

CITY OF NEWPORT, RHODE ISLAND
PURCHASING DIVISION
NOTICE TO BIDDERS

SEALED BIDS
Bid#13-067

Sealed bids are being requested to provide **Water Treatment Chemicals FY14**, in accordance with all terms and specifications contained herein, will be received in the Purchasing Office, City Hall, 43 Broadway, Newport, R. I., until:

2:00 o'clock PM., Local Time

16 April, 2013

THIS IS A PUBLIC OPENING

If additional information is needed, please contact the Technical POC listed in the package.

Bids/Proposals must be submitted in sealed envelopes addressed to the Purchasing Office, City Hall, 43 Broadway, Newport, R. I. 02840, and must be plainly marked in the lower left hand corner, "**Water Treatment Chemicals FY14 - #13-067**" Please provide one (1) electronic copy on CD with your submittal.

Note: Bid Tabulations will be posted on the City of Newport website generally within twenty-four (24) hours of the closing date. The bid tabulation area is located at www.cityofnewport.com under purchasing. The tabs are listed by bid number.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a bidder still not be satisfied,

he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the bid. The City will execute exemption certificates if furnished by the bidder when submitting his invoice.

The bidder will state the approximate delivery date in the bid, or the time required to make delivery after notification of award.

The right is reserved, as the interest of the City may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

The City of Newport reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the City.

The technical point of contact for this package is Robert Schultz, Deputy Director of Utilities, (401) 845-5614, rschultz@cityofnewport.com

Note: All bidders are responsible for insuring that no **addenda** have been added to the original bid package. All bid packages and addenda are located at www.cityofnewport.com under (Active Bids) within the Purchasing webpage using the above bid/proposal number or you can contact the Purchasing Department.

Prevailing Wage - Any construction over \$ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct. Click here for Prevailing Wage Tables.

Prevailing Wages also applies to ALL other (Non-Construction) Requirements. If the City's requirement is sealed bid, the DAVIS-BACON Wage Determination applies.

Buy American Act (1933- [Sections 10 \(a-d\) of Title 41](#)) and **Buy American Act Provision** (1982 - [Section 5323\(j\) of Title 49](#)) apply to this requirement, and therefore, documentation may be requested in support.

GENERAL CONDITIONS

1. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the City.
2. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 90 days from the deadline for submission of proposals.
3. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
4. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. All original documents and drawings shall become the property of the City after completion of the Service Provider's work.
6. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
7. The Service Provider hereby agrees that it will assign to the City of Newport all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Newport.
8. Unless otherwise stated, invoices are to be submitted (to Accounting Office) in duplicate upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
9. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.
10. City is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000260. Please bill less these taxes.
11. The City of Newport's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

12. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.
13. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
14. Unless otherwise specified all costs listed are firm for the term of the contract.
15. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
16. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
17. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
18. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
19. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, submitters, bidders, or any person or firm responding to a Request for Proposals.
20. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.

CITY OF NEWPORT, RHODE ISLAND
Erin Mulligan, Purchasing Agent
(401) 845-5414

**City of Newport
Department of Utilities
Water Division
Water Treatment Chemicals FY14
BID # 13-067**

INTRODUCTION

The City of Newport is seeking bids for furnishing chemicals for the treatment of drinking water in accordance with all terms and specifications contained herein. The duration of the contract period shall be from July 1, 2013 through June 30, 2014.

Along with the MSDS sheets, the successful bidder is required to supply, at no added charge, a DVD Safety tape for "Right To Know" compliance and hold a safety seminar the City can videotape. Also 4 sets of OSHA/NFPA labels must be provided to each plant. They will be used to identify products contained in each bulk tank, day tank and for appropriate doors to notify "first responders" in the event of an emergency.

The bidder is required to submit with the bid, a manufacturer's commitment letter to provide the City's product requirements.

Delivery will be made only during the normal working hours of the facility being served. Successful bidders are required to supply the name of a contact person who can be reached in emergencies. Deliveries should be made no later than three (3) days from day of order. Any problems in making the delivery within that time frame should be reported to the facility immediately. City staff will only assist in off-loading of the chemical which has been ordered by the City. At the time of delivery, a responsible city employee must sign all delivery slips. A copy of the delivery slip left with the facility. The City will not be liable for deliveries made contrary to the above.

All deliveries must be able to be made between 8 AM and 4 PM Monday-Friday on each of the five days. Deliveries shall be made to the following locations:

Lawton Valley Water Treatment Plant
2154 W. Main Road (Route 114)
Portsmouth, RI 02871

Station 1 Water Treatment Plant
100 Bliss Mine Road
Newport, RI 02840

Certified weight tickets for each delivery are required.

Delivery vehicles must be in safe working order and capable of safely unloading at the destination. The bidder is responsible for any ancillary delivery equipment that may be necessary to unload product-hoses, connections, etc.

**City of Newport
Department of Utilities
Water Division
Water Treatment Chemicals FY14
BID # 13-067**

TECHNICAL SPECIFICATIONS – Water Chemicals

Note: All chemicals furnished under this invitation should be United States manufacture unless otherwise stated.

ITEM #1 ALUMINUM SULFATE, LIQUID

Aluminum Sulfate for treatment of potable water. Approximately 36 degrees Baume. Total Aluminum Oxide not less than 8.05%; basic Aluminum Oxide not more than 0.3%. Weight per gallon approximately 11.1 pounds.

