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MAYOR



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PURCHASING AGENT

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www.romenewyork.com

BID NUMBER: RFB-2018-033
BID OPENING: 11/26/18 at 3:00 PM (local time)
BID TITLE: SUPPLY APPROXIMATELY 20,000 POUNDS* OF
CATIONIC POLYMER CFLOCCULANT FOR USE AT
CITY OF ROME WATER POLLUTION CONTROL
FACILITY

COMPANY NAME: _____

MAILING ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

WEBSITE: _____

SIGNATURE: _____

PRINTED NAME/TITLE: _____

TOTAL OF BID: \$ _____

PROPOSER'S WARRANTY: The above-signed person by his/her affixed signature certifies that he/she is an officer of the organization. He/she has been specifically authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in this Proposal, other than those deviations noted above. He/she has fully read and understands the Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed and that he/she has carefully examined and checked the materials, equipment, labor, service, and cost thereof, and hereby states that the amount or amounts set forth in the proposal is or are correct. The bidder further agrees not to make claim for reformation, modification, or correction of this proposal after the scheduled closing time for receipt of proposal bids.

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INVITATION AND INSTRUCTIONS TO BID

The City of Rome, New York invites your firm to participate in the enclosed Request For Proposal for:

BID NUMBER: RFB-2018-033
**BID TITLE: SUPPLY AND DELIVERY OF APPROXIMATELY
20,000 POUNDS* OF CATIONIC POLYMER
FLOCCULANT FOR USE AT CITY OF ROME WATER
POLLUTION CONTROL FACILITY**

This sealed bid will be publicly opened and read in the Common Council Chambers at:

BID OPENING: 11/26/18 at 3:00 PM (local time)

Bid must be covered by Money Order, Certified Check, or Bid Bond in the amount of 5% of the amount of the total bid.

If additional information is required, please contact:

Logan T. Fournier, Purchasing Agent
City of Rome
198 North Washington Street
Suite B-3
Rome, NY 13440

Phone: 315-339-7665

Fax: 315-838-1165

Email: lfournier@romecitygov.com

Or, electronically at
www.romenewyork.com ; click on Purchasing Department; Bid Opportunities, or go to: www.centralnybidsystem.com

The City of Rome reserves the right to reject any and all bids.

GENERAL CONDITIONS

SCOPE OF WORK:

Work shall include supply and delivery of approximately 20,000 pounds* of Cationic Polymer Flocculant for use at City of Rome Water Pollution Control Facility.

*Please include your quantity break(s) pricing if quantity ordered exceeds 20,000 pounds.

CONTRACT PERIOD:

Contract term is for one year from date of execution. Two (2) extensions of twelve (12) months each may be awarded upon mutual written agreement between the City of Rome and the Vendor. Any questions relative to interpretation of specifications may be directed to the Purchasing Agent, Logan Fournier at lfournier@romecitygov.com or 315-339-7665.

TAX:

Purchases by the City of Rome, New York, are not subject to any sales tax, federal excise tax or transportation tax. City of Rome Federal ID No: 15-6000414

FINANCE CHARGES:

The City of Rome will not be subjected to finance or late charges under this contract.

PRICE:

Best and final price shall be offered. Prices shall include shipping and handling. All pricing shall remain firm for the term of the contract.

The Consumer Price Index will be the standard for any price adjustments requested for fuel and/or commodities. Such request must be submitted in writing to be considered for approval by the City.

DURATION OF PROPOSAL OFFER:

Proposals are irrevocable for a period of sixty (60) calendar days following the closing date of this bid proposal.

METHOD OF AWARD:

The contract shall be awarded to the lowest responsible and responsive bidder whose proposal meets the requirements set forth herein. Final determination will be made by the City as deemed to be in its best interests. Taken into consideration will be the reliability of the bidder, the quality of the materials services offered, their level of quality and conformity with the specifications, and the terms of delivery.

ACCEPTANCE OR REJECTION:

The City of Rome Board of Estimate and Contract reserves the right to accept or reject any or all bids received.

COMPLETION DATE & DELIVERY SCHEDULE:

Each bidder must include in the proposal an approximate delivery date from contract award. Delivery time may or may not be considered at the time of bid consideration.

TIME IS OF THE ESSENCE:

All times stated herein are of the essence.

