

CITY OF COHOES

INVITATION TO BID



ITB-01-07-22

Filtration Plant Chemicals

City of Cohoes
Central Purchasing
97 Mohawk Street
Cohoes, NY 12047

NOTICE TO VENDORS
CITY OF COHOES
ITB-01-07-22
Water Filtration Plant Chemicals

The City of Cohoes, New York Central Purchasing Department is requesting sealed bids for the Office of Central Purchasing for: A one (1) year long contract (with the option to renew for two (2) years) to purchase numerous chemicals at unit cost for the City of Cohoes Water Filtration Plant.

The following chemicals are requested at unit cost: Chlorine (bulk), Sodium Permanganate (55 gal drums), Orthophosphate (30 gal drums) and Copper Sulfate – crystal form small to fine (50 lb. bags) and PCH-180.

Suppliers must provide local technical support, minimum 5 days a week delivery, pick up empty drums and be within a 50 miles of Cohoes, NY. Bids accepted from company only – No brokers.

Bulk supplier of Liquid Chlorine must be able to provide up to 2,000 gallons per delivery.

Bids will be received by the Cohoes City Clerk, 97 Mohawk Street, Cohoes, NY, until 9:30 A.M. on February 4, 2022. Bids will be opened publicly and read aloud in the Common Council Chambers, Second Floor of City Hall at 10:00 A.M. on February 4, 2022.

Any bid not received by the Cohoes City Clerk by 9:30 A.M. on February 4, 2022 will not be accepted.

Bid specifications are contained in these bid documents and are available for download from the Capital Region Purchasing Group Internet Web Site at:

<http://www.bidnetdirect.com/new-york>

Bid documents may also be obtained by contacting the Cohoes Treasurer's Office at 97 Mohawk Street, Cohoes, NY, 12047 (518-233-2111) or jbouchard@ci.cohoes.ny.us Bid packages will be e-mailed at no cost.

The City of Cohoes reserves its right to reject any and all Bids, award chemicals individually, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Bids.

Jim Bouchard
Purchasing Agent

SECTION 11: SPECIFICATION CLARIFICATION:

11.1 All inquiries with respect to this INVITATION TO BID must be directed to the City of Cohoes Purchasing Agent as follows:

**Jim Bouchard
Purchasing Agent
City of Cohoes
97 Mohawk Street
Cohoes, NY 12047
Telephone #518-233-2111
FAX # 518-237-0072
E-Mail jbouchard@ci.cohoes.ny.us**

11.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be Issued as Addenda mailed or delivered to all parties recorded as having received the Bid Documents. Questions received less than four (4) days prior to the date of submission of Bids will not be answered. Only questions answered by formal written Addenda will be binding.

11.3 All inquiries with respect to OPERATIONS AND DELIVERIES must be directed to the City of Cohoes Water Filtration Plant Operator as follows:

**Steve Hennessey
Commissioner of Public Works
97 Mohawk St.
Cohoes, NY 12047
Telephone #518-237-4320
E-Mail: shennessey@ci.cohoes.ny.us**

SECTION 12: BID EVALUATION

12.1 Bids shall remain valid until:

- (a) The award of a purchase order by the City of Cohoes; or**
- (b) As otherwise rejected by the City of Cohoes.**

12.2 Bids received will be evaluated by the City of Cohoes and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;**
- (b) Completeness of the bid: and**
- (c) Vendor's demonstrated capabilities and professional qualifications.**

12.3 The City of Cohoes reserves the right to purchase items pursuant to General Municipal Law 104 from the New York State Contracts or New York State Preferred Sources within its discretion.

SECTION 13: MODIFICATION AND WITHDRAWAL OF BIDS:

13.1 Bids may be modified or withdrawn at any time prior to the opening of Bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where Bids are to be submitted.

13.2 If, within twenty-four hours after Bids are opened, any vendor files a duly signed written notice with the City of Cohoes and promptly thereafter demonstrates to the reasonable satisfaction of the City of Cohoes that there was a material and substantial mistake in the preparation of its bid, that vendor may withdraw its bid and the Bid Security will be returned. Thereafter, that vendor will be disqualified from further bidding on the work contemplated by the bid.

