



Frankfort Plant Board

BID INVITATION #1766

ISSUED ON

August 10, 2022

BY

**THE ELECTRIC & WATER PLANT BOARD OF THE
CITY OF FRANKFORT, KENTUCKY**

FOR

Liquid Ammonium Sulfate Tote Quantities

TO BE OPENED ON

August 25, 2022 at 1:30PM

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ADVERTISEMENT FOR BID

**The Frankfort Plant Board
305 Hickory Drive
Frankfort, KY 40601**

Separate sealed Bids for Liquid Ammonium Sulfate – Tote quantities will be received by the Frankfort Plant Board until 1:30 p.m. local time, August 25, 2022; and then opened and publicly read aloud.

Specifications may be examined at the following location:

Frankfort Plant Board
Service Center
305 Hickory Drive
Frankfort, KY 40601

No bidder may withdraw his bid for a period of thirty (30) days after closing time scheduled for the receipt of Bids.

The Plant Board reserves the right to waive informalities and to accept or to reject any and all bids.

For Bid Correspondence, contact:
Jennifer Hellard
(502) 352-4422
jhellard@fewpb.com

For Technical Correspondence, contact:
Brandon Powers
(502) 352-4347
bpowers@fewpb.com

INTRODUCTION

The Electric and Water Plant Board of the City of Frankfort, Kentucky issues this invitation to solicit bids for the purchase of Liquid Ammonium Sulfate- Tote Quantities. The total quantity listed in this solicitation what we estimate to use through December 31, 2022, we desire that you quote with the understanding that delivery will be requested when and as needed. Also, quote with the understanding that total orders may either exceed or fall short of the estimated total quantity however pricing shall remain in effect through December 31, 2022.

Awards will be based upon the lowest and most responsive bid which is in the best interest of the Plant Board. Stated delivery time and past product performance will be considered factors also.

Quoted prices shall be firm F.O.B. with freight included to:

Frankfort Plant Board
Water Treatment Plant
200 Coffee Tree Rd
Frankfort, KY 40601

Material included on this bid is item specific. No exceptions shall be made.

Please note instructions on Pages 5-7. Failure to adhere to instructions may result in rejection of bid.

**READ CAREFULLY -- BIDDER MUST PROVIDE ALL INFORMATION REQUESTED --
SIGN BID**

If an EEOC Certificate is included as a part of this documentation, it shall be executed and returned as a part of the bid response package. Absence of the EEOC Certificate indicates your organization already has the necessary compliance certificate on file with the Plant Board.

INSTRUCTIONS TO BIDDERS**1. SUBMISSION OF BIDS**

A. The following certificates or notices are included as a part of this documentation and shall be returned as a part of the bid response package.

- An Equal Employment Opportunity Compliance (EEOC) Certificate
- A General Safety Program (GSP) Notice
- A Drug free Workplace Compliance (DWC)

B. Each bid should be in a SEPARATE SEALED ENVELOPE and have typed on the envelope the INVITATION NUMBER, OPENING DATE, AND TIME. No responsibility will be attached to the Frankfort Electric & Water Plant Board for the premature opening of or failure to open a bid not properly addressed or identified.

Bids must be received in the office of the Frankfort Electric & Water Plant Board, 305 Hickory Drive, Frankfort, Kentucky, 40601, in a sealed envelope not later than the time specified for opening of bids, at which time all bids received will be publicly opened and read in the Bid Opening Room. It shall be the Bidder's responsibility that the bids are delivered to the above address no later than the time specified. Bidders are invited to attend public bid openings; also, to review complete bid files after awards have been made.

C. Bids may be rejected unless filled out in ink or typewritten and signed in ink by a proper agent of the firm.

D. Telegraphic bids, facsimile bids, or modifications of bids by telegram are not acceptable.

E. Conditional bids are not acceptable.

F. It is the responsibility of each Bidder before submitting a Bid to:

- Examine the Bid and Contract documents thoroughly.
- Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the work.

- Study and carefully correlate Bidder's observations with the Bidding and Contract documents and notify Owner of all conflicts, errors, and/or the discrepancies.
- G. All bids shall remain subject to acceptance for a period of ninety (90) days after the date of the Bid opening.
- H. Retain one complete copy of the bid for your file and return original with your bid.
- I. Bids may be withdrawn at any time prior to opening upon written request by the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw bid after it has been opened.
- J. Bidders are invited to attend public bid opening; also, to review complete bid files after awards have been made.

