

RESOLUTION No. 24-381

SEP 05 2024

Date of Adoption

Approved as to Form and Legality

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

Factual content certified by

SEAN SEMPLE, DIRECTOR OF WATER AND SEWER

Councilman /woman

presents the following Resolution:

RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO ATLANTIC COAST POLYMERS INC FOR THE FURNISHING AND DELIVERY OF SLUDGE BLANKET POLYMER FOR TRENTON WATER WORKS, WATER FILTRATION PLANT FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$227,500.00 – BID2024-36

WHEREAS, two (2) sealed bids were received in the Division of Purchasing on June 7th 2024, at 11:00am, by the Purchasing Agent for the Furnishing and Delivery of Sludge Blanket Polymer for the City of Trenton, Department of Water & Sewer, Trenton Water Works, Water Filtration Plant for a period of one (1) year from the date of award with an option to extend the contract for one (1) additional year; and

WHEREAS, the low bidder, George S. Coyne Chemical Co., Inc located at 315 State Road, Croydon, Pennsylvania 19021 stated in the specifications if an alternate product is proposed, it shall be approved equal to the current product used at the Water Filtration Plant with a certification stating the product can be used in the treatment process; the certification was not provided. It is in the best interest of the City of Trenton to award the contract to the second low bidder; and

WHEREAS, the second bidder, Atlantic Coast Polymers Inc. located at 224 Commercial Blvd, Suite 204, Lauderdale-By-The-Sea, Florida 33308-4443 is made pursuant to advertisement in providing the product N-1986 (Sludge Blanket Polymer) used at the Water Filtration Plant. Atlantic Coast Polymer Inc is hereby accepted, as the lowest, responsible, responsive bidder complying with terms and specifications on file in the Division of Purchasing; and

WHEREAS, funds in an amount not to exceed \$227,500.00 (\$875.00 per unit price for 260 drums) have been certified to be available in the following account number: 4-05- -55-5506-821-008 contingent upon the temporary and final adoption of CY'2024 budget. This contract shall be awarded for a period of (1) year from the date of award; with an option to extend the contract for an additional year contingent upon the temporary and final adoption of CY'2025 budget in an amount to exceed \$232,700.00.

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 Atlantic Coast Polymers Inc located at 224 Commercial Blvd, Suite 204, Lauderdale-By-The-Sea, Florida 33308-4443 for the Furnishing and Delivery of Sludge Blanket Polymer in an amount not to exceed \$227,500.00 for the City of Trenton, Department of Water and Sewer, Trenton Water Works, Water Filtration Plant for the said purposes in the manner prescribed by law.

MOTION: <i>Frisby</i>					SECOND: <i>Edwards</i>				
	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
EDWARDS	✓				GONZALEZ	✓			
FIGUEROA	✓				HARRISON	✓			
KETTENBURG	✓				WILLIAMS	✓			
FRISBY	✓								

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

SEP 05 2024

President of Council

City Clerk

A G R E E M E N T
CITY OF TRENTON, NEW JERSEY
BID2024-36
RES. NO. 24-381

AWARDED TO ATLANTIC COAST POLYMERS INC.

This Agreement, entered into this 6th Day of September, 2024 between the City of Trenton, a municipal corporation of the State of New Jersey, ('CITY') **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **ATLANTIC COAST POLYMERS INC., 224 COMMERCIAL BLVD, SUITE 204, LAUDERDALE-BY-THE-SEA, FLORIDA 33308-443** ("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 \$277,500.00 FOR A PERIOD OF ONE (1) YEAR FROM DATE OF AWARD WITH THE OPTION TO EXTEND ONE (1) ADDITIONAL YEAR IN AN AMOUNT NOT TO EXCEED \$232,700.00.**

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 AWARDING A CONTRACT TO ATLANTIC COAST
POLYMERS INC FOR THE FURNISHING AND DELIVERY OF SLUDGE BLANKET POLYMER FOR
TRENTON WATER WORKS, WATER FILTRATION PLANT FOR A PERIOD OF ONE (1) YEAR FROM
DATE OF AWARD IN AN AMOUNT NOT TO EXCEED \$227,500.00 – BID2024-36**

B. The contract shall submit with contracts with the following:

UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS

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 convenient 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. The 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. THE 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 thereunto, 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:


Brandon L. Garcia, RMC
Municipal Clerk

10/28/24
Date


W. Reed Gusclora, Esq. Mayor

10-22-24
Date

and

ATLANTIC COAST POLYMERS INC., 224 COMMERCIAL BLVD, SUITE 204, LAUDERDALE-BY-THE-SEA, FLORIDA 33308-443

CONTRACTOR SIGNATURE

DATE

Attest:


Secretary


President

10/15/24
Date

**PROPOSAL
TO
TRENTON WATER WORKS
FOR
SLUDGE BLANKET POLYMER
CY2025**

The undersigned proposes to furnish and deliver to Trenton Water Works, Water Filtration Plant, John Fitch Parkway, Trenton, New Jersey Sludge Blanket Polymer, as per the attached specifications.