NOTICE OF DELAY:

If the successful bidder encounters difficulty in meeting performance requirements or has knowledge of a possible delay, the vendor shall immediately notify the Purchasing Agent, Donna M. Piekarski, preferably in writing. A slippage will require the vendor to demonstrate an alternate means of recovering the anticipated or actual delay in contract performance.

GUARANTEE/WARRANTY

The bidder must guarantee that the equipment offered is a model of regular stock product, with parts regularly used for this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations or standard practices. The unit delivered must be warranted against faulty materials and workmanship for a period that should such faults develop, the bidder agree to replace repair the unit or part affected without cost to the City of Rome, New York, with all replacement parts paid for by the contractor.

INSURANCE

The contractor (vendor) shall maintain such insurance as will protect him from all claims under the Workers' Compensation Act and all other causes of action for personal injury and property damage, naming the City of Rome as an additional insured. The requirements that need to be on a Certificate of Insurance are:

Workers' Compensation

- *Vendor must supply proof of their Workers' Compensation insurance per New York State Worker's Compensation Board Form **C105.2** and **DB120.1***
- *Accord Forms are not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.*
- *To obtain appropriate forms to use, including exemption of workers compensation due to self-employment, etc. please go to link www.wcb.state.ny.us or call the NYS Workers' Compensation Board at (877)632-4996.*

General liability

- **\$1,000,000** for each occurrence of property damage and bodily injury, and not less than
- **\$2,000,000** aggregate
- **\$1,000,000** auto liability, if vehicles are used.

Description Section

- *Should read "The City of Rome is included as additional insured".*

Certificate Holder and Additional Insured

- *Should read the City of Rome only. It should not include an individual department or the name of an individual person.*

Cancellation Section

- *Should read "30 days written notice".*

CONTRACT TERMINATION:

The City may terminate for cause if the vendor fails to perform any material condition of the contract and such failure continues unremedied for thirty (30) days after receipt of notice from the City.

LIMITATIONS:

Neither the vendor nor its affiliates shall be liable in any way for delay, failure in

performance, loss damage due to any of the following conditions: fire, explosion, power blackout, earthquake, flood, the elements, civil or military authority, or acts of God.

The vendor shall be liable for any delay, loss, and property damage attributable to any service or actions of any of its employees or agents.

GENERAL:

Any modification or waiver of any provision of the Contract must be in writing and signed by authorized representatives of both parties.

If any term or provision of the contract shall be held invalid or unenforceable, the remainder of the contract shall not be affected.

The waiver by either party of any breach of the Contract by the other party will not operate as a waiver of subsequent breaches of the same or different kind.

LITERATURE:

Each bidder shall include product or equipment literature as available.

PROTEST AND APPEAL PROCEDURES:

Protests regarding the validity or appropriateness of the specifications or of the Request for proposal shall be filed in writing with the City Clerk no later than two (2) days prior to the closing of the bids. The address to submit the protest is:

RFB-2018-033
City Clerk
City of Rome
198 N. Washington St.
Rome, New York 13440

Such protests will not be considered if received later than the date established in paragraph above. Protests shall be explicit and in sufficient detail to stand on their own record. Post-award protests shall be in writing in a diligent and timely fashion and to be received in the City Clerk's Office no later than five (5) days after receipt of the award notice.

PROPOSAL GUARANTEE (BID BOND):

Each proposal bid must be guaranteed by cash, certified check, or bid bond in the amount of 5% of the amount of the bid total.

The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.

The City may hold the proposal guarantee until the execution of the contract. All other proposal guarantees will be returned within thirty (30) days after proposal opening. The proposal guarantee of any proposer who withdraws a proposal after proposals are opened shall be forfeited to the City, irrespective of the reason for such withdrawal.

GENERAL MUNICIPAL LAW COMPLIANCE:

STATE OF NEW YORK, Section 103-a

Effective: July 1, 1959

“Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or an official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, (a) such person, and any firm, partnership or corporation of which he is a member, partner, or director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, for a period of five years after such refusal, and (b) any and all contract made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellations or termination, by any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid all pursuant to Section 103-a of the General Municipal Law of the State of New York.”

MINORITY BUSINESS ENTERPRISE PARTICIPATION:

Minority and women-owned business enterprises are encouraged in the performance of all City material, supply, professional and construction contracts and sub-contracts;

A "minority business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by minority group members. The minority ownership must exercise actual day-to-day management and control of the business.

"Minority" means Blacks, Hispanics, American Indians, Alaskan Natives, Asians and Pacific Islanders.

