

INVITATION TO BID

PROPOSAL FOR THE PURCHASE OF:

FERRIC CHLORIDE (38% CONCENTRATION)

The Binghamton-Johnson City Joint Sewage Board will accept sealed bids for the above until 2:00 p.m. local time on March 5, 2026 at the Binghamton-Johnson City Joint Sewage Treatment Plant Office, 4301 Vestal Road, Vestal, New York 13850, at which time bids will be publicly opened and read aloud. No Bidder may withdraw its Bid within 45 days after the Bid Opening.

A bid package, which contains specifications, instructions and bid proposal forms may be reviewed at the Plant Office, 4480 Vestal Road, Vestal, NY, on the Plant website <http://bjcwwtp.org/bidrfp> and/or obtained from the Business Manager (<mailto:djensen@bjcwwtp.com>), to whom all questions regarding this bid opportunity should be directed.

CONTRACT PERIOD: Twelve or eighteen months from date of contract, to be determined by the Binghamton-Johnson City Joint Sewage Board following the opening of bids. Option to renew for successive like period(s) **WITH NO CHANGES IN TERMS AND/OR CONDITIONS**, through the third anniversary of the date of contract, upon mutual agreement between the Binghamton-Johnson City Joint Sewage Board and the successful bidder.

February 10, 2026

INSTRUCTIONS TO BIDDERS

THE GOODS

The Binghamton-Johnson City Joint Sewage Board (the “Board”) will accept bids to supply the following goods:

FERRIC CHLORIDE (38% CONCENTRATION)

The goods shall comply with the Technical Specifications herein.

CONTRACT PERIOD

The contract period shall be twelve or eighteen months from date of contract, to be determined by the Board following the opening of bids. Bidders may choose to bid for one or both contract periods; however, if the bidder chooses to not bid for the contract period which the Board, following the opening of bids selects, the bidder’s bid will not be considered. The contract may be renewed for successive like period(s) WITH NO CHANGES IN TERMS AND/OR CONDITIONS, through the third anniversary of the date of contract, upon mutual agreement between the Board and the successful bidder.

DELIVERY OF THE GOODS

It is required that delivery of the the above goods to Binghamton-Johnson City Joint Sewage Treatment Plant (the “Plant”) at 4480 Vestal Road, Vestal, New York 13850 commence within five (5) calendar days from delivery to the successful bidder of the fully executed contract between the successful bidder and the Board. Delivery must be made between the hours of 8:00 am and 2:00 pm, Monday through Friday, excluding Plant Office holidays. **The Bid Price must include delivery to the Plant, all charges prepaid and shall include unloading.** Orders will be placed telephonically and confirmed by e-mail on an “as needed” basis. Once an order is placed the supplier shall, within one (1) Plant Office business day [Monday through Friday, except Plant Office holidays], provide to the Plant Office by e-mail a statement of the origin of the goods, and the estimated time for the delivery to the Plant, and the goods shall be delivered to the Plant within two (2) Plant Office business days. It is required that goods be delivered to the Plant between the hours of 8:00am and 2:00pm, non-holiday Mondays through Fridays. Each

delivery must be accompanied by shipping documents showing gross weight and tare weight. Payment shall be based on the net total gallons of delivered goods per load actually received by the Plant and the unit price per gallon. The Plant reserves the right to use its own scale for quantity verification. The Board will not be responsible to pay for any goods not so-received, including goods not received due to loss while being transported, leakage, spillage, evaporation, or any other reason. Trucks, tanks, trailers and drivers shall meet all DOT specifications, standards and regulations. The supplier shall ensure that all its vehicles, drivers and other delivery personnel comply with all DOT and OSHA/PESH procedures and regulations concerning the transporting and off-loading of the goods, including the requirement for personal protective equipment during off-loading.

A Certificate of Analysis and a Material Safety Data Sheet shall be provided to the Plant with every delivery.

Upon entering into a contract with the Board the successful bidder shall provide the Plant Office with the name and telephone number of the contact person for ordering shipments.

Coordinating arrangements for delivery must be made with the Plant's Head Operator (Deron Biechele) at 4480 Vestal Road, Vestal, New York 13850, (607) 729-2975.

Time is of the essence with this contract. The Plant requires the goods for its chemically enhanced primary treatment process: to avoid a shutdown of the Plant's chemically enhanced primary treatment process, the supplier shall ensure that there is a continuous supply of goods available for delivery to meet the Plant's needs, **and it is the supplier's responsibility to maintain production and delivery facilities adequate to** supply sufficient goods to meet the Plant's needs. In the event supplier fails to make deliveries on schedule or otherwise defaults in performance, the Board reserves the right to purchase goods from other sources on the open market and charge the supplier for any excess in cost occasioned thereby.

