



Plattsburgh, New York

Kristofer Gushlaw
Chief Plant Operator

Water Resource Recovery Plant
53 Green Street
Plattsburgh, NY 12901
518-563-7172
gushlawk@cityofplattsburgh-ny.gov

NOTICE TO BIDDERS

The Common Council of the City of Plattsburgh, New York will receive sealed bids up until **11:00 AM, Tuesday, April 26, 2022** at the City Clerk's Office, 41 City Hall Place, Plattsburgh, New York, for **Sodium Thiosulfate for the Water Resource Recovery Facility**. The bids will be publicly opened and read aloud in the Common Council Chambers of the City Hall Building at 11:00 AM on this same date.

Specifications may be obtained at the Office of the City Clerk, 41 City Hall Place, Plattsburgh, New York 12901.

Bids to be accompanied with a Non-Collusive Bidding Certificate.

Envelope containing bid shall be plainly marked: **"Sodium Thiosulfate for the WRRF, Contract #WRRF 2022-04."**

The Common Council of the City of Plattsburgh, New York, reserves the right to reject any and/or all bids and to waive any and/or all informalities that do not affect the validity of the bid.

Kristofer Gushlaw
Chief Plant Operator

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WATER RESOURCE RECOVERY FACILITY
CONTRACT NO. WRRF 2022-04

ENVIRONMENTAL SERVICES DEPARTMENT

CITY HALL

**PLATTSBURGH, NEW YORK 12901
(518-536-7731)**

**JONATHAN P. RUFF
ENVIRONMENTAL MANAGER**

MARCH 2022

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INFORMATION FOR BIDDERS

1.1 OPENING OF BIDS

- A. Bids will be opened at the time and place set forth in the Notice to Bidders. Every bid received before that time, or authorized postponement thereof, will be opened and publicly read aloud. Bidders and other persons properly interested may be present in person or by representative.
- B. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof or may waive any informalities in or reject any or all bids. Any bid may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof.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 30 days after the actual opening thereof.
- C. Conditional bids will not be accepted.

1.2. PREPARATION OF PROPOSAL

- A. Proposals must be submitted on prescribed bid proposal forms or facsimiles thereof. All blank spaces must be filled in, in ink or typewritten, in both words and figures where so indicated.
- B. Each proposal must be submitted in a sealed envelope and shall have clearly designated on the outside the name and address of the bidder, the name of the project and the contract for which proposal is submitted. Bids must be submitted to City Clerk, City of Plattsburgh, 41 City Hall Place, Plattsburgh, New York 12901. Bids are to be submitted in an envelope and plainly marked, "**Sodium Thiosulfate for the WRRF, Contract #WRRF 2022-04**". Proposal to be submitted and received by the City no later than 11:00 A.M. on April 26, 2022.

1.3 COPIES OF CONTRACT DOCUMENTS

- A. Copies of the contract documents may be obtained on the City's website or from the City Clerk, 41 City Hall Place, Plattsburgh, New York 12901 (phone #518-563-7702, fax #518-562-5844).

1.4 NON-COLLUSIVE BIDDING CERTIFICATE

- A. Each prime Bidder submitting a bid for any portion of the work contemplated by the bidding documents shall execute a non-collusive certificate as required by applicable New York State law, in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such certificate shall be attached to the bid. Failure of any bidder to abide by this provision shall be cause for rejection of his bid.

INFORMATION FOR BIDDERS, CONTINUED...

1.5 QUALIFICATION OF BIDDERS

- A. The Owner may make such investigation as he deems 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.
- B. 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 herein.
- C. The Owner requires the Bidder that is to do the work described in this contract to have demonstrated abilities in supplying and technical support for the chemical used.

1.6 CONDITIONS OF WORK

- A. The Bidder must furnish all chemicals necessary for meeting requirements as needed by the City.

1.7 OBLIGATION OF BIDDERS

- A. At the time of the opening of bids, each bidder must be thoroughly familiar with the bidding documents, including all Addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

1.8 ADDENDA AND INTERPRETATIONS

- A. No interpretations of the meaning of the Specifications or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City Environmental Manager, and to be given consideration, must be received at least 5 days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications. Addenda will be mailed to all prospective bidders at the respective address furnished prior to the date as fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligations under his bid as submitted. All addenda so issued shall become part of the contract documents.

INFORMATION FOR BIDDERS, CONTINUED...

1.9 BASIS FOR AWARD

- A. Award will be made to the lowest responsible bidder as determined from the Bid Proposal. Unit prices shall govern in the event of a math error. On contracts with estimated quantities, the award will be made on the unit prices quoted.

- B. The Common Council of the City of Plattsburgh reserves the right to reject any or all bids received. The Common Council will regard all bids received as an agreement by the bidder to conform to all items of these specifications unless specific exceptions are to the best interest of the City.