Quantity	Description	Unit Price Per drum	Total Bid Price
14,300 gallons 260 Drums	Sludge Blanket Polymer per attached specifications	895.00	232,700.00
		\$ 853.00	\$ 221,780.00


N-1981

N-6312

* Alternative

Stuart Siegel
Respectfully Submitted


(Signature)

 ATLANTIC COAST POLYMERS Inc.
224 Commercial Blvd. Suite 204
Lauderdale-By-The-Sea, FL 33308-4443
Phone: 512.732.0007 Fax: 512.732.0008

Person to Contact: Austin

Telephone Number: 512 732 0007

PRICES SHALL BE FIRM FOR THE LENGTH OF THIS CONTRACT

SPECIFICATIONS FOR SLUDGE BLANKET POLYMER

1.0 GENERAL

The Trenton Water Works (TWW) is seeking bids for non-ionic polyacrylamide in water-in-oil emulsion sludge blanket polymer (polymer) in 55-gal drums. 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 to enhance the cohesiveness of the sludge blanket for the Superpulsator Clarifier® pretreatment process. Also, the polymer shall have filter aid capabilities.

The estimated average annual quantity is 14,300 gallons of neat polymer solution at 8.34-8.45 lbs/gal. The quantities stated herein are estimates based on the projected flow at the Trenton WFP. The successful bidder agrees to furnish more or less than the estimate in accordance with the actual needs as they occur through the contract period at the negotiated unit price.

The contract term will be for one year from award date of contract. Trenton Water Works reserves the right to extend the contract period at the same pricing if there is a balance left on the contract after the termination date.

Trenton Water Works reserves the right to reduce the quantity and number of shipments of sludge blanket polymer as it deems necessary, and shall pay for only the exact amount of sludge blanket polymer. Trenton Water Works also reserves the right to switch to alternate products.

2.0 PRODUCT

2.1 Applicable Code

The polymer shall conform to the American Water Works Associations standard for Polyacrylamide, B453-06 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

Polymer shall be emulsion-type with a specific gravity of 1.0 to 1.1 that is compatible with Acrison Model 530 polymer blending units. It shall provide adequate sludge cohesion of sludge blanket in the Superpulsator Clarifier® and its use shall be approved by Infilco Degremont, Inc.(IDI).

Product shall be Kemira Superfloc N-1986 or approved equal. Provide with the bid, certification by IDI that states the proposed product meets or exceeds the performance of Kemira Superfloc N-1986 N if an alternate is proposed. Alternate proposed shall have filter aid capabilities.

Product shall be manufactured in the United States of America.

2.3 Certification

The sludge blanket polymer 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 Submittals with Bid

1. A copy of the ANSI/NSF-60 Acceptance Letter demonstrating the sludge blanket polymer 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 sludge blanket polymer.

Sludge Blanket Polymer 5/1/24 TBH

3. Material Safety Data Sheet (MSDS) for the sludge blanket polymer.
4. Pilot and full scale testing shall be performed at no cost for product and/or technical assistance if an alternate is proposed prior to approval. The vendor shall have a 3rd party conduct testing consisting of (1) jar testing under various conditions such as turbid river conditions, different water temperatures and any other conditions required by Trenton Water Works, (2) control full scale test not to be less than two weeks and (3) confirm filterability of product at slightly higher dosages. Alternatively, submit certification by IDI if an alternate is proposed.

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 14 days in advance of scheduled shipment. Unless otherwise requested by TWW, 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 B453-06 Polyacrylamide.

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

3.4 Delivery Requirements

The bidder shall deliver neat polymer by truck in 55-gallon drums on pallets (4 per pallet). Each delivery will have a minimum quantity of 4 drums (1 pallet). Owner will unload pallets from truck by forklift.

4.0 PAYMENT

The payment shall be based on the actual amount of polymer delivered and the negotiated unit price per lb of polymer.

Total Payment = (Net Weight of Neat Polymer Solution Delivered)¹ x (\$/lbs of Neat Polymer)²

1. Net Weight of Neat Polymer Solution Delivered is measured by a certified scale for each delivery
2. \$/lbs of Neat Polymer is the negotiated unit price