



Plattsburgh, New York

Kristofer Gushlaw
Chief Plant Operator

Water Resource Recovery Facility
53 Green Street
Plattsburgh, NY 12901
518-563-7172
gushlawk@cityofplattsburgh-ny.gov

MEMORANDUM

TO: Sylvia Parrotte, City Clerk

FROM: Kris Gushlaw

DATE: February 1, 2022

**RE: BID SPECIFICATIONS - CONTRACT #WRRF 2022-02
LIQUID ALUM FOR WRRF**

Enclosed are bid specifications for the above and we have mailed specifications to the following companies:

- | | |
|--|--|
| 1. Slack Chemical Company
465 South Clinton Street
Carthage, NY 13619-0030 | 5. Gulbrandsen Technologies, Inc.
2 Main Street, P.O. Box 5523
Clinton, NJ 08804 |
| 2. Surpass Chemical Company
1254 Broadway
Albany, NY 12204-0165 | 6. Holland Company, Inc
153 Howland Avenue
Adams, MA 01220-1199 |
| 3. Thatcher Company of New York
P.O. Box 27407
Salt Lake City, UT 84127-0407 | 7. Univar , USA, Inc
175 Terminal Road
Providence, RI 02905 |
| 4. JCI Jones Chemicals Inc.
100 Sunny Sol Boulevard
Caledonia, NY 14423 | 8. Chemtrade
522 Garneau Street
St-Jean-Sur-Richelieu
Quebec, Canada J3B8V1 |

Cc: J. Ruff
City Clerk
File: Bids and Contracts/2022



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NOTICE TO BIDDERS

The Common Council of the City of Plattsburgh, New York, will receive sealed bids up until 11:00 a.m. on Tuesday, March 1, 2022 at the City Clerk's Office, 41 City Hall Place, Plattsburgh, New York, for **Liquid Alum for the Water Resource Recovery Facility**. The bids will be publicly opened and read aloud in the Common Council chambers of the City Hall Building at 11:00 a.m. on this same date.

Bid specifications will be available at the City Clerk's office and on the City of Plattsburgh website under the "Find-Bid Opportunities" section, on or after February 1, 2022.

Bids to be accompanied with a Non-Collusive Bidding Certificate.

Envelope containing bid shall be plainly marked, "**Liquid Alum for the Water Resource Recovery Facility**". **Contract #WRRF 2022-02.**

The Common Council of the City of Plattsburgh, New York, reserves the right to reject any and/or all bids and to waive any and/or all informalities that do not affect the validity of the bid.

Kristofer Gushlaw
Chief Plant Operator

Cc: J. Ruff
City Clerk
File: Bids and Contracts/2022

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WATER RESOURCE RECOVERY FACILITY
CONTRACT NO. WRRF 2022-02

ENVIRONMENTAL SERVICES DEPARTMENT
CITY HALL
PLATTSBURGH, NEW YORK 12901
(518-563-7731)

JONATHAN P. RUFF
ENVIRONMENTAL MANAGER

FEBRUARY 2022

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INFORMATION FOR PROSPECTIVE SUPPLIERS

1.1 OPENING OF PROPOSALS

- A. Proposals will be opened at the time and place set forth in the Proposal form. Every proposal received before that time, or authorized postponement thereof, will be opened. Suppliers and other persons properly interested may be present in person or by representative.
- B. The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof or may waive any informalities in or reject any or all proposals. Any proposal may be withdrawn prior to the advertised time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No supplier may withdraw a bid within 30 days after the actual opening thereof.
- C. Conditional proposals will not be accepted.

1.2. PREPARATION OF PROPOSAL

- A. Proposals must be submitted on prescribed proposal forms or facsimiles thereof. All blank spaces must be filled in, in ink or typewritten, in both words and figures where so indicated.
- B. Each proposal must be submitted in a sealed envelope with "Contract #WRRF 2022-02 Liquid Alum" printed on the outside of the envelope. Proposals must be submitted to the City Clerk, City of Plattsburgh, 41 City Hall Place, Plattsburgh, NY 12901. Proposal to be submitted and received by the City no later than 11:00 a.m. on March 1, 2022.

1.3 COPIES OF CONTRACT DOCUMENTS

- A. Copies of the contract documents may be obtained from the City Clerk, 41 City Hall Place, Plattsburgh, New York 12901 or on the City of Plattsburgh website. (phone #518-563-7702, fax #518-562-5844). www.cityofplattsburgh.com

1.4 NON-COLLUSIVE BIDDING CERTIFICATE FOR CONTRACT PROPOSAL

- A. Each prime Supplier submitting a proposal for any portion of the work contemplated by the contract documents shall execute a non-collusive certificate as required by applicable New York State law, in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such certificate shall be attached to the proposal. Failure of any supplier to abide by this provision shall be cause for rejection of their proposal.

