

INVITATION TO BID

PROPOSAL FOR THE PURCHASE OF:

LIQUID DEWATERING POLYMER FLOCCULANT
DIGESTED SLUDGE THICKENING POLYMER FLOCCULANT
CEPT POLYMER FLOCCULANT
ACTIFLO® WASTEWATER CLARIFICATION PROCESS POLYMER FLOCCULANT

The Binghamton-Johnson City Joint Sewage Board will accept sealed bids for the above until 2:00 p.m. local time on October 31, 2024 at the Binghamton-Johnson City Joint Sewage Treatment Plant Office, 4480 Vestal Road, Vestal, New York 13850, at which time Bids will be publicly opened and read aloud. 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: The contract period is from January 1, 2025 is awarded through December 31, 2025 with an option to renew for four (4) additional one (1) year increments under all previously stated terms and conditions.

October 8, 2024

Binghamton-Johnson City Joint Sewage Board
4480 Vestal Road
Vestal, New York 13850
Phone: 607-729-2975
Fax: 607-729-3041

REMINDER

HAVE YOU DONE THE FOLLOWING?

_____ PROPERLY INDICATED ON THE OUTSIDE OF THE ENVELOPE THAT
THIS IS A SEALED BID FOR POLYMER FLOCCULANT

_____ SIGNED AND ENCLOSED THE BID PROPOSAL SHEET.

_____ SIGNED AND ENCLOSED A STATEMENT OF NON-COLLUSION.

_____ SIGNED AND ENCLOSED WTC AUTHORIZATION REQUEST.

_____ ENCLOSED A CERTIFIED CHECK OR BID BOND.

_____ [OPTIONAL] ENCLOSED DOCUMENTATION/LITERATURE
REGARDING PERFORMANCE AND COST.

REMEMBER: - YOUR BID MAY BE REJECTED IF ALL OF THE ABOVE HAVE NOT
BEEN COMPLIED WITH.

INSTRUCTIONS TO BIDDERS

THE GOODS

The Binghamton-Johnson City Joint Sewage Board (the “Board”) will accept bids to supply the following materials:

LIQUID DEWATERING POLYMER FLOCCULANT(S)

DIGESTED SLUDGE THICKENING POLYMER FLOCCULANT(S)

CEPT (Chemically-Enhanced Primary Treatment) POLYMER FLOCCULANT(S)

ACTIFLO® WASTEWATER CLARIFICATION PROCESS POLYMER FLOCCULANT(S) (* - ACTIFLO® is a registered trademark of Veolia Water Technologies Inc.)

The goods shall comply with the Technical Specifications herein.

DELIVERY OF THE GOODS

The Plant Polymer introduction points and tank capacities are as follows (Table 1):

	CEPT Polymer Tank	Actiflo® Polymer Tank	Dewatering Polymer Storage Tank Nos. 1 and 2	Thickening Polymer Storage Tank Nos. 1 and 2
Location	Backwash Treatent Building	Backwash Treatent Building	Solids Processing Building – First Floor	Head House- Sludge Thickening Room
Volume to invert of overflow (gallons per tank)	3,000	2,000	2,250 (each)	3,550 (each)

It is required that the above goods be delivered to the appropriate induction points at the Binghamton-Johnson City Joint Sewage Treatment Plant (the "Plant") at 4480 Vestal Road, Vestal, New York with the first installment to be delivered no later than five (5) calendar days from delivery to the successful bidder of the fully executed contract between the successful bidder and the Board. Delivery must be made between the hours of 8:00 am and 2:00 pm, Monday through Friday, excluding Plant Office holidays. **The Bid Price must include delivery to the Plant, all charges prepaid, and shall include unloading.** Orders will be placed telephonically and confirmed by e-mail on an "as needed" basis. 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 polymer, and the estimated time for the delivery to the Plant. Delivery shall be no later than 5 business days following the telephonic or email order, whichever is earlier. Under the contract, it is required that polymer be delivered to the Plant between the hours of 8:00am and 2:00pm, non-holiday Mondays through Fridays. Each delivery must be accompanied by shipping documents showing gross weight and tare weight. Payment shall be based on the net total pounds of delivered polymer per load actually received by the Plant and the unit price per pound bid. The Plant reserves the right to use its own Plant scale for weight verification. In the event of a discrepancy between the weight reported in the shipping documents and the weight measured on the Plant scales, the Parties shall attempt to reconcile the difference, and if the discrepancy is not resolved to the satisfaction of both parties, the weight as measured by the Plant shall control. The Sewage Board will not be responsible to pay for any polymer not so-received or for any loss of polymer by the supplier due to agitation while being transported, leakage, spillage, evaporation during loading or unloading, or any other reason. Trucks, tanks, trailers and drivers shall meet all DOT specifications, standards and regulations. The supplier shall ensure that all its vehicles, drivers and other delivery personnel comply with all DOT and OSHA/PESH procedures and regulations concerning the transporting and off-loading of the polymer, including the requirement for personal protective equipment during off-loading.

