

ERIE COUNTY WATER AUTHORITY

BIDDER'S PROPOSAL

FOR

**FURNISHING AND DELIVERING OF HYDROFLUOROSILICIC ACID
TO THE ERIE COUNTY WATER AUTHORITY
FOR USE IN THE TREATMENT OF WATER
FOR TWO YEARS FROM MARCH 15, 2018 THROUGH MARCH 14, 2020.**

ECWA PROJECT No. 201800015

The Bidder agrees to perform all the following work described in the Documents for the following unit prices or lump sums. The Bidder also agrees that the unit price or lump sum price bid shall be full compensation for furnishing all labor, materials, tools, profit, and equipment necessary to perform the work as shown and specified.

NOTE: the Quantities for the unit price items are unpredictable and the OWNER has inserted certain quantities in the proposal to be used solely for purpose of comparison of bids. The Bidder will not be entitled to any adjustment in the unit price bid as a result of changes in any of these items ranging from zero to any quantity. The Bidder shall make no claims for anticipated profits, for loss of profits, or for other damages as the result of changes in the quantities purchased.

In case of discrepancy, written unit figures shall govern.

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>COMPUTED TOTALS</u>
ITEM 1 For furnishing, delivering, and unloading, FOB destination solution of 25% Hydrofluorosilicic Acid, all in accordance with the specifications, to: Item 1a Sturgeon Point Water Treatment Plant, for the unit price of: Four Hundred Seven _____ Dollars and Seventy Seven _____ Cents (\$ 407.77) per ton liquid (2,000 pounds)	720 Liquid Tons	\$ <u>293,594.40</u>

Item 1b Jerome Van de Water Water Treatment Plant,
for the unit price of:

Four Hundred Seven Dollars
and Seventy Seven Cents
(\$ 407.77) per ton liquid (2,000 pounds) 250 Liquid Tons \$ 101,942.50

COMPUTED TOTAL FOR ITEM 1 (1a + 1b):

Three Hundred Ninety Five Thousand , Five Hundred Thirty Six Dollars
and Ninety Cents \$ 395,536.90

ATTENTION OF THE BIDDERS IS CALLED TO THE FOLLOWING:

SECTION 2875 & 2878 OF THE PUBLIC AUTHORITIES LAW WHICH REQUIRES A BIDDER'S CERTIFICATE OF NON-COLLUSION. SUCH CERTIFICATE IS PART OF THE BID OR PROPOSAL FORM, AND UNLESS COMPLIED WITH SUCH BID WILL NOT BE ACCEPTED.

Bidder certifies that he is not in arrears to the Erie County Water Authority or the County of Erie upon any debt or contract, nor is he a defaulter as surety or otherwise upon any obligation of the Erie County Water Authority or the County of Erie.

DuBois Chemicals, Inc.

Contracting Company

Per: Betty K-Jones
Betty Kendall-Jones, Municipal Bid Specialist

Date: 05/04/18

~~NO
(SEAL)~~

State Delivery (if applicable):

5 - 7 days from receipt of the order

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

Section 2875. Ground for cancellation of contract by public authority.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation or termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waive of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

DuBois Chemicals, Inc.

(Name of Individual, Partnership or Corporation)

By

Betty K. Jones
 (Person authorized to sign)
 Betty Kendall-Jones, Municipal Bid Specialist



SECTION 2876 OF THE PUBLIC AUTHORITIES LAW**Section 2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY**

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this title.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

FORMS A, B, and C**SECTION 139 OF STATE FINANCE LAW**

Pursuant to State Finance Law §§139-j and 139-k, this Invitation to Bid includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers, through final award and approval of the Procurement Contract by the Governmental Entity. The designated contact is identified in the Notice to Bidders. Governmental Entity employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority's Procurement Disclosure Policy.

Form A - Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law.

Form B - Offerer's Certification of Compliance with State Finance Law.

Form C - Offerer's Disclosure of Prior Non-Responsibility Determinations.