2. BID SCHEDULE/SIGNATURE PAGE

- A. Bidders should quote on the basis of units stated in this invitation. Unit price should be entered and EXTENDED. In case of error in the extension of prices, the unit price will govern. For discrepancies between figures and written amounts, precedence will be given to the written amounts.
- B. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- D. All names must be typed or printed below the signature.
- E. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- F. The address, telephone number and contact person for communications regarding the Bid must be shown.

3. QUALIFICATIONS OF BIDDERS

- A. To demonstrate qualifications to perform work, each Bidder must be prepared to submit within five (5) days of Owner's request, written

evidence such as financial data; previous experience, present commitments and other such data as may be called for. The Owner may make an investigation as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose, as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4. AWARD OF BID

- A. The Owner reserves the right to reject any and all Bids and to waive informalities or minor defects. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 90 days after the actual date of opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder. In the event that the lowest responsive and responsible bid is within the Owner's budget, the Contract will be awarded to the lowest responsive and responsible Bidder which, in the Owners sole and absolute judgment, will best serve the interest of the Owner.
- B. In determining the lowest responsive and responsible Bidder, the following elements, including but not limited to, will be considered: (1) lowest price, (2) if the Bidder has a satisfactory performance record, (3) if the Bidder has a suitable financial status to meet obligations incidental to the work, (4) if the Bidder involved maintains a permanent place of business, (5) if the Bidder has adequate personnel and equipment to perform the work properly within the time allotted, (6) number of and acceptability by the Owner of any and all proposed Subcontractors, (7) the completeness and regularity of the Bid Schedule and (8) time schedule of delivery. In addition, the Owner may consider in making the determination, (1) the selection of equipment (or materials), (2) alternate equipment (or materials), and (3) deductions or other modifications listed in the Bid Schedule.

INSURANCE SHIPPING

All prices quoted shall be on a delivered prepaid basis F.O.B. destination including insurance of the goods in an amount equal to their value.

SPECIFICATIONS

General Specifications:

1. Products bid must be *NSF International (NSF)*, *Water Quality Association (WQA)*, or *Underwriters Laboratory (UL)* certified to the applicable **NSF standard (60 or 61)** for use in drinking water treatment.
2. SDS must be provided to Frankfort Plant Board with bid document.
3. Bidders must adhere to the following procedure:
 - When the chemical being bid is placed into the final deliverable container (bulk or individual), the facility at which this packaging takes place must be certified by NSF, WQA or UL to provide the product complying with the applicable standard. Certification must be listed on the NSF, WQA or UL site no later than *May 14, 2022*.
4. If the NSF, WQA, or UL website does not indicate certification, the bidder has one week to produce the certificate. In the case of error on the NSF, WQA or UL site for listing certification the bidder has the responsibility of resolving the error with NSF, WQA or UL.
5. If the NSF, WQA or UL certification status changes at any time during the contract the Vendor shall notify the Water Treatment Plant Superintendent immediately.
6. Current contract prices prevail on the order date of the chemical and not the delivery date.
7. Delivered product shall be from one (1) manufactured lot or production run. Frankfort Plant Board reserves the right to deny or detain unloading of delivered product that contains product from multiple lots or runs.
8. Delivered product shall be the product originally bid and accepted by FPB. Substitutions shall not be accepted.

9. Unless otherwise stated in the specification the individual chemical, Vendor shall allow two hours unloading time for each delivery without additional charge.
 - Unless otherwise requested, delivery times are Monday through Friday between the hours of 7:00 a.m. & 3:00 p.m. local time.
 - Unloading will consist of a tote pump off.

10. No unloading time charges will accrue while deliveries arriving outside the specified delivery time wait to be unloaded during the specified delivery times.

11. Security and Quality Assurance
 - Chemical suppliers must provide identification containing picture, name, and driver's license number for each driver delivering to the treatment plant (upon request). Such identification must be available to Frankfort Plant Board employee accepting deliveries to the treatment plant (upon request).
 - Frankfort Plant Board reserves the right to delay unloading for up to 72 hour for product testing.

