



# TOWN OF RIVERHEAD

*Sean M. Walter, Supervisor*

200 Howell Avenue

Riverhead, NY 11901-2596

631.727.3200

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**BID #RWD-2017-16**

**BID FOR: DRY HYDRATED LIME (CALCIUM HYDROXIDE)**

\_\_\_\_\_  
BIDDERS NAME

\_\_\_\_\_  
CONTACT

\_\_\_\_\_  
BIDDERS ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

(\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

In compliance with your advertisement for bids to be opened on **March 22, 2017.**, and subject to all conditions thereof, the undersigned hereby proposes to furnish the item(s) and/or service(s) itemized in this proposal in accordance with the Notice to Bidders, General Information Agreement and Specifications contained herein on the Bid Proposal Form attached.

Bidder certifies that the prices quoted herein do not include Federal Excise Tax or any Federal, New York State or City Sales Tax and are not higher than prices charged to any governmental or commercial consumer for like merchandise and/or service; and all prices include shipping and freight charges to any Municipal building or site within the Town of Riverhead.

Respectfully submitted,

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
TITLE

**BIDDERS ARE INVITED TO ATTEND BID OPENING**

**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

Sealed bids for the purchase of **DRY HYDRATED LIME (CALCIUM HYDROXIDE)** for use by the Town of Riverhead will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York, 11901, until **11:00 a.m.** on **March 22, 2017**, at which time all bids received shall be opened read aloud.

Bid Specifications may be by visiting the Town of Riverhead website at [www.townofriverheadny.gov](http://www.townofriverheadny.gov). Click on "**Bid Requests**" and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **BIDS FOR DRY HYDRATED LIME (CALCIUM HYDROXIDE) – BID #RWD-2017-16**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation "**EXCEPTIONS TO THE SPECIFICATIONS**" and be attached to the bid form.

**NOTE: Bid responses must be delivered to the Office of the Town Clerk at the address above on or before March 22, 2017. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.**

The Town Board reserves the right and responsibility to reject any or all bids or to waive any formality if it believes such action to be in the best interest of the Town.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF RIVERHEAD

DIANE M. WILHELM, Town Clerk

## **GENERAL SPECIFICATIONS**

### **GENERAL**

Bidders shall be responsible to carefully examine the Specifications enclosed.

Bidders shall furnish their price and/or lump sum bid as called for on the Bid Proposal Sheet(s) attached.

Alternates of equal or superior design and/or quality shall be listed separately and a Manufacturer's Specification Sheet shall be submitted with a bid. Failure to submit such data may result in the disallowing of said bid.

The product and all associated components shall be furnished complete and ready for use.

The product furnished shall be the Manufacturer's latest listed and published model, or models, which meet all the applicable requirements of these Specifications.

These Specifications require the doing of all things necessary or proper for, or incidental to, the furnishing and delivery of said product and associated components.

All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these Specifications; and the vendor shall perform the same as though they were specifically mentioned, described and delineated.

### **DISCOUNTS**

If Bidder allows cash discount, it shall be as follows:

For payment within 15 days of delivery and/or receipt of voucher.  
For payment within 30 days of delivery and/or receipt of voucher.  
Discount less than 1% will not be considered.

Cash discounts will not be considered in determining low bidders, but will be taken into consideration in awarding tie bids.

These Specifications require the doing of all things necessary or proper for, or incidental to the furnishing and delivery of said product and associated components.

All things not expressly mentioned in these Specifications, but involved in carrying out their intent, are required by these Specifications; and the vendor shall perform the same as though they were specifically mentioned, described, and delineated.

## **COMPLIANCE WITH RULES AND REGULATIONS**

The unit and associated product furnished shall comply with all provisions which would be applicable, if the Town of Riverhead were a private corporation of Federal and State of New York Laws, Ordinances, Codes, Rules, Regulations, Orders, Permits and Licenses and with fire underwriters requirement, except that where the weight and dimensions requirements set forth herein exceed such provisions, these Specifications shall control.

### **GENERAL**

The product and all associated components shall be furnished complete and in readiness for use.

The product furnished shall be the Manufacturers latest listed and published model, or models, which meet all the applicable requirements of these Specifications.