GENERAL CONDITIONS

2.1 CONTRACT AND CONTRACT DOCUMENTS

- A. The specifications and Addenda shall form part of Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, titles, headings, contained herein and in said documents are solely to facilitate reference to various provisions of the Contract documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer.

2.2 DEFINITIONS

- A. "Contract" means the contract executed by the City of Plattsburgh and the Supplier.
- B. "Supplier or Bidder" means the person, firm or corporation executing the agreement.
- C. "Sub-Contractor" means a person, firm or corporation supplying labor and materials or only labor for work under separate contract or agreement with the Supplier.
- D. "Engineer" means the City Environmental Manager of the City of Plattsburgh, a duly authorized person representing the City of Plattsburgh.
- E. "Owner" shall mean the City of Plattsburgh. All contracts and agreements connected with the Owner shall be executed by the Mayor.

2.3 TIME OF CONTRACT

- A. The Contract period shall be for one (1) year, commencing on May 5, 2022, or as indicated otherwise in a formal Notice to Proceed for the bid. Contract period may be extended for two (2) additional one-year periods, by mutual agreement of the Owner and Supplier. Notice of extension must be in writing 60 days prior to Contract expiration.

2.4 TERMINATION OF CONTRACT

- A. The owner shall have the right to terminate the Contract after thirty (30) days written notice in the event:
 - 1. The Supplier fails to perform under the terms of this Contract.
 - 2. The Supplier fails to proceed in a diligent and workmanlike manner as determined by the City Environmental Manager or Chief Plant Operator of the Water Resource Recovery Facility.

GENERAL CONDITIONS CONTINUED...

2.5 PAYMENT

- A. The Supplier shall be responsible to comply with all record keeping and cost account requirements of the Engineer. The Supplier shall be paid only for material ordered in accordance with authorized Purchase Orders to be issued by the Chief Plant Operator of the Water Resource Recovery Facility.
- B. Payment shall be made at the unit price bid times the number of gallons of sodium thiosulfate delivered.
- C. The City of Plattsburgh (a municipal government) is exempt from payment of sales and compensating use taxes of the State of New York, and of cities and counties on all materials and supplies sold to the City pursuant to this contract and these taxes are not to be included in the bid price.
- D. Individual shipments will be ordered by the issuance of purchase orders as required.
- E. The estimated bid quantities are for bid evaluation purposes only, the City reserves the right to order more or less than the bid quantity as determined by the actual usage in the plant operation.

INSURANCE REQUIRED OF OTHERS

CONTRACTORS (and SUBCONTRACTORS)

Contractors, and their associated subcontractors who perform construction work on City projects, provide services to the City, or provide supplies to the City on a regular basis, are required to submit evidence of insurances as follows:

(A) GENERAL LIABILITY

Premises-Operational-Contractual BI/PD \$ 1,000,000
F.S.L./\$ 2,000,000 AGGREGATE

Completed Operations/Products BI/PD \$ 1,000,000
C.S.L./\$ 2,000,000 AGGREGATE

All policies must be on the COMPREHENSIVE FORM and the City of Plattsburgh is to be named as Additional Insured.

The X, C and U exclusions are to be eliminated if the contract involves certain types of work. If blasting is involved, the X exclusion is to be eliminated. If grading, excavating or pile driving work is involved, the C and U exclusions are to be eliminated.

(B) AUTOMOBILE LIABILITY -

Including owned, non-owned and hired vehicles

Bodily Injury/Property Damage = \$1,000,000. C.S.L.

(C) WORKER'S COMPENSATION -

In addition to the normal New York statutory coverage that is required, an All States or New York endorsement is required from the Contractors domiciled in a state other than New York. Those Contractors that are domiciled in the monopolistic State Fund states of Nevada, North Dakota, Ohio, Washington, West Virginia and Wyoming are to provide a certificate directly from their respective State Fund rather than their agent or broker.

If a contract involves any work that requires an employee to enter the confines of the inter-state waters of Lake Champlain, the Worker's Compensation policy is to include a United States Longshoremen's and Harbor Worker's Compensation Act endorsement as part of their policy.

INSURANCE REQUIRED OF OTHERS CONTINUED...

(D) NEW YORK STATE DISABILITY BENEFITS -

Statutory coverage is required from all contractors regardless if they are domiciled in New York or in a state other than New York if they employ any individual who is a legal resident of the State of New York.

(E) GENERAL INFORMATION -

All Certificates of Insurance must be on the ACORD Form 25 or a comparable insurance company certificate and indicate 30 days written notice to the City should any of the described policies be canceled before the expiration dates. Certificates provided by the State Fund are permissible on their own form but must contain the 30 days written notice of cancellation.

Excess liability on the Umbrella Form noted on the Certificate can be combined with the general liability and automobile liability limits to satisfy the minimum limits that are required. If it is indicated that Excess Liability is on other than an Umbrella Form, the Certificate must indicate that the Excess Liability coverage is on a following-form basis.