INFORMATION FOR PROSPECTIVE SUPPLIERS, CONTINUED...

1.5 QUALIFICATION OF SUPPLIERS

- A. The Owner may make such investigation as he deems necessary to determine the ability of the supplier to perform the work and the supplier shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- B. The Owner reserves the right to reject any proposal if the evidence submitted by or investigation of such supplier fails to satisfy the Owner that such supplier is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- C. The Owner requires the supplier that is to do the work described in this contract to have demonstrated abilities in supplying and technical support for the chemical used.

1.6 CONDITIONS OF WORK

- A. The supplier must furnish all chemicals necessary for meeting requirements as needed by the City.

1.7 OBLIGATION OF SUPPLIERS

- A. At the time of the opening of proposals, each supplier must be thoroughly familiar with the proposal documents, including all Addenda. The failure or omission of any supplier to receive or examine any form, instrument or document shall no way relieve any supplier from any obligation in respect to his proposal.

1.8 ADDENDA AND INTERPRETATIONS

- A. No interpretations of the meaning of the Specifications or other contract documents will be made to any supplier orally. Every request for such interpretation shall be in writing to the City Environmental Manager, and to be given consideration, must be received at least 5 days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Addenda will be mailed to all prospective suppliers at the respective address furnished prior to the date as fixed for opening of proposals.

Failure of any supplier to receive any such addendum or interpretation shall not relieve any supplier from any obligations under their proposal as submitted. All addenda so issued shall become part of the contract documents.

INFORMATION FOR PROSPECTIVE SUPPLIERS, CONTINUED...

1.9 BASIS FOR AWARD

- A. Award will be made to the lowest responsible supplier as determined from the Proposals. Unit prices shall govern in the event of a math error. On contracts with estimated quantities, the award will be made on the unit prices quoted.

- B. The City of Plattsburgh reserves the right to reject any or all proposals received. The City will regard all proposals received as an agreement by the supplier to conform to all items of these specifications unless specific exceptions are to the best interest of the City.

GENERAL CONDITIONS

2.1 CONTRACT AND CONTRACT DOCUMENTS

- A. The specifications and Addenda shall form part of Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, titles, headings, contained herein and in said documents are solely to facilitate reference to various provisions of the Contract documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer.

2.2 DEFINITIONS

- A. "Contract" means the contract executed by the City of Plattsburgh and the Supplier.
- B. "Supplier" means the person, firm or corporation executing the agreement.
- C. "Sub-Contractor" means a person, firm or corporation supplying labor and materials or only labor for work under separate contract or agreement with the Supplier.
- D. "Engineer" means the City Environmental Manager of the City of Plattsburgh, a duly authorized person representing the City of Plattsburgh.
- E. "Owner" shall mean the City of Plattsburgh. All contracts and agreements connected with the Owner shall be executed by the Mayor.

2.3 TIME OF CONTRACT

- A. The Contract period shall be for one (1) year, commencing on March 14, 2022, or as indicated otherwise in a formal Notice to Proceed. Contract period may be extended for two (2) additional one-year periods, by mutual agreement of the Owner and Supplier. Notice of extension must be in writing 60 days prior to Contract expiration.

GENERAL CONDITIONS CONTINUED...

2.4 TERMINATION OF CONTRACT

- A. The owner shall have the right to terminate the Contract after thirty (30) days written notice in the event:
 - 1. The Supplier fails to perform under the terms of this Contract.
 - 2. The Supplier fails to proceed in a diligent and workmanlike manner as determined by the City Environmental Manager or Chief Plant Operator of the Water Resource Recovery Facility.

2.5 PAYMENT

- A. The Supplier shall be responsible to comply with all record keeping and cost account requirements of the Engineer. The Supplier shall be paid only for material ordered in accordance with an authorized Purchase Order to be issued by the Chief Plant Operator of the Water Resource Recovery Facility.
- B. Payment shall be made at the proposal unit price times the number of dry tons of alum delivered.
- C. The City of Plattsburgh (a municipal government) is exempt from payment of sales and compensating use taxes of the State of New York, and of cities and counties on all materials and supplies sold to the City pursuant to this contract and these taxes are not to be included in the proposal price.
- D. Individual shipments will be ordered under the authorized purchase order as required.
- E. The estimated proposal quantities are for proposal evaluation purposes only. The City reserves the right to order more or less than the proposal quantity as determined by the actual usage in the plant operation.