SECTION 14: AWARD OF THE BID:

14.1 The apparent Successful Vendor will be issued a Notice of Award.

14.2 No Successful Vendor to whom a contract is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract without the prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract to any other person or corporations, or upon receipt by the City of Cohoes of an attachment against the Successful vendor, the City of Cohoes shall be relieved and discharged from any and all liability and obligation growing out of such contract to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract, except so much as may be required to pay its employees.

SECTION 15: INSURANCE REQUIREMENTS:

15.1 The Successful Vendor will be required to procure and maintain at its own expense the following insurance coverage:

(a) Workers' Compensation Coverage and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

(b) Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile.

(c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

15.2 Each Policy of Insurance shall be of form and content satisfactory to the City of Cohoes Corporation Counsel.

(a) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Cohoes. It shall be automatically renewed upon expiration and continued in force unless the City of Cohoes is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the Successful Vendor has delivered to the City of Cohoes Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the Successful Vendor. If at any time, any of said policies shall expire or become unsatisfactory to the City of Cohoes, the Successful Vendor shall promptly obtain a new policy and submit proof of insurance of the same to the City of Cohoes for approval. Upon failure of the Successful Vendor to furnish, deliver and maintain such insurance as provided above, the contract may at the election of the City of Cohoes, be forthwith declared suspended, discontinued or terminated. Failure of the Successful Vendor to procure and maintain any required insurance, shall not relieve the Successful Vendor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Successful Vendor concerning indemnification.

SECTION 16: INDEMNIFICATION:

16.1 The Successful Vendor shall defend, indemnify and save harmless the City of Cohoes, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Successful Vendor its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 17: REMEDY FOR BREACH

17.1 In the event of a breach by Vendor, Vendor shall pay to the City of Cohoes all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the City of Cohoes to procure a substitute vendor to satisfactorily complete the contract work, together with the City of Cohoes's own costs incurred in procuring a substitute contractor.

SECTION 18: PAYMENT:

18.1 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items not meeting specification.

18.2 All prices shall include freight and will be bid F.O.B. destination.

18.3 The City of Cohoes is not subject to Federal, State or Local Taxes.

SECTION 19: CASH DISCOUNT:

19.1 Cash discounts may be offered by a vendor for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low vendor.

19.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

**CITY OF COHOES
ITB-01-07-22
Office of Central Purchasing
Water Filtration Plant Chemicals**

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Below please find the Estimated Yearly Usage. All chemical listed in gallons (gal) are required in liquid form and pounds (lbs) are required in powder form.

<u>Chemicals</u>	<u>Estimated Yearly Usage</u>
Chlorine (bulk@cfp)	30,000 gal
Sodium permanganate	5,500 gal
Orthophosphate	2,000 gal (30 gal drums)
Cooper Sulfate	N/A
PCH-180	70,000 gal

Chemicals will be purchased on an as needed basis throughout the year. Upon request, all chemicals are to be delivered to the City of Cohoes Water Filtration Plant, 319 Vliet Street, Cohoes, NY 12047.

Special Delivery Instructions

Chlorine (bulk)	1,700 – 2,000 - gals per delivery
PCH-180	4,000 - fill

City of Cohoes Bid Form

BID IDENTIFICATION:

ITB-01-07-22 City of Cohoes Central Purchasing for Water Filtration Plant Chemicals.

THIS BID IS SUBMITTED TO:

**Cohoes City Clerk
97 Mohawk Street
Cohoes, NY 12047**

The undersigned Vendor proposes and agrees, if this bid is accepted, to accept a contract for the goods described in the bid form and deliver said goods within the time indicated in this bid.

Vendor accepts all of the terms and conditions of the Instructions to Vendors, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. Vendor will submit the Contract Security and other documents required by the General Instructions to Vendor within fifteen days after the date of Owner's Notice of Award.

