CITY OF PEEKSKILL

NOTICE TO BIDDERS

BID # 2019-012

“2020 Water Treatment Plant Chemicals & Sludge Removal”

NOTICE IS HERE GIVEN that sealed bids will be received at the Office of the City Clerk, 840 Main Street Peekskill, New York until 11:00 A.M. on December 5, 2019, at which time they will be publicly opened and read for: 2020 Water Treatment Plant Chemicals & Sludge Removal.

Copies of the bid specifications are on file and may be obtained as of November 21, 2019, at the Department of City Services, Room 21, City Hall, 840 Main Street, Peekskill, New York 10566. For further information, contact Brian Raphael, Assistant Water & Sewer Superintendent, at 914-734-4153.

The Bidder assumes the risk of any delay in the mail or in the handling of the mail by the employees of the City of Peekskill. Whether sent by mail or means of personal delivery, the Bidder assumes the responsibility for having the bids in at the time specified above. All bids are to be returned to the City Hall 840 Main Street Peekskill, NY 10566, marked:


The City reserves the right to accept or reject any or all bids or portions of a bid if deemed in the best interest of the City of Peekskill.
Information for Chemical Bidders:

The following chemicals are used at the treatment plant:

**Chemical Name**

- 25% Liquid Sodium Hydroxide (Caustic Soda)
  Approx. 37,500 Gallons
- 12.5% Sodium Hypochlorite
  Approx. 42,500 Gallons at the treatment
  plant and 5,800 gallons at the Swimming Pool
- Liquid Orthophosphate 36%
  Approx. 3,500 Gallons
- Liquid Aluminum Sulfate 48.6%
  Approx. 80,000 Gallons
- Liquid CO₂
  Approx. 225,500 Pounds
- Poly Aluminum Chloride (Not currently used – see further explanation below)
- Cationic Liquid Polymer
  Approx. 1,500 Gallons
- Projected sludge pick-up and disposal is
  Approximately 1,100,000 Gallons.

The City of Peekskill retains the right to not be obligated to any minimum nor maximum quantity of chemicals purchased for the 2020 fiscal year. All quantities to be delivered will be specified by the Director of Public Works or his representative at the time the chemical order is placed.

All chemical deliveries will be pumped from the delivery vehicle into the facility through a two inch (2") quick disconnect pipe. All deliveries must comply with the onsite Chemical Bulk Storage Spill Prevention protocol.

Liquid Aluminum sulfate - Product must be manufactured using Bauxite Ore and Sulfuric acid and contain a minimum of 8.3% alumina. The PH of the product shall be greater than 2.0. Products manufactured using Aluminum (a) hydrate based materials will not be accepted.

It is the City of Peekskill's intent to discontinue use of Liquid Aluminum Sulfate during the 2020 fiscal year and replace it with Polyaluminum Chloride (PACL) as a coagulant once NYSDOH approval has been granted. The City of Peekskill will accept bids for PACL, however lowest bidder must provide the following:

a) The Lowest bidder for PACL must conduct a minimum of two (2) jar tests during a 90-day period of time from January 1, 2020 – March 31, 2020, on-site at the City of Peekskill Water Treatment Plant using the raw water supplied from the Campfield Reservoir. The jar testing equipment must simulate the Dissolved Air Flotation (DAF) process and must prove compatibility with the City's treatment process. Furthermore, the company must demonstrate that switching to PACL is in the best interest of the City for financial and process control considerations.
b) If it is determined that it is favorable to switch over to a PACL product, the City will remove and dispose of all sediment and clean one existing bulk storage tanks that is used to store the Aluminum Sulfate coagulant. Once clean, it can then be refilled with the PACL for use in the treatment plant. After the Director of Public works or his representative determines compatibility with the treatment process, the second tank will be drained by City staff and it will be prepared for filling with PACL product.

Deliveries:

Orders shall be placed by the Director of Public Works or his representative. Shipments shall be made within seven (7) working days after notification. Deliveries will be made to the City of Peekskill Water Filter Plant, 1000 Lindbergh Place, Peekskill, New York 10566. In addition, the City of Peekskill Parks Department located at 1 Robin Drive, Peekskill, NY will be requesting deliveries for Sodium Hypochlorite for use with the City’s swimming pool.

The Water Filter Plant is located in a residential neighborhood.

Unit Prices:

Unit bid prices shall include any other associated cost of shipping, handling, furnishing, delivery and unloading to the City of Peekskill Water Filter Plant. In addition, the unit cost shall include any other associated costs connected with the transportation of chemical materials mandated by federal, state, or local law.

In addition to the above requirements, the following is also required for each item:

- The product shall have the approval of the United States Environmental Protection Agency (EPA), the Department of Environmental Conservation and Health of the State of New York (NYSDOH), and the Westchester County Department of Health (WCDOH), for use in the treatment process for potable water. In addition, product must be a drinking water treatment additive in accordance with standard ANSI / NSF 60 8N76.

- Safety Data Sheets and product bulletin must be submitted with the bid document.

- An emergency response team must be available to respond to the Water Filter Plant 24 hours a day 7 days a week.

- A sample of chemical being delivered will be collected prior to off-loading and its purity verified by our onsite laboratory.

- The temperature of the chemical at time of delivery shall be less than 130 degrees Fahrenheit.

- Operator training should be available upon request at no additional cost.

- It is a requirement of this bid that all interested vendors have a representative visit the site to ascertain for themselves the delivery conditions that pertain for each chemical bid. Approaching road conditions with associated state and local vehicle travel limitations and conditions at the Lindbergh Place Water Treatment facilities must be evaluated. No consideration will be entertained by the City for vendors' misunderstanding as to any
anticipated delivery means, methods, vehicle size or any other limitations on delivery of specified chemical quantities.

