

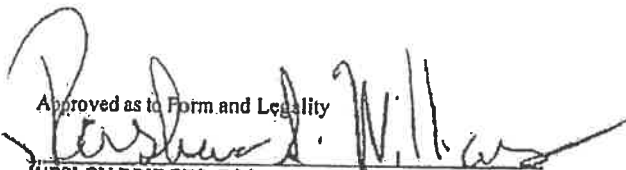
RESOLUTION

No. _____

Date of Adoption APR 21 2022

Factual content certified by

Approved as to Form and Legality


WESLEY BRIDGES, ESQ., DIRECTOR OF LAW


MARK LAYENBERG, DIRECTOR OF WATER & SEWER

Councilman /woman

Caldwell - Wilson

presents the following Resolution:

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO PVS TECHNOLOGIES, INC. FOR THE FURNISH AND DELIVERY F.O.B. OF FERRIC CHLORIDE FROM MARCH 18, 2022 TO MARCH 17, 2023 IN AN AMOUNT NOT TO EXCEED \$861,600.00 BID 2022-18

WHEREAS, two (2) sealed bids were received in the Division of Purchasing on January 11, 2022, for the Furnish and Delivery F.O.B. of Ferric Chloride for a period of one (1) year with the option to exercise the option to extend the contract for one (1) additional year for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant; and

WHEREAS, Ferric Chloride is the primary coagulant used in the treatment process at the Water Filtration Plant. It is used to cause the particles in the raw water to become destabilized and subsequently clump together so that they can be more easily settled and filtered; and

WHEREAS, the low bidder, PVS Technologies, Inc., 10900 Harper Avenue, Detroit, Michigan 48213 is made pursuant to advertisement, be and is hereby accepted, as the lowest, responsive, responsible bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$861,600.00 for a unit price per ton of \$718.00 for 1,200 tons (see attached breakdown of pricing) have been certified to be available in the following account number: CY' 2022, 2-05- -55-5500-821-001, contingent upon the temporary and final adoption of CY'2022 budget. This contract shall be awarded for a period of one (1) year from March 17, 2022 to March 18, 2023; with an option to exercise the option to extend the contract for one (1) additional year in an amount not to exceed \$891,600.00 for a unit price per ton for 1,200 tons of \$743.00. A resolution must be adopted to exercise the option to extend the contract for an additional one (1) year and the bidder must submit an extension letter to extend the pricing and services for an additional one (1) year.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Trenton that the Mayor is hereby authorized to execute a contract with PVS Technologies, Inc., 10900 Harper Avenue, Detroit, Michigan 48213 in an amount not to exceed \$861,600.00 for a unit price per ton of \$718.00 for 1,200 tons for the furnish and delivery F.O.B. of Ferric Chloride for the City of Trenton, Department of Water and Sewer, Trenton Water Filtration Plant for the said purposes in the manner prescribed by law.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
CAIDWELL WILSON	✓				RODRIGUEZ	✓				MCBRIDE	✓			
HARRISON	✓				VAUGHN	✓								
MUSCHAL	✓				WILKINS	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on **APR 21 2022**

Kathy McBride
 President of Council

Penelope S. Edwards-Carter
 City Clerk
Penelope S. Edwards-Carter
 Assistant Municipal Clerk

**AGREEMENT
CITY OF TRENTON, NEW JERSEY
BID2022-18
RESOLUTION NUMBER:#22-160**

**FURNISH AND DELIVERY F.O.B. OF FERRIC CHLORIDE FOR A PERIOD OF ONE (1) YEAR
FROM MARCH 18, 2022 TO MARCH 17, 2023 AWARDED TO PVS TECHNOLOGIES, INC.**

This Agreement, entered into this 22ND Day of APRIL 2022 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') 319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 and PVS TECHNOLOGIES, INC., 10900 HARPER AVENUE, DETROIT, MICHIGAN 48213 (Contractor"), witnesseth that:

