



Plattsburgh, New York

Kristofer Gushlaw
Chief Plant Operator

Water Resource Recovery Facility
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, Monday, February 6, 2023** at the City Clerk's Office, 41 City Hall Place, Plattsburgh, New York, for **15% Sodium Hypochlorite Trade Solution for the Water Resource Recovery Facility/Water Filtration Plant**. 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, or available for download at www.cityofplattsburgh.com under the "Find-Bid Opportunities" section on the bottom of the homepage.

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

Envelope containing bid shall be plainly marked: **"15% Sodium Hypochlorite Trade Solution for WRRF/WFP, Contract #WRRF 2023-01."**

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.

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WRRF Chief Plant Operator



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MEMORANDUM

TO: Sylvia Parrotte, City Clerk

FROM: Kris Gushlaw, WRRF

DATE: January 19, 2023

RE: **BID SPECIFICATIONS - CONTRACT #WRRF 2023-01
15% SODIUM HYPOCHLORITE TRADE SOLUTION
FOR WRRF AND WATER FILTRATION PLANT**

Enclosed are bid specifications for the above and we have mailed specifications to the following companies:

1. Slack Chemical Company
465 South Clinton Street
Carthage, NY 13619-0030
ATTN: Loren Swears
2. Surpass Chemical Company
P.O. Box 4165, 1254 Broadway
Albany, NY 12204-0165
ATTN: Steve Byrne
3. Thatcher Company of New York
P.O. Box 27407
Salt Lake City, UT 84127-0407
ATTN: Wendy Richmond
4. Delta Chemical Corp.
2601 Connery Avenue
Baltimore, MD 21226
ATTN: R.A. Lebrun
- 5.. Colonial Chemical Co.
78 Carranza Road
Tabernacle, NJ 08088
ATTN: Dennis Holland
6. Universal Chemicals
100 Hackensack Avenue
So. Kearney, NJ 07032
ATTN: Jerry Kaplan
7. JCI Jones Chemical Inc.
100 Sunny Sol Boulevard
Caledonia, NY 14423
ATTN: Deborah Stella
8. Duso Chemical Company, Inc.
173 Smith Street
Poughkeepsie, NY 12601-2118
ATTN: Paula Metcalf
9. Pioneer
5 Terrace Road
Milford, CT 06460
ATTN: John Holthaus
10. Chemtrade
3450 Boulevard Gene-H-Kruger #210
Trois Rivieres, QC G9A 4M3
ATTN: Richard Linden Nantel

Cc: JR,Sylvia P., Mike S. (WFP)
KG: Bids and Contracts

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15% SODIUM HYPOCHLORITE TRADE SOLUTION

WATER RESOURCE RECOVERY FACILITY/WATER FILTRATION PLANT

CONTRACT NO. WRRF 2023-01

ENVIRONMENTAL SERVICES DEPARTMENT

CITY HALL

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

**JONATHAN P. RUFF
ENVIRONMENTAL MANAGER**

JANUARY 2023

BIDDING REQUIREMENTS

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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, and 41 City Hall Place, Plattsburgh, New York 12901. Bids are to be submitted in an envelope and plainly marked, **"15% Sodium Hypochlorite Trade Solution for WRRF/Water Filtration Plant, Contract #WRRF 2023-01."**

1.3 COPIES OF CONTRACT DOCUMENTS

- A. Copies of the contract documents may be obtained from the City's website and the City Clerk's Office, 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 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.
- 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.

1.9 BASIS FOR AWARD

- A. Award will be made to the lowest responsible bidder as determined from the Bid Proposal and based on the clause in section 1.9 B. 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 City of Plattsburgh reserves the right to reject any bidder for a 15% sodium hypochlorite trade solution which may contain mercury or a bid that lacks the mercury certification letter.
- C. 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.
- D. The term for the bid is for one (1) year with an option to extend for an additional one (1) year. The quantity of chemical shown is for a full year on the bid schedule sheet.

1.10 PERMITS, LICENSES AND FEES

- A. The contractor will be responsible for and required to obtain, maintain and pay for all permits, licenses, registrations etc., required in the performance or services described in this proposal. A lapse in maintaining this information can be termed as a breach of contract and possible termination of this work.