INSURANCE REQUIRED OF OTHERS

CONTRACTORS (and SUBCONTRACTORS)

Contractors, and their associated subcontractors who perform construction work on City projects, provide services to the City, or provide supplies to the City on a regular basis, are required to submit evidence of insurances as follows:

(A) GENERAL LIABILITY

Premises-Operational-Contractual BI/PD \$ 1,000,000
F.S.L./\$ 2,000,000 AGGREGATE

Completed Operations/Products BI/PD \$ 1,000,000
C.S.L./\$ 2,000,000 AGGREGATE

All policies must be on the COMPREHENSIVE FORM and the City of Plattsburgh is to be named as Additional Insured.

The X, C and U exclusions are to be eliminated if the contract involves certain types of work. If blasting is involved, the X exclusion is to be eliminated. If grading, excavating or pile driving work is involved, the C and U exclusions are to be eliminated.

(B) AUTOMOBILE LIABILITY -

Including owned, non-owned and hired vehicles -

Bodily Injury/Property Damage = \$1,000,000. C.S.L.

(C) WORKER'S COMPENSATION -

In addition to the normal New York statutory coverage that is required, an All States or New York endorsement is required from the Contractors domiciled in a state other than New York. Those Contractors that are domiciled in the monopolistic State Fund states of Nevada, North Dakota, Ohio, Washington, West Virginia and Wyoming are to provide a certificate directly from their respective State Fund rather than their agent or broker.

If a contract involves any work that requires an employee to enter the confines of the inter-state waters of Lake Champlain, the Worker's Compensation policy is to include a United States Longshoremen's and Harbor Worker's Compensation Act endorsement as part of their policy.

INSURANCE REQUIRED OF OTHERS CONTINUED...

(D) NEW YORK STATE DISABILITY BENEFITS -

Statutory coverage is required from all contractors regardless if they are domiciled in New York or in a state other than New York if they employ any individual who is a legal resident of the State of New York.

(E) GENERAL INFORMATION -

All Certificates of Insurance must be on the ACORD Form 25 or a comparable insurance company certificate and indicate 30 days written notice to the City should any of the described policies be canceled before the expiration dates. Certificates provided by the State Fund are permissible on their own form but must contain the 30 days written notice of cancellation.

Excess liability on the Umbrella Form noted on the Certificate can be combined with the general liability and automobile liability limits to satisfy the minimum limits that are required. If it is indicated that Excess Liability is on other than an Umbrella Form, the Certificate must indicate that the Excess Liability coverage is on a following-form basis.

During the transition to the "Simplified" General Liability format, the old forms will be permitted and no aggregate is required for other than Product Liability coverage. The aggregate limit for Product Liability on the old forms should equal or exceed the Products per occurrence limit. Any coverage using a claims-made format must be approved by the Insurance Analyst.

Certificates of insurance on the Acord Form 25 must be submitted with the proposal.

CITY OF PLATTSBURGH, NEW YORK
WATER RESOURCE RECOVERY FACILITY
CONTRACT #WRRF 2022-02

BID SPECIFICATIONS: BULK LIQUID ALUM 48.5% SOLUTION

TECHNICAL

Delivery time after an order is placed must be within five (5) days and this is to be stated on the Proposal Schedule. Supplier shall specify the tank truck quantity to be delivered on the proposal schedule. Deliveries shall be scheduled on weekdays. Chemical that is to be supplied in the Bid Proposal shall be delivered in tank truck quantities, F.O.B at the Water Resource Recovery Facility, 53 Green Street, Plattsburgh, NY 12901.

Supplier must specify the unit weight of bulk liquid alum 48.5% solution in pounds per gallon (lb/gal) on the proposal schedule and submit appropriate emergency service phone numbers, technical storage, and handling information and current Safety Data Sheet.

The City retains the right to terminate contract at any time if it is deemed that the liquid alum is incompatible with piping, pumping equipment, material, or it does not meet criteria set forth regarding minimum solution strength.

One storage tank is available at the WRRF with a working capacity of 2,650 gallons and a 2" quick disconnect cam-type male fitting on the fill pipe. Hazardous substance bulk storage I.D. number is 5-000023 - tank #011. The Bidder must specify the quantities of each tank truck shipment to be supplied on the Bid schedule.