Contract Termination Provision.

FORM A**Offerer's Affirmation of Understanding of and Agreement Pursuant to State
Finance Law §139-j(3) and §139-j(6)(b)****Instructions:**

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: Betty Kendall-Jones Date: 05/04/18

Name: Betty Kendall-Jones

Title: Municipal Bid Specialist

Contractor Name: DuBois Chemicals, Inc.

Contractor Address: 1717 E. Fargo Ave.

Nampa, ID 83687

FORM B**Offerer's Certification of Compliance
With State Finance Law §139-k(5)****Instructions:**

A Governmental Entity must obtain the required Certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the Certification and provide it to the procuring Governmental Entity. It is required that the Certification be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: Betty K. Jones Date: 05/04/18

Name: Betty Kendall-Jones

Title: Municipal Bid Specialist

Contractor Name: DuBois Chemicals, Inc.

Contractor Address: 1717 E. Fargo Ave.

Nampa, ID 83687

FORM C**Offerer's Disclosure of Prior
Non-Responsibility Determinations****Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement no later than when the Offerer submits its proposal.

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

DuBois Chemicals, Inc.

Address: 1717 E. Fargo Ave.

Nampa, ID 83687

Name and Title of Person Submitting this Form: Betty Kendall-Jones, Municipal Bid Specialist

Contract Procurement Number: Project No. 201800015

Date: 05/04/18

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

By: Betty K Jones
Signature

Date: 05/04/18

Name: DuBois Chemicals, Inc.

Title: Betty Kendall-Jones, Municipal Bid Specialist

Contract Termination Provision

Instructions:

A Contract Termination Provision will be included in each Procurement Contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the Governmental Entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §139-k(1).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Governmental Entity is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

**INFORMATION REQUIRED FROM CONTRACTORS
AT TIME OF CANVASS OF BIDS**

(INDIVIDUALS OR PARTNERSHIPS)

Official Name: _____

Official Business Address: _____

Business Telephone: _____

For Partnerships and Assumed Names Only:

Has Certificate been filed with County Clerk in which business is carried out? Yes () No ()

Date of Filing Certificate: _____

Names and Addresses of Individuals included in Certificate:

List Financial References including at least one Bank and one Supplier

Have you ever failed to complete any project or been terminated from a contract? _____

Were you ever denied a contract after being the low bidder? _____

List any lawsuits involving breach of contract in which you are a party _____

List on separate sheet and attach any additional information that may be of benefit to Water Authority. Successful Bidder will be required to file with Erie County Water Authority a certified copy of latest Assumed Name Certificate.

ID Number: (complete one)

Federal Employer Identification Number: _____

Social Security Number: _____

**INFORMATION REQUIRED FROM CONTRACTORS
AT TIME OF CANVASS OF BIDS**

(CORPORATIONS)

Official Corporate Name: DuBois Chemicals, Inc.

Official Business Address: 1717 E. Fargo Ave., Nampa, ID 83687

Business Telephone: 385.549.0086

Incorporated Under Laws of the State of: DE

Certificate of Incorporation filed in the office of the Clerk of the County of: New Castle

Date of incorporation: 09/08/2008

Names, Address and Official Title of Principle Officers of Corporation and Stockholders with Ten Percent (10%) or more of stock:

Resolute Fund III L.P., New York, NY

Riverside Strategic Capital Fund, New York, NY

List Financial References including at least one Bank and one Supplier

Financial: PNC Bank, 201 East Fifth Street, Cincinnati, OH 45241

General Chemical, 90 East Halsey Road, Parsippany, NJ 07054

Have you ever failed to complete any project or been terminated from a contract? NO

Were you ever denied a contract after being the low bidder? NO

List any lawsuits involving breach of contract in which you are a party N/A

List on separate sheet and attach any additional information that may be of benefit to Water Authority. Successful Bidder will be required to file with Erie County Water Authority a certified copy of latest Assumed Name Certificate.