12. Site Assessment
 - If a site assessment of the Frankfort water treatment plant is required prior to the delivery of the first load of chemical, the necessary forms shall be provided to FPB upon award of the bid.

13. Chemical Ordering Information
 - Chemical ordering information (phone number, email address, contact name, etc.) shall be provided in the bid package.

14. Financial Account Set-up

- Any information or forms necessary for FPB to establish an account with a vendor shall be included in the bid package.

Liquid Ammonium Sulfate (LAS)
For Use in Treatment of Municipal Drinking Water Supply

APPLICABLE STANDARDS

American Water Works Association B302-16 "Standard for Ammonium Sulfate" or the latest edition.

QUANTITY

Furnish an estimated amount of 100,000 pounds of 40% liquid ammonium sulfate- to be ordered in tote quantities when and as needed.

DELIVERY AND CERTIFICATION

1. The liquid ammonium sulfate shall be NSF International or UL certified to NSF/ANSI Standard 60.
2. A SDS shall be provided to the Frankfort Plant Board with a vendor's intent to supply.
3. Liquid Ammonium Sulfate **shall be delivered** within 72 hours of placing the order if requested.
4. Delivery shall be made in tote quantities and pumped off as ordered and delivered by special device truck that has been cleaned to prevent contamination. The product shall be off-loaded into two totes at the Edwin Keith White Water Treatment Plant, 200 Coffee Tree Road, Frankfort, Kentucky 40601
5. Delivery and unloading shall meet all OSHA standards; tank trucks or totes shall not contain any substances that could impair the use of the LAS in treating potable water.
6. **No unloading shall begin without prior consent from FPB water treatment plant personnel.**

7. All delivered amounts of liquid and dry chemicals shall have a certified weight ticket and certificate of analysis or the product shall not be accepted.

PHYSICAL AND CHEMICAL REQUIREMENTS:

1. The Liquid Ammonium Sulfate shall contain no soluble mineral or organic substances in quantities capable of
 - a. Producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the liquid ammonium sulfate or
 - b. Causing water so treated to fail to meet federal and Kentucky drinking water standards.

2. The Liquid Ammonium Sulfate shall meet the following specifications:
 - Ammonium sulfate (%) 38 – 40%
 - Specific gravity (g/ml) 1.20-1.23
 - pH 4.0 – 7.0
 - Soluble Iron (gm/L) <10
 - Color (Pt-Co units) <75
 - Odor None
 - Total Heavy Metals (as Pb) 0.02% maximum

3. The product must not freeze or crystallize during shipment or storage prior to receipt by Frankfort Plant Board.

4. If the material does not meet AWWA Standard B302-16 or above product requirements or causes solids, handling or operational hardship, the Vendor shall remove the material and any that may have mixed with from FPB premises. Vendor shall refund for all product removed at the current price or make a price adjustment agreed upon by both the Vendor and FPB.

CERTIFICATION REQUIRED (for each shipment)

1. Certified weight by a certified commercial weigher.

2. Certified analysis indicating compliance with all applicable requirements of this specification and applicable standards.

BID PRICING & SIGNATURE PAGE

NOTE: The total quantity is estimated to be used through December 31, 2022, we desire that you quote with the understanding that delivery will be requested when and as needed. Also, quote with the understanding that total orders may either exceed or fall short of the estimated total quantity however pricing shall remain in effect through December 31, 2022.

ITEM #	Estimated Quantity	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
1.	100,000	Liquid Ammonium Sulfate (tote quantities)	pounds		

SIGNED BY: _____

COMPANY: _____

ADDRESS: _____

E-MAIL: _____

TELEPHONE NUMBER: () _____

FAX NUMBER: () _____

DATE: _____

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

A. Has your company filed the required Employer Information Report, EEO-1 (Standard Form 100) with the Secretary of Labor's Joint Reporting Committee for the prior period ending March 31?

YES

NO

If your answer to Question A above is "NO", check the following appropriate reasons for not filing:

1. Employ less than one hundred people company-wide.
2. Have specific exemption from Secretary of Labor as provided in Section 20 of Executive Order 11246, as amended.