During the transition to the "Simplified" General Liability format, the old forms will be permitted and no aggregate is required for other than Product Liability coverage. The aggregate limit for Product Liability on the old forms should equal or exceed the Products per occurrence limit. Any coverage using a claims-made format must be approved by the Insurance Analyst.

Certificates of insurance on the Acord Form 25 must be submitted with the formal bid proposal.

CITY OF PLATTSBURGH, NEW YORK
WATER RESOURCE RECOVERY FACILITY
CONTRACT #WRRF 2022-04

BID SPECIFICATIONS: SODIUM THIOSULFATE

TECHNICAL

The City of Plattsburgh will start the dechlorination season on May 1, 2022, and will continue until October 31, 2022, using sodium thiosulfate.

Chemical that is to be supplied in the bid proposal shall be delivered in tank truck quantities, F.O.B., at the Water Resource Recovery Facility, 53 Green Street, Plattsburgh, New York 12901.

The bidder must specify the quantities of each tank truck shipment to be supplied on the bid schedule.

Delivery time following receipt of individual purchase orders is to be stated on the bid schedule.

Bidders must provide Safety Data Sheets (SDS) for the products offered with the bid proposal. The SDSs must include NFPA ratings for sodium thiosulfate. The NFPA ratings shall include health hazard, fire hazard, and reactivity. Additionally, any specific hazard information must be included which needs to be displayed. For each hazard, there shall be a numerical rating shown.

BID - SODIUM THIOSULFATE - 30% SOLUTION SPECIFICATIONS

PROPERTIES - Sodium Thiosulfate - 30% weight percent solution to be supplied:

Formula	Na ₂ S ₂ O ₃
Molecular Weight	158.11
pH	6.8 (6.8 - 9.0)
Specific Gravity (at 25°C)	1.26 – 1.34
Density (lbs/gal at 25°C)	10.4 – 11.2
Sulfate, Wt. %	0.5
Sulfite, Wt. %	0.7 (1.5 max)
Typical Analysis Sodium Thiosulfate	29.0% - 31.0%

****The Certificate of Analysis must contain a specific gravity with 2 or more decimal places.****

The estimated bid quantities for the contract term are:

Sodium Thiosulfate 30% solution - 38,000 gallons - Estimated Quantity

A 6,500 gallon polyethylene bulk storage tank, registered as tank #007, will be available to receive shipments of sodium thiosulfate - 30% solution. A 2-inch diameter PVC truck fill line will be available on the tank with valve and quick-disconnect cam-type male fitting. If piping other than what is indicated here is required to accommodate the tank truck discharge, the bidder must indicate the requirements on an attachment to the bid schedule. Bulk quantity for truckload shipment must be 2,000 gallons minimum and 4,500 gallons maximum.

Sodium thiosulfate technical grade solution is to be used.

CITY OF PLATTSBURGH, N.Y.
WATER RESOURCE RECOVERY FACILITY
BID SCHEDULE - CONTRACT #WRRF 2022-04

BID TITLE: Sodium Thiosulfate Contract #WRRF 2022-04

BID DUE DATE: 11:00 AM, Tuesday, April, 26, 2022.

DELIVERY: FOB at the Water Resource Recovery Facility,
 53 Green Street, Plattsburgh, New York 12901

EST. QTY	UNIT	DESCRIPTION	UNIT \$/GAL	TOTAL \$
38,000	GALS.	SODIUM THIOSULFATE 30% SOLUTION	_____	_____

ESTIMATED TOTAL PRICE: _____
 _____ In Words

DELIVERY: _____ Days after order is placed.

Gallons per shipment _____ Maximum _____ Minimum _____

NAME OF FIRM: _____

ADDRESS: _____

DELIVERY PHONE # _____

EMERGENCY PHONE # _____

SIGNATURE OF
 AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

E-MAIL ADDRESS OF COMPANY CONTACT: _____

ADDENDUM NO. 1 ACKNOWLEDGEMENT _____

ADDENDUM NO. 2 ACKNOWLEDGEMENT _____

ADDENDUM NO. 3 ACKNOWLEDGEMENT _____

- ATTACHMENTS:**
1. **Non-Collusive Bid Certificate.**
 2. **Safety Data Sheet for the Chemical Bid,
with NFPA ratings.**
 3. **Insurance Acord Form 25.**

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF _____)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____ the bidder that has submitted the attached bid;
2. he is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. such bid is genuine and is not a collusive or sham bid;
4. neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Plattsburgh, or any person interested in the proposed Contract;
5. no official, officer, employee or agent of the City of Plattsburgh is directly or indirectly interested in the bid, or the work to which it related, or in any portion of the profits thereof; and,
6. the price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____
TITLE _____

Subscribed and Sworn to before me this
_____ day of _____,

(NAME AND TITLE)

My Commission Expires _____,