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

Coordinating arrangements for delivery must be made with the Assistant Superintendent at 4480 Vestal Road, Vestal, New York 13850, (607) 729-2975 at least two (2) Plant Office business days before delivery.

Time is of the essence with this contract. The Plant requires polymer for its sludge dewatering operations, in the Actiflo[®] wastewater clarification process and to settle digested sludge. To avoid a shutdown of the Plant's various processes the supplier shall ensure that there is a continuous supply of polymer available for delivery to meet the Plant's needs, **and it is the supplier's responsibility to maintain production and delivery facilities adequate to supply sufficient polymer to meet the Plant's needs considering the bid dose rate, on-site storage capacity, and production/transit time during the entire period of the contract.** In the event supplier fails to make deliveries on schedule or otherwise defaults in performance, the Sewage Board reserves the right to purchase polymer from other sources on the open market and charge the supplier for any excess in cost occasioned thereby.

The supplier must deliver the above goods no later than 5 business days following the telephonic or email order, whichever is earlier. In case of default in timely delivery by the supplier, the Board may procure the services or material from other sources and hold the supplier responsible for any excess in cost occasioned thereby.

IMPORTANT NOTICES TO POTENTIAL BIDDERS

Your receipt of this bid package does not indicate that the Board has pre-determined your qualifications to receive a contract award. Such determination will be made after the Bid Opening and will be based on the Board's evaluation of your Bid submission compared to the specific requirements and qualifications contained in this bid package and other bid documents.

The 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.

The Board will regard all Bids received as an agreement by the Bidder to conform to all items of the bid package and other bid documents, unless specific exemptions are deemed to be in the best interests of the Plant.

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 Bidder 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, among other things, the Board may terminate the Contract in accordance with the default provisions herein.

The Board reserves the right to reject all Bids at the 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 Board or the Plant. An irregular or informal Bid may also be rejected.

OPTIONAL PRE-BID FIELD TESTING

Each prospective bidder will be allowed up to eight consecutive days of pre-bid field testing of their polymer product[s] on undigested and digested Plant sludge, CEPT and Actiflo®. To participate in this pre-bid field testing process, contact Assistant Superintendent Ron Warwick at [607] 729-2975 or via e-mail at <rwarwick@bjcwwtp.onmicrosoft.com> to make an appointment and necessary arrangements for such testing. The prospective bidder will be required to furnish, free of charge, enough polymer in containers for the pre-bid performance test. Plant polymer storage tanks will not be utilized for test purposes. There is a selection preference given to flocculants suitable for multiple uses which must be determined by field testing. Bidders will also be responsible for removal of all unused materials and containers within fourteen (14) calendar days after conclusion of the pre-bid field testing. Failure to do so will result in the bidder being disqualified as being non-responsive.

BID SUBMISSION

The following procedures shall apply to all Bid submissions:

1. BID PREPARATION:
 - a) All documents shall be typewritten or printed legibly in ink.
 - b) Erasures or corrections, if any, shall be initialed in ink.
 - c) Ambiguous or illegible terms or markings may result in REJECTION of a Bid.
 - d) Signatures on original documents shall be made in ink.

e) Failure to submit some documents (or the required number of copies of a document), failure to complete all required items on any documents, and/or failure to sign documents required to be signed may result in REJECTION of a Bid.

f) Addition of terms and/or conditions not required by the bid documents may result in REJECTION of a Bid.