ID Number:: (complete one)

Federal Employer Identification Number: 80-0244824

Social Security Number: N/A

INFORMATION REQUIRED FROM BIDDERS

PS3-14

EXPERIENCE

1. How many years has your organization been in business under your present name? 10 years
2. What projects similar to this one has your organization completed? Include all projects done in the last three years and all projects done for the ECWA in the last five years. (A)
3. What projects has your organization completed under a different name? (B)
4. List the name of the organization referred to in Question 3 and the names of the officers of that organization BHS Marketing, LLC aka BHS Specialty Chemicals

CLASS OF WORK	CONTRACT AMOUNT	WHEN COMPLETED	NAME & ADDRESS OF ENGINEER OR OWNER
A. NO PROJECTS FOR THE ECWA			
Furnish Fluorosilicic Acid for the treatment of potable water	Approx \$44,798.25	9/12/18	City of Canton, OH 218 Cleveland Ave, SW Canton, OH 44702 Contact: Katie Wise PH: 330.489.3245
Furnish Fluorosilicic Acid for the treatment of potable water	Approx \$49,125.00	6/30/19	Helix Water District 9560 Lake Jennings Park Rd. Lakeside, CA 92040 Contact: Tommy Pearce PH: 619.596.1342
Furnish Fluorosilicic Acid for the treatment of potable water			City of St. Louis 1200 Market St. St. Louis, MO 63104 Contact: Stephen Gregall PH: 314.622.4596
B. NO PROJECTS FOR THE ECWA			
SEE ATTACHED			

Attachment for Information Required From Bidders – Experience Item 3 – (B)

Company Name: New York City - DEP	Contact Person: Dan Massie
Address: West Lake Drive	Telephone Number: (914) 760-3060
City, State, Zip: Valhalla, NY 10595	E-mail Address: dmassi@dep.nyc.gov
Services Provided / Date(s) of Service: Supply Hydrofluosilicic Acid for water treatment. 07/01/13 – 06/30/20 with options Estimated 6,340 tons annually, Annual contract \$1,432,142.60	

Company Name: Metro Water District of Southern California	Contact Person: Adrian Brown
Address: 700 N. Alameda Street	Telephone Number: (213) 217-5625
City, State, Zip: Los Angeles, CA 90012	E-mail Address: ABrown@mwdH2o.com
Services Provided / Date(s) of Service: Supply Hydrofluosilicic Acid for water treatment. 07/01/16 - 6/30/18 with options. Estimated 4,000 tons annually, Annual contract \$1,199,000,00	

Company Name: City of Seattle	Contact Person: Candace A. DeVries
Address: 700 5th Ave Ste 4112	Telephone Number: (425) 413-4161
City, State, Zip: Seattle, WA 98124-4678	E-mail Address: Candace.DeVries@seattle.gov
Services Provided / Date(s) of Service: Supply Hydrofluosilicic Acid for water treatment. 10/21/10 – 03/20/18 Estimated 700 tons annually, Annual contract \$ 419,244.00	

Company Name: City of Long Beach	Contact Person: Liza Gutierrez
Address: 2950 Redondo Avenue	Telephone Number: (562) 570-2466
City, State, Zip: Long Beach, CA 90807	E-mail Address: liza.gutierrez@lbwater.org
Services Provided / Date(s) of Service: Supply Hydrofluosilicic Acid for water treatment. 04/01/16 – 03/31/18 Estimated 175 tons annually, Annual contract \$ 77,113.75	

INFORMATION REQUIRED FROM BIDDERS

OSHA INFORMATION

List all Occupational Safety and Health Administration Citations for the last three years, including date, subject matter, and penalty.

SEE ATTACHED

Attach copies of all determined Citations and Notification of Penalty, Form OSHA 2.

Describe all pending cases, giving pertinent information such as apparent violations, location of project, type of project, and present status.

NONE

List any additional information on a separate sheet and attach.