Within Thirty (30) days after receipt of any order from the **Frankfort Electric and Water Plant Board** and prior to each March 31 thereafter, during the performance of work under said order, the undersigned firm agrees to file Standard Form 100, entitled "Equal Employment Opportunity Information Report EEO-1" in accordance with instructions contained therein, unless such firm has either filed such report within twelve months preceding the date of the award or is not otherwise required by law or regulations to file such a report.

B. In consideration of the undersigned being placed in the **Frankfort Electric and Water Plant Board's** "Supplier Document" for the year ending March 31 next, the undersigned certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in any subcontract, contract, purchase order, or agreement that the undersigned may receive from the **Frankfort Electric and Water Plant Board**.

As used in this certification, the term "Segregated facilities" means any waiting room, work areas, rest room, and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

The undersigned further agrees that he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files and that he will forward the following notice to his proposed subcontractors (except when the proposed subcontractors have submitted identical certification for specific time periods).

"NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES"

"A certification of Nonsegregated Facilities, as required by the May 9, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification for all subcontractors during a period (i.e., quarterly, semi-annually, or annually).

(Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.)"

C. Do you have at each of your facilities a current written Affirmative Action Compliance Program as required by Title 41 of the Code of Federal Regulations (CFR) 60-1.40; and current written Affirmative Action Programs for disabled veteran, veterans of the Vietnam Era and Handicapped workers as required by CFR 60-250.4 and CFR 60-741.4?

YES

NO

If "NO" within 120 days after receipt of any order resulting from attached quotation, the undersigned firm agrees to develop and maintain written Affirmative Action Compliance Programs as required. (Current law requires the contractor to develop a written Affirmative Action Compliance Programs in those cases where the contractor has received prime contract or subcontracts for \$50,000 or more and employs fifty (50) or more people).

CONTRACTOR (SELLER/SUPPLIER): _____

MAILING ADDRESS / PHONE: _____

Authorized Representative's
NAME (PRINT OR TYPE): _____

Authorized Representative TITLE: _____

Dated Signature of Authorized Representative: _____

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENT OF
GENERAL SAFETY PROGRAM**

The Frankfort Plant Board requires that all contractors operate in compliance with standards set forth by federal, state, and local regulatory agencies, including but not limited to the Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation. To comply with the regulations set forth by these agencies it is necessary for each contractor to operate under an established safety program pertaining to the contractor's specific line of business.

The primary goal of a safety program is to protect the health and safety of employees and the public. Our goals are also to conserve and protect property and the environment. **IT IS OUR ABSOLUTE CONVICTION THAT:**

- This is a moral responsibility of each firm and worker involved.
- Safe and healthful work is more efficient, effective and inseparable from how we perform our work.
- Accidents and injuries are unnecessary costs

We accomplish work which is free from accident and injury by providing vigorous leadership that is visible through the organization.

How well we conduct our work in a hazard-free manner, according to the direction provided, is a key factor in our performance for which we are each accountable.

There are certain basic elements that are incorporated into the safety program:

- Effective management leadership from each contractor;
- Organization of a **General Safety Program**;
- On-site supervisor with authority to carry out their responsibilities including suspension of work to correct unsafe conditions;
- Proper training and supervision; and
- Employee participation

Does your organization operate under an established safety program that is in compliance with all applicable federal, state and local regulations and does this program embody the philosophies described above?

YES

NO

CONTRACTOR (SELLER/SUPPLIER): _____

MAILING ADDRESS / PHONE: _____

Authorized Representative's
NAME (PRINT OR TYPE): _____

Authorized Representative TITLE: _____

Dated Signature of Authorized Representative: _____

*Frankfort Electric and Water Plant Board
PO Box 308, Frankfort KY 40602*

DRUGFREE WORKPLACE COMPLIANCE CERTIFICATE

PLEASE SIGN BELOW TO INDICATE: 1) Contractor is in compliance with any applicable local, state or federal laws concerning mandatory Drug and Alcohol Testing Programs; and 2) AS a term of any contract, the Contractor agrees to comply with any such drug and/or alcohol testing that may be required by law.

CONTRACTOR : _____
MAILING ADDRESS/PHONE: _____

Authorized Representative's
NAME (Print or Type): _____
Authorized Representative's TITLE: _____
SIGNATURE & DATE: _____