2. BID DOCUMENTS TO BE SUBMITTED: There shall be submitted simultaneously:

a) One (1) paper original and two (2) paper copies of the completed, signed Bid Proposal Sheet, on the form provided in the bid package, or a copy thereof with original signature;

b) One (1) paper original and two (2) paper copies of the completed, signed Statement of Non-Collusion, on the form provided;

c) Bid Security in the form of a CERTIFIED CHECK or BID BOND payable to the order of the “Binghamton-Johnson City Joint Sewage Board” in the sum of FIVE PERCENT (5%) of the Total Bid amount of bid amount shown on Bidder’s Bid Proposal Sheet. All bonds and signatures on bonds must be notarized and in a form acceptable to Board Co-Counsel. Unless a Bidder’s Bid is rejected, the Bid Security will be held without interest by the Board as a guaranty that the Bidder whose Bid is accepted will enter into a Contract with the Board to the satisfaction of Board Co-Counsel. Upon execution of such Contract, the Bid Security will be returned.

d) Proof of qualifications including the following documentation:

i) Location of polymer facility and statement attesting to capacities to manufacture, furnish, and deliver the product[s] specified.

ii) List of major chemical constituents used in production process and statement attesting to bidder’s ability to procure these process components.

iii) Statement that bidder will make competent field personnel available at the Plant site within 36 hours of a request throughout the entire contract period, and statement that bidder shall make available a list of telephone numbers and

contacts of the responsible parties to be called on a 24-hour, 7-day-per-week basis in the event of an emergency or unusual operating conditions.

- iv) The names and telephone numbers of at least 3 references who can report about the successful use of polymers supplied by the bidder under similar quantities, applications and conditions within the last 5 years;
- e) The name and telephone number of the contact person for ordering shipments, submitted on a separate sheet.

Failure to submit some documents, or failure to sign documents required to be signed may result in REJECTION of a bid at the discretion of the Sewage Board.

3. BID ENVELOPES AND PACKAGES: A sealed envelope and/or package containing the Bid submission documents shall be clearly marked “BID ENCLOSED” and with the bid name “Polymer Flocculants” plainly written on the outside.

4. BID DELIVERY:

a) Bidders assume all risks for timely, properly submitted deliveries. The Board shall bear no responsibility for delays in receipt of any Bid.

b) Sealed bid submissions shall be received until 2:00 p.m. local time, November 1, 2024 at which time bids will be publicly opened and read aloud.

c) Bid submission documents shall be submitted simultaneously and must be enclosed in a sealed envelope, delivered to:

Binghamton-Johnson City Joint Sewage Treatment Plant Office

4480 Vestal Road

Vestal, New York 13850.

d) E-mail bid submissions are not acceptable and will not be considered.

5. BID WITHDRAWAL OR REVOCATION: Bid submissions shall be non-revocable for 45 days from the Bid Opening date.

POST-BID SUBMITTALS

Upon the request of the Board, the following shall be submitted by the apparent low bidder prior to post-bid verification evaluation. A bidder who fails to timely make the submissions may be deemed non-responsive:

A. Product specifications and QA/QC procedures. At a minimum, product specifications shall include:

- Polymer type
- Polymer trade name
- Percent of Total Solids
- Minimum percent of active solids
- Maximum percent of inert solids
- Molecular weight
- Bulk density range
- Viscosity range

B. Analytical procedures describing the **methods and procedures for determining and verifying** the:

- percent total solids,
- percent active solids,
- molecular weight,
- bulk density,
- charge density, and
- viscosity.

POST-BID, PRE-CONTRACT FULL-SCALE VERIFICATION TESTING

A. A bidder's bid shall be based on its dose rate and unit cost, that the bidder has determined through bench scale and/or field testing, which provides the lowest net cost to the Plant.

Dewatering and Thickening

$$\text{Net Polymer Cost} = \text{Bid Dose Rate} \times \text{Bid Unit Cost} = \$ / \text{dry ton}$$

[Liquid dose of polymer in pounds / dry ton of feed sludge] [\$/ liquid pound of polymer]

CEPT and/or Actiflo®

$$\text{Net Polymer Cost} = \text{Bid Dose Rate} \times \text{Bid Unit Cost} = \$ / \text{MG wastewater treated}$$

[Liquid dose of polymer in pounds / million gallons of wastewater] [\$/ liquid pound of polymer]

If multiple polymers are proposed they should still be listed separately by cost, use and dosage.