WHEREAS, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services IN AN AMOUNT NOT TO EXCEED \$861,600.00 FOR A UNIT PRICE PER TON OF \$718.00 FOR 1,200 TONS (SEE ATTACHED BREAKDOWN OF PRICING) FOR A PERIOD OF ONE (1) YEAR FROM MARCH 18, 2022 TO MARCH 17, 2023; WITH AN OPTION TO EXERCISE THE OPTION TO EXTEND THE CONTRACT FOR ONE (1) ADDITIONAL YEAR IN AN AMOUNT NOT TO EXCEED \$891,600.00 FOR A UNIT PRICE PER TON FOR 1,200 TONS OF \$743.00. A RESOLUTION MUST BE ADOPTED TO EXERCISE THE OPTION TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE (1) YEAR AND THE BIDDER MUST SUBMIT AN EXTENSION LETTER TO EXTEND THE PRICING AND SERVICES FOR AN ADDITIONAL ONE (1) YEAR.

FIRST, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDED A CONTRACT TO PVS TECHNOLOGIES, INC.,
10900 HARPER AVENUE, DETROIT, MICHIGAN 48213 FOR FURNISH AND DELIVERY F.O.B. OF FERRIC CHLORIDE
FOR THE CITY OF TRENTON, DEPARTMENT OF WATER AND SEWER, WATER FILTRATION PLANT**

B. The contract shall submit with contracts with the following:
**UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS
SUB-CONTRACTORS: NONE**

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

SECOND, The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

THIRD, The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

FOURTH, In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of this agreement shall be first notified of the necessity for such replacement, and given the same time allowance for such replacement as is given Contractor.

FIFTH, This contract shall not be amended, assigned or subcontracted without the consent of the City of Trenton in writing (if the total compensation payable thereunder shall thereby exceed \$2,500.00, approval by Resolution of the Governing Body shall be required), and any breach of this covenant shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

EIGHTH. During the performance of this contract, the contractor agrees as follows:

a. CONTRACTOR or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

- e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:
1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
 2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or
 3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3) (a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this

contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

CITY OF TRENTON

Attest: *Penelope S. Edwards-Carter* *W Reed Gusclora*
Municipal Clerk W Reed Gusclora, Esq. Mayor
Penelope S. Edwards-Carter
Assistant Municipal Clerk
30 June 2022 6-14-22
Date Date

and

PVS TECHNOLOGIES, INC., 10900 HARPER AVENUE, DETROIT, MICHIGAN 48213

Attest: *Jonathan S. Taub* *Lauren S. Stein*
Secretary President
June 2, 2022
Date



SPECIFICATION FOR FERRIC CHLORIDE

1.0 GENERAL

The Trenton Water Works (TWW) is seeking bids for bulk delivery of liquid ferric chloride. The chemical will be used by the Trenton Water Filtration Plant (WFP) to treat Delaware River water to produce potable water for the City of Trenton, New Jersey. More specifically, it will be used as the primary coagulant.

The estimated average annual quantity is 520,000 gallons of 40% solution (4.78 lbs/gal as ferric chloride). The quantities stated herein are estimates based on projected flow at the Trenton WFP. The successful bidder agrees to furnish more or less than the estimates in accordance with the actual needs as they occur through the contract period at the negotiated unit price.

The contract term will be from award date of contract through one year.

Trenton Water Works reserves the right to reduce the quantity and number of shipments of Ferric Chloride as it deems necessary and shall pay for only the exact amount of Ferric Chloride received.

2.0 PRODUCT

2.1 Applicable Code

The Ferric Chloride solution shall conform to the American Water Works Association's standard for Liquid Ferric Chloride, B407-05 except as supplemented in this specification. Failure to meet any aspect of this specification may result in refusal of individual deliveries or immediate termination of the contract.