In submitting this Bid, Vendor represents, as more fully set forth in this Bid, that:

(a) Vendor has examined copies of all the Bid Documents and of the following addenda: (if none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Vendors and the Instructions to Vendors;

(b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Vendor has not directly or indirectly induced or solicited any other Vendor to submit a false or sham Bid; Vendor has not solicited or induced any person, firm or corporation to refrain from bidding; and Vendor has not sought by collusion to obtain for himself any advantage over any other Vendor or over the owner.

(c) Vendor will deliver the goods for the following price(s): (Attach Bid Proposal)

(d) Vendor agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.

(e) The following documents are attached to and made a condition of this Bid:

- (1) Non-Collusion Form**
- (2) Acknowledgment by Vendor**

(f) Communication concerning this Bid shall be addressed to:

**Steve Hennessey
Commissioner of Public Works
97 Mohawk Street
Cohoes, NY 12047
E-Mail: shennessey@ci.cohoes.ny.us**

(g) Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

**CITY OF COHOES
 BID PROPOSAL
 ITB-01-07-22**

Water Filtration Plant Chemicals

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Below please indicate which chemicals are offered by the bidding company and the unit cost. Any chemical listed in gallons (gal) is required in liquid form and pounds (lbs) is required in powder form.

<u>Chemicals</u>	<u>Offered</u>	<u>Unit Cost</u>
Chlorine (bulk)	Yes _____ No _____	_____ /gal
Sodium Permanganate (55 gal drum)	Yes _____ No _____	_____ /gal
Orthophosphate (30 gal drum)	Yes _____ No _____	_____ /gal
Copper Sulfate (crystal)	Yes _____ No _____	_____ /lbs.
PCH-180	Yes _____ No _____	_____ /gal

****Any additional cost (ex. Deposit) w/ explanation**

****Delivery Cost** _____

Each of the above chemicals constitutes a separate bid for an individual contract. Bidders may bid on any or all of the above chemicals.

The City will award a separate contract for the each of the above chemicals based on the base bid for each of the above items. Each bid will be considered separately, resulting in separate contracts for each number

Chemicals will be purchased on an as needed basis throughout the year. Upon request, all chemicals are to be delivered to the City of Cohoes Water Filtration Plant, 319 Vliet Street, Cohoes, NY 12047.

Please make this the top page of your bid.

Company Name

Street Address

City, State, Zip

Telephone Number

Fax Number

E-Mail Address

Date _____

Signature and Title

CITY OF COHOES
NON-COLLUSIVE QUOTE CERTIFICATION

A. By submission of this quote each vendor, and each person signing on behalf of any vendor certifies, and in the case of a joint quote, each party thereto certifies as to it's own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this quote have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
2. Unless otherwise required by law, the prices which have been provided in this quote have not been knowingly been disclosed by the vendor and will not knowingly be disclosed by the vendor prior to quote opening, directly or indirectly to any other vendor or to any competitor, and
3. No attempt has been made or will be made by the vendor to induce any other person, partnership or corporation to submit or not submit a quote for the purpose of restricting competition.

B. A quote shall not be considered for award nor shall any award be made where (A) (1) (2) and (3) above have not been completed with: provided however that if in any case the vendor cannot make the foregoing certification, the vendor shall so state and shall furnish with the quote a signed statement which sets forth in detail the reasons therefore. Where in (1) (2) and (3) above have not been complied with, the quote shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the quote is made, of his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the vendor (A) has published price lists, rates of tariffs governing items being procured, (B) has informed prospective customers or proposed or pending publication of new or reviewed price lists for such items or (C) has sold the same items to other customers at the same prices being quoted, does not constitute without more, a disclosure within the meaning of subparagraph one (1).

Any quote made hereafter to any political subdivision of the state of any public department, agency or official thereof by a corporate vendor for work or services formed or to be performed or goods sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such quote certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the vendor, and such authorization shall be deemed to include the signing and submission of the quote and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

NAME OF FIRM _____

SIGNED BY: _____ TITLE: _____ DATE: _____

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