A 98% favorable multiplier will be applied to the cost (for bid comparison purposes only) for each polymer that can be used in multiple roles. (For example, if the proposed dewatering polymer is suitable for use as the thickening polymer as well and the net cost of each is proposed at \$1.00, they will each be compared to other bids as if they were \$0.98 net cost each [this bid comparison will not change the amount the successful bidder will be paid for its product(s)]).

Bids will be compared and, after post-bid pre-contract verification tests as described below, the contract shall be awarded to the responsive, responsible bidder offering the lowest total net polymer cost to the Plant based on the above formula. All bidders must bid all four uses as listed in Table 1 from **DELIVERY OF THE GOODS**.

B. Performance Criteria; Required Performance Standards

Each polymer must be individually suitable for the purpose. The Plant is not able to mix or combine products for any of the various sludge, CEPT or Actiflo® flocculation areas.

C. Post-Bid Pre-Contract Full-Scale Evaluation Verification Test Conditions and Required Performance Standards

Prior to award of contract, full-scale field evaluation verification tests (“verification tests”) will be conducted on the apparent responsive, responsible low bidder’s polymer[s] using Plant equipment to demonstrate that the polymer[s] proposed will meet the performance criteria at the bid dosage rate. The apparent low bidder shall begin the verification test within ten (10) calendar days after notification by Plant personnel and will be required to furnish, free of charge, enough polymer in containers for the full scale verification test, which will last for a minimum of three days and/or 40 hours. Plant personnel and the apparent low bidder shall perform the verification tests as follows:

1. Personnel representing the apparent low bidder are required to be on site for initial start-up and optimization of polymer dosage.
2. The first day of verification tests will consist of an initial two hour phase which will be used by the apparent low bidder to establish and stabilize polymer, wastewater, and sludge feed rates, as applicable. The apparent low bidder shall be solely responsible for all aspects of handling and feeding the polymer. The second phase will be six to eight hours. This second phase will begin when Plant personnel are satisfied that the machine, wastewater, and sludge conditions are within “normal range”. No adjustments will be made to the dewatering operation during the second phase. The third two hour phase will consist of one hour run at 90% of the bid dose rate, and one hour run at 110% of the bid dose rate. The third phase (two hour) test rate and the second phase (six to eight hour) test rate will be averaged to calculate the average polymer solution feed rate, feed solids, centrate solids and capture.
3. The second through third day of verification tests will consist of 8 to 12 hour run times with the Plant operators establishing and maintaining polymer, wastewater, and sludge feed rates. Sludge characteristics will be varied to reflect actual dewatering conditions. The samples for sludge feed, cake, and centrate will be collected at twenty to thirty minute intervals. Composite samples (“composite”) may be used for analysis. The samples for feed sludge and cake will be analyzed for total solids and the centrate for total suspended solids. Instantaneous readings of sludge feed rate and polymer solution

feed rate will be recorded each half hour. Plant personnel will calculate the actual percent recovery for each composite of an 8 to 12 hour run time. The average recovery for all composite samples must meet or exceed the standard specified in subsection 2, above. The average cake solids must for all composite samples must meet or exceed the standard specified in the Technical Specifications, and the average polymer dosage during the second through third day of verification tests must not exceed the bid dose rate.

4. Plant personnel will oversee the verification tests, including sampling and analysis, data recording, and calculations. All laboratory analysis during the verification testing shall be conducted at the Plant by the Facility's operations/laboratory staff. Split samples will be provided to the apparent low bidder if requested in advance and sample containers are provided by the apparent low bidder.
5. Data collected and information derived from the full scale verification tests will be used by the Plant Superintendent and Sewage Board as a basis for determining the responsiveness of the apparent low bidder's bid.
6. A bid which is found to propose polymer product[s] not meeting the Required Performance Standards and criteria specified in the Technical Specifications, will be considered non-responsive and will be rejected. In such case, the next apparent low bidder will be contacted and will be required to perform full-scale field evaluation verification tests as described above.

CONTRACT AWARD

Award of a Contract will be made to the lowest responsible Bidder whose Bid conforms to all the provisions required to render it formal and legally binding, and whose record of performance, if any, with the Board has been satisfactory.