IMPORTANT NOTICES TO POTENTIAL BIDDERS

Your receipt of this bid package does not indicate that the Board has pre-determined your qualifications to receive a contract award. Such determination will be made after the Bid

Opening and will be based on the Board's evaluation of your Bid submission compared to the specific requirements and qualifications contained in this bid package and other bid documents. The Board will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the specifications which may be given prior to the awarding of the Contract. The Board will regard all Bids received as an agreement by the Bidder to conform to all items of the bid package and other bid documents, unless specific exemptions are deemed to be in the best interests of the Plant.

By submitting its Bid proposal, a Bidder represents that it is in compliance with the *Immigration and Nationality Act*, 8 U.S.C. §1324A, *et. seq.*, and that it will remain so throughout the term of the Contract. In addition, any subcontractor hired by Bidder shall be required to represent that it is in compliance with the *Immigration and Nationality Act*, 8 U.S.C. §1324A, *et. seq.* Any violation of this representation shall constitute a breach of the Contract, and, among other things, the Board may terminate the Contract in accordance with the default provisions herein.

The Board reserves the right to reject all Bids at the Board's sole discretion, regardless of the number of qualified Bidders submitting conforming proposals, if such action is deemed to be in the best interest of the Board or the Plant. An irregular or informal Bid may also be rejected.

BID SUBMISSION

The following procedures shall apply to all Bid submissions:

1. BID PREPARATION:
 - a) All documents shall be typewritten or printed legibly in ink.
 - b) Erasures or corrections, if any, shall be initialed in ink.
 - c) Ambiguous or illegible terms or markings may result in REJECTION of a Bid.
 - d) Signatures on original documents shall be made in ink.
 - e) Failure to submit some documents (or the required number of copies of a document), failure to complete all required items on any documents, and/or failure to sign documents required to be signed may result in REJECTION of a Bid.

f) Addition of terms and/or conditions not required by the Bid Manual or bid documents may result in REJECTION of a Bid.

2. BID DOCUMENTS TO BE SUBMITTED: There shall be submitted simultaneously:

a) One (1) paper original and two (2) paper copies of the completed, signed Bid Proposal Sheet, on the form provided in the bid package, or a copy thereof with original signature;

b) One (1) paper original and two (2) paper copies of the completed, signed Statement of Non-Collusion, on the form provided;

c) Bid Security in the form of a CERTIFIED CHECK or BID BOND payable to the order of the "Binghamton-Johnson City Joint Sewage Board" in the sum of FIVE PERCENT (5%) of the Total Bid amount of bid amount shown on Bidder's Bid Proposal Sheet. All bonds and signatures on bonds must be notarized and in a form acceptable to Board Co-Counsel. Unless a Bidder's Bid is rejected, the Bid Security will be held without interest by the Board as a guaranty that the Bidder whose Bid is accepted will enter into a Contract with the Board to the satisfaction of Board Co-Counsel. Upon execution of such Contract, the Bid Security will be returned.

d) A completed non-collusive bid certificate on the form provided (or a copy thereof) with original signature;

e) Proof of qualifications including the following documentation:

i) Location of the manufacturing facility(ies) and statement attesting to each manufacturer's capacity to manufacture, furnish, and deliver the goods.

ii) List of major chemical constituents used in production process and statement attesting to bidder's ability to procure these process components.

iii) Statement that bidder has and will maintain competent field personnel available at the Plant site within 36 hours of a request throughout the entire contract period, and statement that bidder shall make available a list of telephone numbers and contacts of the responsible parties to be called on a 24-hour, 7-day-per-week basis in the event of an emergency or unusual operating conditions.

- iv) The names and telephone numbers of at least 3 references who can report about the successful use of the goods under similar quantities, applications and conditions within the last 5 years;

Failure to submit some documents, or failure to sign documents required to be signed may result in REJECTION of a bid at the discretion of the Board.

3. BID ENVELOPES AND PACKAGES: A sealed envelope and/or package containing the Bid submission documents shall be clearly marked “BID ENCLOSED” and with the bid name “FERRIC CHLORIDE (38% CONCENTRATION)” plainly written on the outside.

4. BID DELIVERY:

a) Bidders assume all risks for timely, properly submitted deliveries. The Board shall bear no responsibility for delays in receipt of any Bid.

b) Sealed bid submissions shall be received until 2:00 p.m. local time, March 5, 2026 at which time bids will be publicly opened and read aloud.

c) Bid submission documents shall be submitted simultaneously and must be enclosed in a sealed envelope, delivered to:

Binghamton-Johnson City Joint Sewage Treatment Plant Office
4301 Vestal Road
Vestal, New York 13850.

d) E-mail bid submissions are not acceptable and will not be considered.