Estimated quantity for the contract period is:

LIQUID ALUM 48.5% SOLUTION = ~18,000 GALLONS OR 48.5 DRY TONS

Bulk quantity per truck load shipment must be between 2000 gallons and 2500 gallons.

SPECIFICATIONS: LIQUID ALUM, CONTINUED...

Criteria for minimum requirements for liquid alum 48.5% solution are as follows:

- 48.5% solution
- 1.33 + specific gravity.
- 11.1 + lbs/gallon.
- 0.485 + lbs. aluminum/gal.
- >2 pH
- 8.3% Al₂O₃

A certificate of analysis must be submitted with each shipment received. All shipments must provide information showing analytical data confirming that the alum received was 48.5% or better in strength. If the supplier delivers material below the required 48.5% minimum strength, then the City retains the right to terminate the contract and solicit new proposals. The 48.5% solution of alum must be the minimum strength provided. The liquid alum must be certified under ANSI specification 60 for use in potable water treatment and comply fully with A.W.W.A. Specification B403-93 or as amended. Liquid alum should be made from bauxite ore and sulfuric acid.

A SDS must be supplied with the proposal, and the SDS must include NFPA ratings for liquid alum. The NFPA ratings shall include health hazard, fire hazard, and reactivity. Additionally, any specific hazard information must be included which needs to be displayed. For all the hazards, a numerical rating must be given for a NFPA rating.

CITY OF PLATTSBURGH
WATER RESOURCE RECOVERY FACILITY
PROPOSAL FORM - CONTRACT #WRRF 2022-02

PROPOSAL TITLE: Liquid Alum, Contract #WRRF 2022-02

PROPOSAL OPENING:

DATE/TIME/LOCATION: At the City of Plattsburgh, City Hall, Common Council Chamber,
41 City Hall Place, Plattsburgh, NY 12901
March 1, 2022 at 11:00 a.m.

Furnish and deliver FOB Water Pollution Control Plant, 53 Green Street, Plattsburgh,
New York 12901, the following:

EST QTY	UNIT	DESCRIPTION	UNIT PRICE (\$)/DRY TON	TOTAL (\$)
48.5	DRY TONS	48.5% LIQUID ALUM		

ESTIMATED TOTAL PRICE: _____ In Words

Gallons per Shipment _____ (2,500 gallon **MAXIMUM** shipment size)
Pounds per Gallon _____

DELIVERY: _____ Days After Order is Placed
DELIVERY CONTACT - Person in charge for setting up deliveries _____

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE: _____ **FAX #** _____

EMERGENCY PHONE# _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE (PRINTED) _____

TITLE: _____ **DATE:** _____

E-MAIL ADDRESS OF COMPANY CONTACT _____

ADDENDUM NO. 1 ACKNOWLEDGEMENT _____

ADDENDUM NO. 2 ACKNOWLEDGEMENT _____

ADDENDUM NO. 3 ACKNOWLEDGEMENT _____

- REQUIRED SUBMITTALS:**
1. Non-Collusive Bid Certificate for Proposal.
 2. Safety Data Sheet with NFPA Ratings.
 3. Insurance Acord Form 25.
 4. Certification that alum meets ANSI specification 60 and comply with AWWA specification B403-93 or as amended.

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF _____)
) **SS**
COUNTY OF _____)

_____, being first duly sworn, deposes
and says that:

1. He is _____ of _____
the bidder that has submitted the attached bid;
2. he is fully informed respecting the preparation and contents of the attached bid
and of all pertinent circumstances respecting such bid;
3. such bid is genuine and is not a collusive or sham bid;
4. neither the said bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties of interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person
to submit a collusive or sham bid in connection with the Contract for which the attached
bid has been submitted or to refrain from bidding in connection with such Contract, or has
in any manner, directly or indirectly, sought by agreement or collusion or communication
or conference with any other bidder, firm, or person to fix the price or prices in the
attached bid or of any other bidder, or to fix any overhead, profit or cost element of the
bid price or the bid price of any other bidder, or to secure through any collusion,
conspiracy, connivance or unlawful agreement any advantage against the City of
Plattsburgh, or any person interested in the proposed Contract;
5. no official, officer, employee or agent of the City of Plattsburgh is directly or indirectly
interested in the bid, or the work to which it related, or in any portion of the profits thereof;
and,
6. the price or prices quoted in the attached bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or
any of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

SIGNED _____

TITLE _____

Subscribed and Sworn to before me this

_____ day of _____, _____

(NAME AND TITLE)

My Commission Expires _____, _____