EXEMPTION FROM SALES AND USE TAXES

The Board is exempt from paying New York State or local sales taxes on any goods which it purchases. In computing the bid, as well as in rendering billings, a Bidder 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.

PAYMENT PROCEDURES

The Board's municipal Claim for Payment audit and approval process requires supplier invoices, together with a required Claim for Payment form, to be fully completed and signed by the supplier, and received at the Plant Office. No late fee, finance charge, carrying charge, interest, or other charge shall be assessed as to any payment issued by the Board's Fiscal Officer within 60 days of the last Plant Office day of the month in which a proper invoice and fully completed and signed Claim for Payment form is actually received at the Plant Office.

EXTENSION OF THE CONTRACT

If mutually agreeable to the Sewage Board and the successful bidder, the contract may be extended WITH NO CHANGE IN ANY TERMS AND/OR CONDITIONS for four (4) additional one (1) year increments. Any such extension shall be confirmed in writing executed by the supplier's authorized representative and an authorized representative of the Sewage Board not later than 7 days before the extended term is to begin.

TERMINATION OF THE CONTRACT

1. TERMINATION OF THE CONTRACT: The Sewage Board reserves the right to terminate the contract thirty (30) days after written notice is given if, in the Plant Superintendent's sole discretion, it is determined that the polymer[s] contracted-for will no longer satisfactorily meet the Plant's dewatering requirements, including if use of the alternate polymer[s] supplied under the process set forth in the technical description, requirements, standards and technical specifications is unsuccessful. If the contract is terminated under this provision, the supplier is entitled to payment for product 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.

2. TERMINATION OF THE CONTRACT – DEFAULT OR BREACH: The Board reserves the right to terminate any contract it enters into with the successful bidder/supplier immediately upon default in delivery or performance and, in the event of other breach, seven (7) days after written notice is given. If the contract is so terminated, the supplier is entitled to payment for conforming product satisfactorily delivered up 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.

3. TERMINATION OF THE CONTRACT – CONVENIENCE OF THE BOARD:

Whenever, in the sole judgment of the Board or its designee, the public interest so requires, the 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. 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 up 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.

(End of Instructions to Bidder section)

TECHNICAL SPECIFICATIONS

for

Polymer Flocculant (“polymer”)

POLYMER[S] – General Characteristics and Requirements

The polymer[s] shall be delivered in liquid form and readily soluble in water. It shall not adversely impact the Plant’s State Pollution Discharge Elimination System (“SPDES”) Permit for monitoring and compliance. Polymer[s] shall be in compliance with all applicable laws and regulations, and have no objectionable odor in the work environment. The liquid form and solution shall be nonflammable and non-corrosive. The Plant Superintendent reserves the right to disqualify any product that in the opinion of the Plant Superintendent poses a safety hazard, health hazard, or odor problem to Plant employees or the general public.

Required Performance Standards are as follows:

Cake, % TS minimum: 26%

Recovery, % minimum: 92% average or higher

Filtrate Capture: 0.2% or lower

Effectiveness of the polymer[s] at meeting the minimum performance standards as specified with sludge feed concentrations of 1.8% to 6 % shall be demonstrated.

POLYMER[S] – Requirements as to Equipment (if any)

Any equipment beyond the existing Plant equipment, needed to store, mix, and/or distribute polymer[s] shall be supplied, installed, and maintained by the supplier on a “no charge” basis to the Plant. The Sewage Board reserves the right to reject any polymer that requires additional equipment not compatible with current Plant equipment or which would impair or negate warranties as to existing Plant equipment.

POLYMER[S] – Chem Fill Stations

CEPT and BAF Backwash/Actiflo® station has a 2” male quick connect for each tank.

Thickening and Dewatering stations each have 3” male quick connects for each tank.

In all stations the delivery truck must pump the product to the tank(s) and bring sufficient hose for the task.

POLYMER PERFORMANCE – POST-CONTRACT SUBSTITUTION OF ALTERNATE POLYMER[S] TO MAINTAIN COMPLIANCE WITH PERFORMANCE STANDARDS

It is understood that the characteristics of the Plant’s sludge may vary during the supply period and, as a result, conforming polymer[s] upon which bids are based and a contract awarded may not meet the Required Performance Standards and criteria at a future time during the supply period under the contract awarded.