- Up to twelve (12) Bulk Storage information labels indicating chemical name and Haz-Mat information must be provided by the company awarded the chemical bid for tank labeling. The minimum size of the label must be 10 inches by 14 inches and should be stickers that are adhered to the bulk storage tanks.

**Information for Sludge Removal bidders**

**SCOPE OF WORK**
The Peekskill Water Treatment Plant will generate, approximately 7,000 gallons of 4-6% solids and need to be hauled away between two (2) to four (4) times per week. The total annual estimate on which the bid should be based is 1,100,000 gallons. The residuals will be stored in Sludge holding tanks on site and will be removed by pumping to tanker trucks for removal. The Facility has 28,000 gallons of onsite storage.

Under this Contract, the successful bidder (contractor) shall provide the tanker trucks and periodically remove the sludge accumulated and dispose of the materials off the site. The Contractor shall be responsible for loading the sludge into the tanker trucks and for keeping vehicles in proper repair.

**MATERIALS AND METHODS**
The Contractor shall be notified by telephone by the Director of Public Works or other duly authorized City water personnel whenever sludge removal is required. The Contractor shall remove sludge solids from the tank within twenty-four (24) hours of notification. Typically, removal is two (2) to four (4) times a week. Normally the tanker trucks shall arrive at the plant between the hours of 7:00 am and 3:30 pm, Monday through Friday. However, work after hours, on weekends or holidays, may be requested by the City. The Contractor will position the tanker truck at the location on the site directed by the plant supervisor or his duly authorized representative. Interested contractors are urged to visit the site prior to bidding to familiarize themselves with the location and operation.

In the event of a spill caused by the Contractor's operation, the Contractor shall be responsible for the cleanup and the disposal of all debris in an approved manner and for restoring all areas affected to their original condition.

The Contractor shall ensure that all labor, material, and equipment necessary to provide the required services does exist, is under the Contractor's direct control and is in good working order at the effective date of the contract.

**DISPOSAL OF MATERIAL**
The disposal site of the material removed from the Plant under this Contract shall be stated at the time of the bid in the section titled "Identification of Disposal Site." The site shall hold a permit to accept water treatment plant sludge solids. The successful bidder shall obtain all "permits" necessary to dispose of the material at the site identified in the bid prior to the award of the Contract. All permits shall be obtained and held in full force and effect by the Contractor throughout the term of this Contract at no cost to the City. Copies of the Permits must be furnished to the City prior to the Award and throughout the term of the Contract. The Contractor shall assume full and total
responsibility for the removed material and shall hold the City, its employees, and agents harmless from any action pertaining thereto, including payment of any fines associated therewith.

If during the course of the Contract, the disposal site is closed, then the Contractor shall be responsible for identifying and obtaining the necessary permits for disposal at an alternate site. In any case, the Contractor shall continue to be responsible for fulfilling his Contract pending a resolution of the Bid Price.

The Contractor shall employ a chain-of-custody manifest system to record all persons and all equipment involved in removing, transporting, and disposing of the material under this Contract. The manifest system is being instituted:

- To ensure traceability and proper transfer of responsibility of all the Peekskill sludge solids removed, transported, and disposed of under this Contract from its removal from the Peekskill site through its acceptance at the Contractor's disposal site;
- To document removal, transport, and disposal operations in compliance with law, regulations, and permit authorization and consistent with conditions under which this Contract was awarded;
- To support Contractor's application for payment.

The following information must appear on or with the manifest:

- Assignment of a unique identification number for each load of material removed from the City site;
- Container identification number;
- Date and time material was removed from the site;
- Transport vehicle identification number;
- Signature of representative for both the City and the Contractor at each load's pickup and removal;
- The number of gallons of sludge solids pumped into the contractor's tanker truck;
- Any change in responsibility for any container or transport vehicle between initiation and conclusion of each load's manifesting shall be accompanied by the date/time the responsibility was transferred, an explanation of the circumstances, and the signatures of the formerly responsible and newly responsible parties.
- The Contractor must furnish the City a ticket or other receipt from the disposal site for each container delivered. The receipt must have the name, address and telephone number of the disposal site as well as the time and date the filled container was received. It must also be noted with the container number and the vehicle identification number.
• The Contractor will perform, at Contractor's expense, all other testing required for the removal, transport, and disposal of the Peekskill Water Treatment Plant's Sludge Solids. Copies of the results of any tests and reports required, prepared, and filed by the Contractor incorporating this data will be forwarded to the City.

• The Percentage of solids in the sludge varies between three (3) and six (6) percent.

• The Contractor's bid price will be a unit price per gallon. It is estimated that the Contractor will be required to remove approximately 1,100,000 of sludge solids during the term of this Contract. The number of gallons, though approximate only, is to be used as the basis for the Award of this Contract. The Contractor shall receive payment per gallon, of trucked sludge solids removed based on the Waste Disposal Tickets. The unit price bid shall include the furnishing of all labor and equipment necessary to remove, transport, and dispose of the type of material for a period of one (1) year commencing on January 1, 2020 and terminating on December 31, 2020.
NON-COLLUSIVE BIDDING CERTIFICATION


"(a) 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 a to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

"(1) The prices in this Bid have been arrived at without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder 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 be knowingly disclosed by the Bidder prior to the opening, directly or indirectly, to any other Bidder or to any competitor;

"(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.

"(b) A Bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with, provided, however, that, 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 reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the Bid shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is submitted, or his designee, determines that such disclosure was not made for the purpose of restricting competition".

Dated 2018

(Seal of Corporation)

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Legal Name of Person, Firm or Corporation

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Business Address of Person, Firm or Corporation
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All pricing per Gallon unless otherwise noted.

Vender Name and Address

Signature

Date