### **DEVIATION**

Minor deviations from the provisions of these Specifications will be considered to permit manufacturers to follow their standard manufacturing process.

Such deviations will be approved, however, only in the sole discretion of the Town of Riverhead and only if in its opinion they do not adversely affect the operation, maintenance, strength, efficiency, effectiveness, or life of the unit or any of its parts.

All proposed minor deviations, with full details, must be listed on a separate Detail Sheet, which must be attached to and made part of this bid.

The Town of Riverhead reserves the absolute right in its sole discretion to accept that bid, if any, which under all circumstances will best serve the public interest.

### **GUARANTEE**

The vendor warrants and guarantees the product herein specified, including all associated product furnished, against any defects in design, workmanship and materials, and against failure to operate satisfactorily for a period of six months from the date of acceptance of the units, except defects or failure shown by the vendor. The vendor also warrants and guarantees that the product herein specified, if found to be defective or in need of repairs, will be picked up from and delivered back to the Town of Riverhead within a reasonable length of time.

### **DELIVERY**

All product delivered shall be delivered "on the ground" at the delivery point designated on the purchase order. All prices are F.O.B.

## **PRICES**

If a like or lower quantity of a standard item contained in this bid is sold by a vender at a price less than the prices quoted herein, the price to the Town of Riverhead shall be reduced to that lower price.

## **QUANTITY**

The Town of Riverhead is in no way obligated to purchase quantities neither shown nor limited to said quantities listed.

## **CONTRACT PERIOD**

The Contract Period shall be effective from the date a resolution is adopted by the Town Board of the Town of Riverhead and shall continue for a period of one (1) year. At the termination of the contract period, the contract may be extended (not to exceed two extensions) for a total not to exceed three (3) years at the sole discretion of the Town of Riverhead and with the consent of the vendor.

## **RESERVATIONS**

The Town of Riverhead reserves the absolute right and responsibility in its sole discretion to accept or reject any or all bids, or parts thereof, and waive any formality if it believes such action to be in the best interest of the Town.

In addition, the Town also reserves the absolute right and responsibility in its sole discretion to select the option or options it deems in the best interest of the District.

## **PIGGYBACKING CLAUSE METHOD OF AWARD**

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications or on the basis of best value in a manner consistent with all applicable provisions of **General Municipal Law 103**. The TOWN guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Riverhead seeks to offer and make available this contract for commodity, product or services to members (commissioner elected, town or village water district members of the Long Island Water Conference which maintain and manage their own water distribution system and meet criteria set forth in General Municipal Law, Article Five § 119-o related to town, village or special districts authorization to enter into cooperative agreements authorized by applicable provisions of Town Law and General Municipal Law that have entered into the purchasing cooperative agreement, of the LIWCPC and reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to **NYS GML 100 through 104**. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Riverhead and the vendor. Additionally, the TOWN reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it.

## **OSHA STANDARDS**

All product, materials and/or installations utilized in connection with this contract will meet all OSHA standards.

The OSHA Hazard Communication Standard (Subpart 2 of Part 1910 of Title 29 of the Code of Regulations amended under Section 1910/1200 Federal Register) requires chemical manufacturers, importers and distributors to obtain and develop Material Safety Data Sheets (MSDS's) for each hazardous chemical they produce, distribute or import. Bids may not be considered unless the MSDS accompanies each bid. Departments will not accept delivery from providers of chemicals unless EACH container is properly labeled in accordance with MFDA704 (when applicable).

**MATERIAL SAFETY DATA SHEETS MUST BE SUBMITTED WITH BID FORMS.**

## **FUEL SURCHARGES**

The Town of Riverhead will not pay any type of fuel surcharge. Any fuel charges added will be deleted from any payments made to the vendor.

# CALCIUM HYDROXIDE SPECIFICATIONS

## RIVERHEAD WATER DISTRICT

### PART 1 - GENERAL

#### 1. SCOPE

- A. The supplier under this contract shall furnish approved 50-lb bags of Calcium Hydroxide (Hydrate) CAS-1305-620 in accordance with ANSI/NSF Standard-60/61 for water treatment.

#### 2. FEDERAL, STATE AND COUNTY APPROVALS

- A. The Calcium Hydroxide to be supplied shall have been accepted by ANSI/NSF Standard-60/61 for drinking water treatment additives for use in public water supplies.
- B. The bidder shall also provide proof of certification of meeting ANSI/NSF Standard-60/61 and have a **Material Safety Data Sheet** for the product being bid.