Should the supplier’s polymer[s] not meet the Required Performance Standards, criteria, and qualifications stated herein based on average performance during any continuous seven-day period, the supplier shall be given the opportunity to immediately supply alternate polymer products provided the performance of alternate polymer[s] equals or exceeds the Required Performance Standards and criteria stated herein, and the Net Polymer Cost does not increase.

The supply of alternate polymer products shall be subject to full-scale field evaluation verification tests (“verification tests”) provided for herein in the same manner as if the alternate polymer[s] were the polymer product[s] stated in the supplier’s bid proposal.

Should the performance of supplier’s polymer[s] not meet the Required Performance Standards, criteria, and qualifications stated herein based on average performance during any continuous ten-day period, including after substitution of alternate polymer product[s] as provided above, the Sewage Board or its designee reserves the right to terminate the contract upon the giving of notice as provided in the General Conditions of this bid invitation, above, as well as to award a contract to the next apparent responsible low bidder for the remainder of the supply period, or re-bid the polymer supply contract.

End of Technical Specifications section

BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

BID PROPOSAL SHEET FOR:

LIQUID DEWATERING POLYMER FLOCCULANT(S)

DIGESTED SLUDGE THICKENING POLYMER FLOCCULANT(S)

CEPT POLYMER FLOCCULANTS (S)

ACTIFLO® WASTEWATER CLARIFICATION PROCESS POLYMER FLOCCULANT(S)

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.

*Estimated usage Dewatering/Thickening: 295,000 pounds per year.

*Estimated usage CEPT/Actiflo: 70,000 pounds per year.

THE BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD RESERVES THE RIGHT TO INCREASE OR DECREASE THE ESTIMATED QUANTITIES ON AN "AS NEEDED" BASIS.

ITEM	*QUANTITY	X	UNIT PRICE	=	TOTAL
Dewatering/Thickening	_____		_____		_____
CEPT/Actiflo	_____		_____		_____

(1) Est Total Cost _____

(1) This combined total cost should be used to calculate the 5% Bid Bond or certified check.

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

NAME OF BIDDER: _____ DATE: _____
Print Full Name of the Bidder

BIDDER'S ADDRESS: _____

BIDDER'S TELEPHONE: _____

BY: _____
Print Name of Person Authorized to Sign for the Bidder

Print Title of Person Authorized to Sign for the Bidder

Signature of Person Authorized to Sign for the Bidder

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:

Date: _____

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

By: _____
Signature of Person Authorized to Sign This Statement on Behalf of Bidder



New York State Department of Environmental Conservation
Division of Water
SPDES Permit - WTC Authorization Request Instructions Page

(July 2023)

APPLICABILITY:

New or increased use and discharge of a Water Treatment Chemical (WTC) requires prior New York State Department of Environmental Conservation (NYSDEC) review and authorization. At a minimum, the permittee must notify NYSDEC in writing of its intent to change WTC use by submitting a completed WTC Form for each proposed WTC. NYSDEC will review that submittal and determine if a SPDES permit modification is first necessary or whether WTC authorization may proceed without a formal permit modification. The majority of WTC authorizations do not require SPDES permit modification. In any event, use and discharge of most WTCs cannot proceed without prior authorization from NYSDEC. NYSDEC staff may also direct you to use this form for review and authorization of other substances which could be present in wastewater.

Examples of WTCs include biocides, coagulants, conditioners, corrosion inhibitors, defoamers, deposit control agents, flocculants, scale inhibitors, sequestrants, and settling aids.

INSTRUCTIONS:

For **each** new or increased use of a WTC, please complete items 1.a., and 2 - 15 on the attached *WTC Authorization Request*. Some WTC manufacturers may be reluctant to reveal product formulations to the permittee. In those cases the WTC manufacturer may take a partially completed form from the permittee, fill in the remaining information plus items 1.b. and 16, and send the completed form directly to the permit writer. **Email the completed form to: spdesapp@dec.ny.gov**

SPDES ID:

Permit Class:

County:

Completing Item 8.b. (Outfall WTC Concentration) - In general, the average mg/L should be determined by dividing the average dosage in 7a by the average flow in 8a and then dividing by 8.34; the maximum mg/L should be determined by dividing the maximum dosage in 7a by the average flow in 8a and then dividing by 8.34; however, for blowdowns which are highly intermittent or are not tributary to a treatment system or some form of equalization, it may be appropriate to factor in the information in item 9 when completing this item.