1.11 COMPLIANCE WITH EXISTING LAWS

- A. The contractor shall comply with all local, state and federal laws and regulations while executing the requirements of this contract. The same also applies to any subcontractor used in the performance of this bid.
- B. As of November 1, 2017, NYS DEC has implemented a “Mercury Minimization Program” in which the Water Resource Recovery Facility must abide by. **The contractor must submit a manufacturer’s certificate of analysis and/or a notarized affidavit which describes the solution’s mercury concentration and the detection limit achieved with the bid packet (see page 9 and 10 of this document for information on mercury limits). This certificate of analysis and/or affidavit MUST be submitted with each bid, even if the solution does not contain mercury.**

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 February 15, 2023, or as indicated otherwise in a formal Notice to Proceed. Contract period may be extended for an additional year, 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, Chief Plant Operator of the Water Resource Recovery Facility, or Chief Operator of the Water Filtration Plant.
 - 3. Noncompliance with mercury criteria as noted in the Technical Section of this bid specification.

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 an authorized Purchase Order 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 15% sodium hypochlorite trade solution delivered. Unit pricing will remain the same through the term of the contract. No adjustments can be made to the bid price.
- 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 as required by either the Water Resource Recovery Facility or the Water Filtration Plant.
- 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 operations.

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/WATER FILTRATION PLANT

BID SPECIFICATIONS - SODIUM HYPOCHLORITE, CONTRACT #WRRF 2023-01

TECHNICAL

The City Water Resource Recovery Facility will start the disinfection season on May 1 of each year, and end the disinfection season on October 31 of each year, using 15% sodium hypochlorite trade solution. The City may also purchase 15% sodium hypochlorite trade solution throughout the year as it deems necessary for process control at the Water Resource Recovery Facility. The Water Filtration Plant will use 15% sodium hypochlorite trade solution throughout the year.

Delivery time following the setting up of a delivery order must be within four days and this is to be stated on the bid schedule. Bidder shall specify the tank truck quantity to be delivered on the bid schedule. Each individual order will state which site the 15% sodium hypochlorite trade solution is to be delivered to. Delivery will be to the Water Resource Recovery Facility (WRRF), 53 Green Street, Plattsburgh, NY 12901, and / or to the Water Filtration Plant, Route 3, Plattsburgh, NY 12901. Tanker trucks used for delivery are to be clean and dedicated to hauling sodium hypochlorite. Contamination from other materials is not acceptable. Tanks at the WRRF have 2" quick disconnect cam-type male fitting on the fill pipe. All tanks at the WRRF come under the chemical bulk storage I.D. number 5-000023. All tanks at the Water Filtration Plant come under the chemical bulk storage I.D. number 5-000158.

Bidders must specify the unit weight of 15% sodium hypochlorite trade solution in pounds per gallon (lb/gal) on the bid schedule and submit appropriate emergency service phone numbers, technical storage, and handling information and current Safety Data Sheet with NFPA ratings.

The City retains the right to terminate the contract at any time if it is deemed that the 15% sodium hypochlorite trade solution is incompatible with pumping equipment, material, or it does not meet criteria set forth regarding a minimum solution strength or having mercury levels higher than what is listed in this specification (<10 ppb or <10 ng).

Estimated quantity for one (1) year use is:

15% SODIUM HYPOCHLORITE TRADE SOLUTION	
For the Water Resource Recovery Facility	= 119,000 GALLONS
For the Water Filtration Plant	= 26,000 GALLONS
TOTAL MAXIMUM FOR BOTH SITES	= 145,000 GALLONS

Four storage tanks are available at the WRRF to receive shipments of 15% sodium hypochlorite trade solution with working capacities of 2,400 gallons each for tanks #009 and #010, and 4600 gallons for tank #001A, respectively. A new 6500-gallon tank will be put into service in April 2023 to begin receiving deliveries. Two storage tanks are available at the Water Filtration Plant to receive shipments of 15% sodium hypochlorite trade solution with working capacities of 2,000 gallons respectively. Bulk quantity per truck load shipment must

TECHNICAL BID SPECIFICATIONS SODIUM HYPOCHLORITE CONTINUED.,,

be 2,000 gallons minimum and 5,000 gallons maximum. Shipments of Sodium Hypochlorite may be split between both sites in order to complete the delivery of all the contents of the shipment.