#### 3. REJECTION

- A. The basis of rejection of the bid and/or materials is the Calcium Hydroxide pH control chemical (a) does not meet ANSI/NSF Standard-60/61; (b) does not meet chemical, physical or safety requirements of these specifications; or (c) nonconformance with these specifications, including lack of documentation acceptable to the District.

#### 4. PAYMENT

- A. Payments shall be made at the unit prices bid per bag for the respective time period for the actual number of bags of chemical delivered.
- B. After Delivery, the supplier shall submit an invoice together with a Riverhead Town claim voucher based on the actual quantity delivered in accordance with the specifications at the respective unit price bid with an attached Affidavit of Compliance. Payment will be made within thirty (30) days after receipt of a **properly executed** claim voucher.
- C. The quantities indicated are only estimates of the quantities required during the period of the annual contract. Estimated quantity of product is to be 4,500 bags.

### PART 2 - MATERIALS

#### 1. PHYSICAL CHARACTERISTICS

- A. The Calcium Hydroxide to be supplied shall be used as a pH adjustment in the treatment of potable water supplies.
- B. The bidder shall provide five (5) public water suppliers (preferably in New York State), including contact name and telephone numbers, that have used the bidder's Calcium Hydroxide for at least two (2) years. The list of the suppliers is to be attached to and made a part of this bid document.

- C. The Calcium Hydroxide shall have the following physical characteristics or approved equal:
- |                        |                |
|------------------------|----------------|
| 1. Appearance/Color    | White powder   |
| 2. Solubility in water | 0.16%          |
| 3. Percent by weight:  | 12.5% TO 15.6% |
| 4. Odor                | Low            |
- D. The bidder shall provide certified physical characteristics with the bid submittal.

### **PART 3 - EXECUTION**

#### **1. DELIVERY**

- A. **Inspection Prior to Bidding:** A visual inspection of the sites by the bidder may be required prior to bidding. Contact Superintendent Mark K. Conklin, or his designated assistant, at (631) 727-3205 in order to gain admittance to locked plant sites.
- B. **Location(s):** The general locations of the plant sites of the **Riverhead Water District** and bag capacities for Calcium Hydroxide are as follows:
1. Main Plant – 1035 Pulaski Street, Riverhead (**to be considered one [1] drop**):
    - (a) Plant 1, 110 bags capacity.
    - (b) Pump Station No. 3A, 50 bags capacity
  2. Plant No. 4 – 1124 Osborne Avenue, Riverhead:
    - (a) Pump Stations No. 4-1 & 4-2, 120 bags capacity.
  3. Plant No. 5 – 162 Middle Road, Northeast of Fanning Blvd., Riverhead:
    - (a) Pump Stations No. 5-1 & 5-2, 200 bags capacity.
  4. Plant No. 7 – 795 Fresh Pond Road, South of Sound Avenue, Calverton:
    - (a) Pump Station No. 7-2, 120 bags capacity.
  5. Plant No. 11 – 5737 Middle Country Road (Grumman), Calverton:
    - (a) Plant 11-1, 80 bags capacity.
  6. Plant No. 16 – 1420 Edwards Avenue, Calverton:
    - (a) Plant 16-1, 80 bags;
  7. Plant #17 – 1596 Northville Turnpike, Riverhead:
    - (a) Plant 17 – 80 bags.

#### **OPTION A**

- 0 - 200 50-lb. bags. of product
- (a) One (1) drop
  - (b) Two (2) or more drops (maximum of five [5] drops)

#### **OPTION B**

- 200-400 50-lb. bags of product
- (a) One (1) drop
  - (b) Two or more drops (maximum of five [5] drops)

Bidders may bid on either Option A or Option B, or both (see bid sheet) for the Riverhead Water District for the above-described locations.