Completing Item 12 (Toxicity Information) - All reported test data must represent tests conducted in accordance with current EPA toxicity testing manuals for appropriate species. Submission of acute (48 or 96 hour LC50 or EC50) and/or chronic (7 day NOEC or IC25) test results for at least one vertebrate and one invertebrate species is required.

In most cases, after reviewing the submission, NYSDEC will send a letter notifying the person identified in item 2.c and, if appropriate, to the facility inspector of the WTC authorization decision.

ADDITIONAL INFORMATION:

Please visit the NYSDEC website at <http://www.dec.ny.gov/permits/93245.html> for copies of this form, copies of the *WTC Annual Report Form*, and additional information on WTCs.



New York State Department of Environmental Conservation
Division of Water
SPDES Permit - WTC Authorization Request Page 1 of 2

(July 2023)

For help completing this form refer to instructions page and to <http://www.dec.ny.gov/permits/93245.html> .

1.a. Date Signed by Permittee -		1.b. Date Signed by WTC Manufacturer -	
2.a. Permittee Name -		2.b. SPDES No. - NY	
2.c. Contact Name -			
3.a. WTC Name -			
3.b. WTC Manufacturer -			
4.a. WTC Function -			
4.b. If WTC is a biocide is it NYS registered?		4.c. Registration Number -	
5. WTC Point of Addition -			
6. Affected Outfall(s) -			
7.a. WTC Daily Dosage: average lbs/day = _____ , maximum lbs/day = _____			
7.b. Dosage Frequency: minutes/day = _____ , days/week = _____			
8.a. Outfall Flow Rate: average MGD = _____ , maximum MGD = _____			
8.b. Outfall WTC Concentration: average mg/l = _____ , maximum mg/l = _____			
9.a. System Blowdown Flow Rate: average gpm = _____ , maximum gpm = _____			
9.b. System Blowdown Frequency: minutes/day = _____ , days/week = _____			
10.a. WTC Composition - Ingredients/Impurities (note: ingredients/impurities must total to 100%)	10.b. %	10.c. CAS#	10.d. Outfall Concentration
			mg/l
			mg/l
			mg/l
			mg/l
			mg/l
			mg/l
			mg/l
10.e. Intermediate/Final Degradation Products -			
11. WTC BOD and COD (lb/lb) -			



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1.a. Date Signed by Permittee -		1.b. Date Signed by WTC Manufacturer -		
2.b. SPDES No. - NY				
3.a.. WTC Name -		7.a. Avg/Max Daily Dosage = / lbs/day		
12. WTC Toxicity Info (most sensitive species) - Attach description of endpoint for each EC50.				
12.a. Vertebrate Species	Acute LC50	Acute EC50	Chronic NOEC	Chronic IC25
	mg/l	mg/l	mg/l	mg/l
12.b. Vertebrate Species	Acute LC50	Acute EC50	Chronic NOEC	Chronic IC25
	mg/l	mg/l	mg/l	mg/l
12.c. Invertebrate Species	Acute LC50	Acute EC50	Chronic NOEC	Chronic IC25
	mg/l	mg/l	mg/l	mg/l
12.d. Invertebrate Species	Acute LC50	Acute EC50	Chronic NOEC	Chronic IC25
	mg/l	mg/l	mg/l	mg/l
13. Summarize measures in place to ensure that excessive levels of WTC are not used -				
14. WTCs to be discontinued when use of this WTC begins –				

15. Permittee Certification - I certify under penalty of law that this request and all attachments are, to the best of my knowledge and belief, true, accurate and complete. I also certify that the WTC Usage Requirements and any additional requirements specified in the decision letter I will receive will be adhered to.

PRINT NAME -	SIGNATURE -
TITLE/COMPANY -	
TELEPHONE -	EMAIL -

16. WTC Manufacturer Certification - I certify under penalty of law that Sections 1-4, 10-12 and any additional composition documentation submitted with as part of this request are, to the best of my knowledge and belief, true, accurate and complete.

PRINT NAME -	SIGNATURE -
TITLE/COMPANY -	
TELEPHONE -	EMAIL -