2.2 Minimum Requirements

<u>Substance</u>	<u>Range</u>
FeCl ₃	32 - 45%
Free HCL	<1.0%
Water-Insoluble Matter	<0.2%
Specific Gravity	1.3 - 1.5, 1.4 Avg.
Sulfur as Sulfate	3 - 5 %
Barium	< 1 mg/kg
Cadmium	< 1 mg/kg
Chromium	<92 mg/kg
Copper	<92 mg/kg
Lead	< 5 mg/kg
Nickel	<40 mg/kg
Silver	< 1 mg/kg
Zinc	<100 mg/kg
Magnesium	<100 mg/kg
Molybdenum	<25 mg/kg
Titanium	<50 mg/kg
Antimony	< 10 mg/kg
Arsenic	< 10 mg/kg
Selenium	< 10 mg/kg
Mercury	< 10 mg/kg

2.3 Certification

The Ferric Chloride product shall be Certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with the most current American National Standards Institute National Science Foundation Standard 60 (Drinking Water Treatment Chemicals -Health Effects). A copy of the ANSI/NSF-60 Acceptance Letter shall be supplied with the bid.

2.4 Performance Requirements

1. Ferric Chloride shall not crystallize in storage.
2. The Ferric Chloride product shall not cause any adverse effect on the condition of the filter media or chemical delivery systems that ill adversely affect performance.
3. The Ferric Chloride product shall be resistant to and free from biological contamination.
4. The Ferric Chloride product supplied according to this specification shall contain no substances in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been treated with Ferric Chloride product in accordance with supplier's recommendation and within the maximum allowed dosage.

2.5 Submittals with Bid

1. A copy of the ANSI/NSF-60 Acceptance Letter demonstrating the Ferric Chloride product is suitable for contact with or treatment of drinking water in accordance with the most current American National Standards Institute National Science Foundation Standard 60 (Drinking Water Treatment Chemicals -Health Effects).
2. The name and address of the manufacturer supplying the ferric chloride.
3. Material Safety Data Sheet (MSDS) for the ferric chloride.

3.0 DELIVERY

3.1 Delivery Address

Trenton Water Filtration Plant
One Route 29 South
Trenton, NJ 08603

3.2 Delivery Time and Quantity

TWW will determine the quantity and schedule for each delivery and notify the successful bidder at least 48 hours in advance of scheduled shipment. Unless otherwise requested by TWW, bulk delivery shall be made between 7:30 am and 3:00 pm, Monday through Friday only.

3.3 Testing

Each delivery must be sampled and tested by the bidder in accordance with AWWA B407-05 Liquid Ferric Chloride.

TWW reserves the right to test each shipment on its own and reject the shipment if the ferric chloride solution does not meet this specification.

3.4 Delivery & Transfer Requirements

The successful bidder shall have all bulk delivery trucks weighed by a certified scale. The successful bidder must provide TWW with a weight ticket at the time of delivery.

A copy of the driver's license for each new driver must be submitted to Trenton Water Works at least 1 day prior to delivery.

The bidder must have proper equipment for safely transferring the ferric chloride solution into the underground storage tanks (two 25,000 gallon tanks) within the designated secondary containment area. Bidder shall strictly follow New Jersey State guidelines during chemical transfer. Tank fill pipe will have a standard 4-bolt flange fitting.

3.5 Spillage and Cleanup

It will be the bidder's responsibility to bear all cleanup costs, including but not limited to: lack of proper equipment to unload, carelessness, etc.

4.0 PAYMENT

The payment shall be based on the actual amount of Ferric Chloride delivered at the negotiated unit price per ton of Ferric Chloride. It is preferred that a full truck load shall be delivered for each shipment. Partial deliveries are generally not allowed unless agreed to by both TWW and the supplier vendor.

Total Payment = (Net Weight of FeCl_3 Solution Delivered)¹ x (% FeCl_3 by weight)² x (\$/lbs of FeCl_3)³

1. Net Weight FeCl_3 Solution Delivered is measured by a certified scale for each delivery
2. % FeCl_3 is obtained by testing samples (see Section 3.3)
3. \$/lbs of FeCl_3 is the negotiated unit price