5. BID WITHDRAWAL OR REVOCATION: Bid submissions shall be non-revocable for 45 days from the Bid Opening date.

CONTRACT AWARD

Award of a Contract will be made to the lowest responsible Bidder whose Bid conforms to all the provisions required to render it formal and legally binding, and whose record of performance, if any, with the Board has been satisfactory.

EXEMPTION FROM SALES AND USE TAXES

The Board is exempt from paying New York State or local sales taxes on any goods which it purchases. In computing the bid, as well as in rendering billings, a Bidder shall not include sales taxes or compensating use taxes of the State of New York or of any city and/or county in the State of New York for any materials to be delivered which are exempt from such taxes.

PAYMENT PROCEDURES

The Board's municipal Claim for Payment audit and approval process requires supplier invoices, together with a required Claim for Payment form, to be fully completed and signed by the supplier, and received at the Plant Office. No late fee, finance charge, carrying charge, interest, or other charge shall be assessed as to any payment issued by the Board's Fiscal Officer within 60 days of the last Plant Office day of the month in which a proper invoice and fully completed and signed Claim for Payment form is actually received at the Plant Office.

EXTENSION OF THE CONTRACT

If mutually agreeable to the Sewage Board and the successful bidder, the contract may be extended WITH NO CHANGE IN ANY TERMS AND/OR CONDITIONS for one or more successive like periods through the third anniversary of the contract date. Any such extension shall be confirmed in writing executed by the supplier's authorized representative and an authorized representative of the Sewage Board not later than 7 days before the extended term is to begin. This right may be exercised on behalf of the Sewage Board by the Plant Superintendent and thus may be at the Plant Superintendent's sole discretion.

TERMINATION OF THE CONTRACT

1. TERMINATION OF THE CONTRACT – DEFAULT OR BREACH: The Sewage Board reserves the right to terminate the contract thirty (30) days after written notice is given if, in the Plant Superintendent's sole discretion, it is determined that the goods contracted for will no longer satisfactorily meet the Plant's requirements. If the contract is terminated under this provision, the supplier is entitled to payment for product delivered to the effective date of termination. This payment is the sole and exclusive remedy to which the supplier is entitled in

the event of termination and the supplier shall be entitled to no other compensation or damages and expressly waives the same.

2. TERMINATION OF THE CONTRACT – DEFAULT OR BREACH: The Board reserves the right to terminate any contract it enters into with the successful bidder/supplier immediately upon default in delivery or performance and, in the event of other breach, seven (7) days after written notice is given. This right may be exercised on behalf of the Board by the Plant Superintendent. If the contract is so terminated, the supplier is entitled to payment for conforming product satisfactorily delivered up to the effective date of termination. This payment is the sole and exclusive remedy to which the supplier is entitled in the event of termination, and the supplier shall be entitled to no other compensation or damages and expressly waives the same.

3. TERMINATION OF THE CONTRACT – CONVENIENCE OF THE BOARD: Whenever, in the sole judgment of the Board or its designee, the public interest so requires, the Board reserves the right to terminate the contract effective upon a date stated in a written Notice of Termination delivered not less than seven (7) days prior to the termination date. This right may be exercised on behalf of the Board by the Plant Superintendent. If the contract is terminated, the supplier shall act promptly to minimize the costs and expenses resulting from termination. The supplier shall be entitled to payment for conforming product satisfactorily delivered up to the effective date of termination. This payment is the sole and exclusive remedy to which the supplier is entitled in the event of termination, and the supplier shall be entitled to no other compensation or damages and expressly waives the same.

(End of Instructions to Bidder section)

TECHNICAL SPECIFICATIONS
for
FERRIC CHLORIDE (38% CONCENTRATION)

The Binghamton-Johnson City Joint Sewage Treatment Plant (the “Plant”) will have a relatively steady demand for Ferric Chloride (38% Concentration), of about 500 to 1,100 gallons per day, 7 days per week. Actual volume may vary. The Board estimates that the Supplier will be required to deliver and unload one tanker-load of approximately 4,000 gallons Ferric Chloride (38% Concentration) every 4 to 8 days to the Plant at 4480 Vestal Road, Vestal, New York 13850. The Supplier must understand that this is an estimate only, and no guaranty of the actual quantity to be purchased is made. The quantity and frequency of the orders may vary.