- C. **Telephone Notification to District:** Telephone either Superintendent Mark K Conklin, or his designated assistant, at (631) 727-3205 and notify him of delivery on a normal working day prior to delivery.
- D. **Product Delivery:** The Calcium Hydroxide shall be **shrink-wrapped** at the point of origin and a statement of such shall be provided to the Riverhead Water District by the bidder at the time of each delivery. MSDS and Certificate of Analysis are to be presented at the time of delivery.
- E. **Time of Delivery:** Delivery shall be made on a normal working day of the District and early enough in the day to permit unloading during normal working hours. **NOTE:** **Delivery of the product to the Riverhead Water District may be during summer hours in June, July, August and September, Monday through Friday, 6:00 a.m. to 10:00 p.m. if authorized by the Riverhead Water District.**
- F. **Quantity:** The anticipated delivery amounts are based on an average of the past few years. In addition, vendor agrees that it will maintain a sixty-day (60) supply of the product estimated to be 400 bags (eight [8] pallets) at all time in a secure and safe place (with shrink wrap intact) to be used by Riverhead Water District. If for any reason supply is less, Riverhead Water District must be notified of such, the reason given for the deficiency and the time of replacement.

**THESE BID PRICES SHALL STAY IN EFFECT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE THE BID IS AWARDED BY RESOLUTION OF THE RIVERHEAD TOWN BOARD OR FOR ANY EXTENSION(S) GRANTED BY SUBSEQUENT RESOLUTIONS OF THE RIVERHEAD TOWN BOARD**

**I/WE FULLY UNDERSTAND THAT THE ACCEPTANCE OF THIS BID IS SUBJECT TO THE PROVISIONS OF SECTION 103A AND 103B OF THE GENERAL MUNICIPAL LAW.**

\_\_\_\_\_  
**NAME OF AGENT/DEALER (PLEASE PRINT)**

\_\_\_\_\_  
**CONTACT PERSON (PLEASE PRINT)**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY, STATE, ZIP CODE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE OF DEALER/AGENT**

**TOWN OF RIVERHEAD  
NEW YORK**

THE MENTION IN THE SPECIFICATIONS OF ANY UNIT, COMPONENT, OR PRODUCT BY BRAND NAME AND/OR MODEL IS MEANT TO CONVEY TO THE POTENTIAL BIDDER THE TYPE AND QUALITY OF THE PRODUCT REQUIRED AND DESIRED BY THE TOWN. ANY UNIT, COMPONENT, OR PRODUCT WHICH IS OF EQUAL TYPE AND QUALITY MAY BE CONSIDERED AS SUCH AND MAY BE ACCEPTABLE TO THE TOWN, UPON AGREEMENT BY THE TOWN BOARD TO THAT FACT. THE DECISION OF THE TOWN BOARD, HOWEVER, IN SUCH A CIRCUMSTANCE IS FINAL.

FURTHERMORE, THE TOWN BOARD OF THE TOWN OF RIVERHEAD RESERVES THE RIGHT AND RESPONSIBILITY TO REJECT ANY OR ALL BIDS IF THEY BELIEVE SUCH ACTION TO BE IN THE BEST INTEREST OF THE TOWN.

UNDER PENALTIES OF PERJURY:

\_\_\_\_\_ (BIDDER), BEING DULY SWORN,  
DEPOSES AND SAYS:

- A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competition;
- B) This bid or proposal has not knowingly been disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
- C) No attempt has been made or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D) The person signing this bid or proposal certifies that he has been fully informed regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as the person signing on its behalf; and
- E) That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Corporation: \_\_\_\_\_  
(PRINT CORPORATION NAME)

By: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

Address: \_\_\_\_\_  
\_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

## IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**BID FORM - SPECIFICATIONS FOR:  
DRY HYDRATED LIME (CALCIUM HYDROXIDE)**

**PLEASE READ CAREFULLY**

**DRY HYDRATED LIME** (calcium hydroxide)-delivered and unloaded at sites described in (Bid may be quoted for Option A or Option B, or both Option A and Option B):

**OPTION A:**

0 - 200 50-lb. bags of product

(a) One (1) drop \$\_\_\_\_\_ per 50-lb bag

(b) Two (2) or more drops (maximum of five [5] drops) \$\_\_\_\_\_ per 50-lb bag

**OPTION B:**

201-400 50-lb. bags of product

(a) One (1) drop \$\_\_\_\_\_ per 50-lb bag

(b) Two or more drops (maximum of five [5] drops) \$\_\_\_\_\_ per 50-lb bag