In an amount equivalent to approximately two hundred (200) tons of dry Aluminum Sulfate. Price per ton (dry basis) pumped into our storage tanks at Station #1, Newport, Rhode Island, and Lawton's Valley Station, Portsmouth, Rhode Island. Tank capacity approximately ten thousand (10,000) gallons at Lawton Valley, 5,000 gallons at Station One.

ITEM #2 LIQUID CHLORINE Approx. 25 tons for LV

Approximately twenty five (25) tons Liquid Chlorine in one (1) ton containers to be delivered as follows: Lawton's Valley Station Portsmouth, Rhode Island.

Delivery of one ton chlorine cylinders must be made by truck equipped with a rear hydraulic-lift tailgate or hydraulic lifting crane.

Successful chlorine bidder is required to furnish lead washers with each delivery.

ITEM #3 COPPER SULPHATE CRYSTALS

Approximately forty (40) tons commercial grade copper sulphate crystals for Water Treatment, to be delivered in eight (8) orders of five (5) tons each order to Station #1, Water Treatment Plant, Bliss Mine Road, Newport, Rhode Island. Delivery to be made in 50 lb. bags – not bulk. Crystal size to be what is considered a large crystal, not smaller than ½ inch, up to and including ¾ inch.

ITEM # 4 Hydrogen Peroxide Based Algecide

Approximately four thousand (4,000) gallons commercial grade hydrogen peroxide, to be delivered in four (4) orders of one thousand (1,000) gallons each order to Station #1, Water Treatment Plant, Bliss Mine Road, Newport, Rhode Island. Delivery to be made in 275 gallon totes. Approved products include GreenClean Pro as manufactured by BioSafe Systems LLC, or approved equal.

ITEM #5 Sodium Hydroxide (Liquid Caustic Soda)

Composition: Sodium hydroxide shall be provided in a liquid form. Due to temperature considerations the three solution concentrations that may be considered shall be 50%, 25% or 20% on a weight basis. Sodium hydroxide supplied in accordance with this specification shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hydroxide.

Standards:

- Sodium hydroxide shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals—Health Effects.
- Sodium hydroxide shall comply with the latest revision of ANSI/AWWA B501—Standard for Sodium Hydroxide (Caustic Soda), Section 4.

Certificate of Analysis: Sampling and analysis shall be conducted in accordance with the latest revision of B501—Standard for Sodium Hydroxide (Caustic Soda), Section 5.

QUANTITIES AND DELIVERY

- A. Each water treatment plant has a bulk storage tank of approximately 6,500 gallons capacity. The Lawton Valley tank is located outdoors. The Station 1 tank is located in the basement of the treatment plant.
- B. Minimum delivery is 3,000 gallons at each plant.
- C. The anticipated usage for the term of the contract is approximately 150,000 gallons of 25% sodium hydroxide per year. Approximately 45 percent of the deliveries will be to the Lawton Valley plant and 55 percent will be to the Station 1 plant. The City of Newport retains the option to increase or decrease the quantity purchased, and the strength, based upon actual usage.
- D. Delivery procedures shall comply with current federal, state, and local regulations and with the latest revision of ANSI/AWWA B501—Standard for Sodium Hydroxide (Caustic Soda), Section 6.
- E. Tank trucks used for the delivery of the sodium hydroxide shall be fully equipped to unload by pressurizing the tanks with air and shall be equipped with valves to control the flow of sodium hydroxide into the storage tank and to enable rapid shut-off if an emergency arises.

**City of Newport
Department of Utilities
Water Division**

Water Treatment Chemicals FY14

BID # 13-067

PROPOSAL SHEET

The undersigned agree to furnish to the City of Newport, Rhode Island, the following Chemicals, meeting specifications contained herein, as follows, **for the period of July 1, 2013 through June 30, 2014.**

<u>(All quantities are estimates)</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
<u>Item # 1 Aluminum Sulfate, Liquid</u> <u>Two Hundred (200) Tons</u>	\$ _____	\$ _____
<u>Item # 2 Liquid Chlorine</u> <u>Twenty-five (25) Tons</u>	\$ _____	\$ _____
<u>Item # 3 Commerical Grade Copper Sulfate Crystals</u> <u>Forty (40) Tons</u>	\$ _____	\$ _____
<u>Item # 4 Hydrogen Peroxide Based Algaecide</u> <u>Four Thousand (4,000) Gallons</u>	\$ _____	\$ _____
<u>Item # 5 Sodium Hydroxide (Liquid Caustic Soda)</u> 50% Concentration	\$ _____	\$ _____
25% Concentration	\$ _____	\$ _____
20% Concentration	\$ _____	\$ _____

City of Newport
Department of Utilities
Water Division
Bid/Proposal Sheet # 13-067

Date: _____

I/We _____ the undersigned do hereby propose to furnish the City of Newport, Rhode Island, **Water Treatment Chemicals FY14**, in accordance with all terms and specifications contained herein:

1. See attached price sheets

NAME OF FIRM	SIGNATURE & TITLE
ADDRESS, CITY, ZIP CODE	
TELEPHONE NUMBER	FAX NUMBER
E-MAIL ADDRESS	

NOTE:

On a separate attachment, or use the one provided, list the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment.

Also, Please provide any literature you feel may be necessary.

All bidders are responsible for insuring that no **addendums** have been made to the original bid package. All bid packages and addendums are located on the State of Rhode Island website: <http://www.purchasing.ri.gov/>

Bid # 13-067

List the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment.

Complete Company Name

Name

Title/Officer/Position

Name

Title/Officer/Position