A "women-owned business enterprise" is defined as a business firm which is at least fifty-one percent (51%) owned by women. The women ownership must exercise actual day-to-day management and control of business.

Bidders are requested to provide the following:

- a. Is your company 51% or more women owned? yes no
- b. Is your company 51% or more minority owned? yes no
- c. If you answer YES to Number 2, check one of the following:
 Black Hispanic Alaskan Native
 AsianPacific Islands American Indian

RESPONSIBLE BIDDER

Each bidder will complete the following to enable the City to determine a Responsible Bidder.

- A. Is your firm presently engaged in actions which will lead to a merger, consolidation, or other form of reorganization? yes no
- B. Has your firm filed for bankruptcy? yes no

In determining the "lowest responsible bidder," in addition to price, the purchasing authority shall consider the ability, capacity and skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance or previous contracts or services; the and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; the quality, availability and adaptability of the supplies or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and the number and scope of conditions attached to the bid.

DEVIATIONS SHEET

DEVIATIONS FROM SPECIFICATIONS:

Bidders must itemize all deviations to the specifications on Deviations Sheet. If this is not sufficient space, attach additional sheets as required. A statement referring to manufacturer's literature or specifications without stating the actual deviation thereon will be cause for disqualification. Unless otherwise stated by the bidder on the attached sheet provided, the proposal will be considered as being in strict accordance with the specifications outlined herein, even though the manufacturer's literature indicated deviations from the City's specifications.



NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Chapter 675, Laws of 1966

- (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 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 process 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 knowingly 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 submit a bid for the purposes of restricting competition.

(Name of Bidder)

(Official capacity)

BIDDERS CHECKLIST

This bid may not be acceptable without completing the following information. For your protection, please review your bid and indicate by a check mark that all requested information has been included and/or read:

- | | |
|---|--------------------|
| <input type="checkbox"/> PROPOSER'S WARRANTY | Ref Page 1 |
| <input type="checkbox"/> INSTRUCTIONS TO BIDDERS | Ref Page 3 |
| <input type="checkbox"/> MINORITY BUSINESS ENTERPRISE PARTICIPATION | Ref Page 8 |
| <input type="checkbox"/> RESPONSIBLE BIDDER | Ref Page 8 |
| <input type="checkbox"/> DEVIATIONS SHEET | Ref Page 9 |
| <input type="checkbox"/> NON-COLLUSIVE BIDDING CERTIFICATE | Ref Page 10 |
| <input type="checkbox"/> BIDDERS LIST OF REFERENCES | Supplied By Bidder |

Do not separate or remove any pages from this bid package. Doing so may render your bid invalid. Please return the checklist with your bid



TECHNICAL SPECIFICATIONS
CATIONIC POLYMER FLOCCULANT

QUANTITIES: Quantity is approximate; contract shall be for the actual quantity ordered during the contract period. The quantity of Cationic Polymer Flocculant shall be approximately 20,000 lbs*.

***Please include your quantity break(s) pricing if quantity ordered exceeds 20,000 pounds.**

TAX: Purchases made by the city of Rome are not subject to any sales tax, federal excise tax or transportation tax.

PRICE: Price shall be F.O.B. Rome Water Pollution Control Facility; 7180 Lower East Dominick Street; Rome, NY 13440.

AWARD: Award will be made to lowest responsible bidder who meets the Technical Specifications. Items offered must meet the requirements of the City of Rome and must be approved by the City or Rome Public Works Commissioner, or his authorized agent. The City of Rome reserves the right to reject any or all bids, whichever may serve the best interest of the City of Rome.

DELIVERY: Delivery of Cationic Polymer Flocculant shall be in 55 lb, all polyethylene-lined, multi-walled bags.

MATERIAL SPECIFICATIONS: The Cationic Polymer Flocculant must be the equivalent of CIBA Zetag 7587.

DESCRIPTION: The Cationic Polymer Flocculant must be a high molecular weight cationic polyelectrolyte, supplied in a micro-bead form, which renders it completely non-dusting and free-flowing. It must be completely soluble in water and must have a rapid dissolving rate. The Polymer must exhibit a high cationic charge density.

PRINCIPAL USES: The Cationic Polymer Flocculant must be designed specifically as a flocculant for waste, and effective for conditioning these sludges prior to dewatering by belt filter presses. It must be compatible with our "wet weather operating procedures".

It must be able to aid in the coagulating and settling of activated sludge during high plant flows.

TOXICITY: An MSDS must be submitted with first shipment.