REQUIRED TECHNICAL SPECIFICATIONS
for
FERRIC CHLORIDE (38% CONCENTRATION)

<u>ITEM/PARAMETER</u>	<u>LIMIT</u>	<u>METHOD</u>
FeCl ₃	Minimum 38%	Titrimetric
FeCl ₂	0.75% maximum	
Free Acid as HCl	1.0% maximum Drinking Water	
Insolubles	0.008% (80 ppm) maximum	
Radionuclides	None	
Specific Gravity at 20°C	1.38 - 1.49	ASTM D891-09
Viscosity	12.1 centipoises for a 40% solution	
Crystallization	37% FeCl ₃ (- 15°F); 40% FeCl ₃ (10°F)	
ANSI/NSF Standard 60 Certified	Maximum use level 400 ppm as solution	
CAS No.	7705-08-0	
UN Classification	UN2582, Ferric Chloride Solution. SQC data available on request	

End of Technical Specifications section

BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

BID PROPOSAL SHEET FOR: FERRIC CHLORIDE (38% CONCENTRATION)

In compliance with the invitation for bids and subject to all the conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish and deliver the item or items upon which prices are quoted, at the prices set forth opposite each item, delivery to be affected as ordered.

Bidders may bid for either or both the 12 month and the 18 month supply period. The contract period shall be by the Board following the opening of bids. If the bidder chooses to not bid for the contract period which the Board ultimately selects, the bidder's bid will not be considered.

<u>ITEM</u>	<u>ESTIMATED QUANTITIES*</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Ferric Chloride 38% Solution <u>12-month supply period</u>	150,000 gallons (per 12-months)	\$ _____ per gallon	\$ _____
and/or			
Ferric Chloride 38% Solution <u>18-month supply period</u>	225,000 gallons (per 18-months)	\$ _____ per gallon	\$ _____

* Actual quantities may vary. The Board reserves the right to increase/decrease quantities "as needed".

Certification is made hereby that the material(s) offered above is (are) in compliance with all specification terms and conditions hereof.

NAME OF BIDDER: _____ DATE: _____
Print Full Name of the Bidder

BIDDER'S ADDRESS: _____

BIDDER'S TELEPHONE: _____

BY: _____
Print Name of Person Authorized to Sign for the Bidder

Print Title of Person Authorized to Sign for the Bidder

Signature of Person Authorized to Sign for the Bidder

STATEMENT OF NON-COLLUSION

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 prices with any other 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 be 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 to submit a bid for the purpose of restricting competition.

The foregoing statement is hereby subscribed by the bidder and is hereby affirmed by the bidder as true under the penalties of perjury, and is hereby submitted to the Binghamton-Johnson City Joint Sewage Board for the following contract or project:

Date: _____

Name of Bidder (e.g., Company, Partnership, Corporation)

By: _____
Signature of Person Authorized to Sign This Statement on Behalf of Bidder

BINGHAMTON-JOHNSON CITY JOINT SEWAGE BOARD

BIDDER'S QUALIFICATIONS: FERRIC CHLORIDE (38% CONCENTRATION)

1. For each manufacturer of the goods to be supplied by the bidder, state: 1) the name of the manufacturer, 2) the location of the manufacturer's facility(ies) for production of the goods, and 3) the manufacturer's capacity to manufacture, furnish, and deliver the goods.

2. List the major chemical constituents used in the production process, and address the bidder's ability to procure these process components.

3. Does the bidder have and will the bidder be able to maintain competent field personnel at the Plant site within 36 hours of a request throughout the entire contract period?

YES _____ NO _____

4. Will the bidder make available to the Plant Office a list of telephone numbers and contacts of the responsible parties to be called on a 24-hour, 7-day-per-week basis in the event of an emergency or unusual operating conditions?

YES _____ NO _____

5. Provide the names and telephone numbers of at least 3 references to whom the bidder has supplied the same goods with the last 5 years, who can report on the successful use of the goods, under similar quantities, applications and conditions.

Date: _____

Name of Bidder (e.g., Company, Partnership,
Corporation)

By: _____
Signature of Person Authorized to Sign This
Statement on Behalf of Bidder

REMINDER

BEFORE DELIVERING YOUR BID, HAVE YOU DONE THE FOLLOWING?

_____ PROPERLY INDICATED ON THE OUTSIDE OF THE ENVELOPE THAT THIS IS A SEALED BID FOR: FERRIC CHLORIDE (38% CONCENTRATION)

_____ SIGNED AND ENCLOSED THE BID PROPOSAL SHEET.

_____ SIGNED AND ENCLOSED A STATEMENT OF NON-COLLUSION.

_____ SIGNED AND ENCLOSED BIDDER'S QUALIFICATIONS

_____ ENCLOSED A CERTIFIED CHECK OR BID BOND.

REMEMBER: - YOUR BID MAY BE REJECTED IF ALL OF THE ABOVE HAVE NOT BEEN COMPLIED WITH.

Thank You