Bidders shall specify the quantities of chemical per truck load shipment on the bid schedule.

A total mercury level of 15% sodium hypochlorite trade solution must not exceed <10 ppb or <10 ng due to new NYS DEC regulations. If solution contains mercury, results must be submitted with the bid verifying that the 15% sodium hypochlorite trade solution mercury level does not exceed a maximum concentration of <10 ppb or <10 ng (see section 1.11 b for submission requirements). If solution contains mercury, each truck load must be measured for total mercury and results submitted to the City. If this limit is exceeded, the City retains the right to terminate the contract and solicit new bids.

A letter must be submitted with the bid certifying that the 15% sodium hypochlorite trade solution is manufactured by a process not using mercury. The letter may also certify that the 15% sodium hypochlorite trade solution meets AWWA standards and it meets the ANSI/NSF standard 60 criteria for quality. With either certification, the requirement for testing for mercury will be waived.

The 15% sodium hypochlorite trade solution, must be the minimum of the solution provided. Criteria for minimum requirements for 15% sodium hypochlorite trade solution are as follows:

15% trade solution
150 GPL (grams available chlorine per liter)
13.06 wt.% NaOCL
1.206 specific gravity
<10 ppb mercury content

A certificate of analysis must be submitted with each shipment received. All shipments must provide information showing analytical data confirming that the hypochlorite received was 15% or better in strength. If the supplier delivers material below the required 15% minimum strength, then the City retains the right to terminate the contract and solicit new bids.

Bidder must supply a SDS with the Bid Proposal and the SDS must include NFPA ratings for 15% sodium hypochlorite trade solution. 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 all the hazards, a numerical rating must be given for a NFPA rating. All SDS's submitted must comply with the GHS requirements for information concerning Sodium Hypochlorite being supplied.

CITY OF PLATTSBURGH
WATER RESOURCE RECOVERY FACILITY / WATER FILTRATION PLANT
BID SCHEDULE
CONTRACT #WRRF 2023-01

BID TITLE: 15% Sodium Hypochlorite Trade Solution, Contract #WRRF 2023-01.
BID DUE DATE: 11:00 a.m, Monday, February 6, 2023.

Furnish and deliver FOB Water Resource Recovery Facility, 53 Green Street, or Water Filtration Plant, Route 3, Plattsburgh, New York 12901, the following:

EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE (\$) <u>GAL.</u>	TOTAL (\$)
145,000	GAL	15% LIQUID SODIUM HYPOCHLORITE SOLUTION	_____ - _____	

Gallons per Shipment _____ Maximum _____ Minimum _____
Pounds per Gallon _____
TOTAL (\$)|_____|

ESTIMATED TOTAL PRICE: _____
_____ In Words

DELIVERY CONTACT - Person in charge for setting up deliveries. _____
DELIVERY: _____ Days After Order is Placed
NAME OF FIRM: _____
ADDRESS: _____
TELEPHONE: _____ FAX # _____
EMERGENCY PHONE# _____
E-MAIL Address of Company Contact _____
SIGNATURE OF
AUTHORIZED REPRESENTATIVE _____
PRINTED SIGNATURE _____
TITLE: _____ DATE: _____

ADDENDUM NO. 1 ACKNOWLEDGEMENT _____
ADDENDUM NO. 2 ACKNOWLEDGEMENT _____
ADDENDUM NO. 3 ACKNOWLEDGEMENT _____
ADDENDUM NO. 4 ACKNOWLEDGEMENT _____

- REQUIRED SUBMITTALS:**
1. Non-Collusive Bid Certificate.
 2. Safety Data Sheet with NFPA Ratings- GHS Compliant.
 3. Insurance Acord Form 25.
 4. **Certification letter for mercury or non-mercury solution.**
- OPTIONAL SUBMITTALS**
1. Certification that 15% sodium hypochlorite trade solution meets ANSI/NSF standard 60 ratings for quality and/or it meets AWWA standards (can be met with ADDENDUM #4).

