chloride Solution. SQC data available on request	

BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

BID PROPOSAL SHEET

DATE: _____

In compliance with the invitation for bids and subject to all the conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish and deliver the item or items upon which prices are quoted, at the prices set forth opposite each item, delivery to be affected as ordered.

<u>ITEM</u> _____	<u>ESTIMATED QUANTITIES*</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Ferric Chloride 38% Solution <u>12-month supply period</u> and/or	150,000 gallons (per 12-months)	_____ per gallon	
Ferric Chloride 38% Solution <u>18-month supply period</u>	225,000 gallons (per 18-months)	_____ per gallon	

* Actual quantities may vary.

DELIVER TO:

BINGHAMTON.-JOHNSON CITY JOINT SEWAGE TREATMENT PLANT
4480 VESTAL ROAD
VESTAL, NEW YORK 13850

Certification is made hereby that the material(s) offered above is(are) in compliance with all specification terms and conditions hereof.

BIDDER: _____

ADDRESS: _____

TELEPHONE: (____) _____

by: _____

NAME/TITLE: _____

(signature)

(printed name and title)

STATEMENT OF NON-COLLUSION

By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The foregoing statement is hereby subscribed by the bidder and is hereby affirmed by the bidder as true under the penalties of perjury, and is hereby submitted to the Binghamton-Johnson City Joint Sewage Board for the following contract or project:

(Describe the Contract or Project)

Name of Bidder (e.g., Company, Partnership, Corporation)

by: _____

Signature of Person Authorized to sign this Statement on Behalf of Bidder

Date: _____

NOTE: If in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid, a signed statement which sets forth in detail the reason therefore.

REMINDER

HAVE YOU DONE THE FOLLOWING?

- PROPERLY INDICATED ON THE OUTSIDE ENVELOPE THAT THIS IS A SEALED COMPETITIVE BID FOR: FERRIC CHLORIDE 38% SOLUTION.

- ENCLOSED A CERTIFIED CHECK OR BID BOND.

- SIGNED NON-COLLUSION FORM.

- SIGNED THE PROPOSAL SHEET.

- ENCLOSED A SEPARATE SHEET WITH THE NAME AND PHONE NUMBER OF THE CONTACT PERSON FOR ORDERING SHIPMENTS.

REMEMBER - YOUR BID WILL BE REJECTED IF THE ABOVE HAVE NOT BEEN COMPLIED WITH.