

City Of Oneida

Invitation for Bids

POTASSIUM PERMANGANATE

CONTRACT YEAR 2023

OPTION YEAR 2024

FOR

City of Oneida, New York
Wastewater Treatment Plant
Oneida, New York

BID OPENING: Wednesday, April 12th, 2023 @ 11:00 am

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INVITATION TO BID

Pursuant to a Common Council resolution dated **November 1, 2022** the City of Oneida, New York requests bids for the purchase of Potassium Permanganate to be delivered as required to the City of Oneida Wastewater Treatment Plant [WWTP], Harden Street, Oneida, New York during the period from **May 1, 2023 through December 31, 2023**.

The City of Oneida reserves the right to the offer a contract extension under the same terms and conditions for a one (1) year period from the date of expiration provided such extension is mutually agreeable to both the City and the Supplier.

The proposed potassium permanganate product must conform to the specifications prepared by the City Engineer.

Bids shall be mailed or delivered in a sealed envelope that shall be labeled "Bid for Potassium Permanganate", and must be received by the City of Oneida Purchasing Agent, 109 N. Main Street, Oneida, New York 13421-1627 not later than Wednesday, **April 12, 2023 at 11:00 am** at which time they will be opened and read aloud.

The bid documents can be obtained from the Office of the Oneida City Engineer, 109 North Main Street, Oneida, New York, 13421-1627 at no cost. The bid documents may also be found on the City of Oneida's web site at www.oneidacityny.gov.

Each bid must be accompanied by cash, certified check, or bid bond in an amount not less than five percent (5%) of the bid amount and subject to the conditions provided in the Information for Bidders.

The City of Oneida is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials, equipment and supplies sold to the owner pursuant to this contract. These taxes are not to be included in the bid.

The City of Oneida reserves the right to revise or amend the specifications prior to the date set for opening of bids. Such revisions and amendments, if any, will be announced by addenda to this advertisement.

This Invitation to Bid is also considered a part of the specifications and shall be complied with in all respects. The Common Council of the City of Oneida reserves the right to reject any or all bids not in the best interest of the City.

Lee Ann Wells
Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received by the Purchasing Agent, Oneida City Hall, 109 N. Main Street City of Oneida, New York 13421-1627, in accordance with the published Invitation for Bids.
2. The sealed bids, subject to the conditions contained herein, will then be publicly opened and read aloud. **THIS BID PACKAGE MUST BE RETURNED INTACT WITH THE BID AND REQUIRED SUPPORTING DOCUMENTS ENCLOSED/ATTACHED.**
3. Quantities included in the bid are based on projected usage and allows for a unit price to be established. The City shall be allowed to purchase more or less of the bid quantity over the Contract period at the unit price established in this Bid.
4. The supplier agrees to make no claim for damages for delay occasioned by an act of omission by the City of Oneida, New York.
5. All delivery charges must be included in the bid price.
6. Any material delivered by the supplier which is not in accordance with the specifications or is otherwise unsatisfactory, in the opinion of the City Engineer, or his designated representative, may be retained and if necessary, used, until it is replaced with satisfactory material.
7. Except for causes not in the control of the vendor, no request for postponement of the delivery, or completion, shall be considered; any initiative in such respect being reserved for the City of Oneida.
8. Each bid must be accompanied by cash, certified check or bid bond in an amount not less than five percent (5%) of the bid amount. This cash, certified check or bid bond will be forfeited to the City of Oneida if after an award is made, that supplier fails to execute a contract within 10 calendar days after Notice of Award. Further, in lieu of a performance bond requirement, after a contract has been executed, this cash, certified check or bid bond will be retained by the City of Oneida to ensure faithful performance of the contract and will be promptly returned upon expiration of the contract.
9. The City is not subject to New York State sales tax. The City will provide an exemption certificate when required.
10. All deliveries and installations must be completed by the date specified; if a date is specified in the specifications.
11. The City reserves the right to make such investigations as deemed necessary to determine the capability of any bidder to comply with the terms set forth herein, and all bidders shall furnish to the City such information and data for this purpose as may be requested, including, but not limited to, the name and address of the manufacturer of the material being proffered. The City reserves the right to reject any bid if the evidence submitted by, or the investigation of, any bidder reveals that said bidder is not qualified to carry out the obligations of the bid or to complete deliveries contemplated therein.

12. The City reserves the right to consider informal bids not prepared and submitted in accordance with the provisions of these specifications, or to waive informalities in any bid received. The City also reserves the right to reject any and all bids as the best interest of the City may require.
13. A successful bidder upon his failure or refusal to execute a Performance Bond, if required, within five days after he has been notified of the acceptance of his/her bid, shall forfeit to the City as liquidated damages for such failure or refusal, any security deposited with his/her bid.
14. No bidder may withdraw his/her bid until forty-five days after the bids are opened, but may withdraw it at any time prior to the scheduled closing time for the reception of bids.
15. In submitting this bid, the bidder declares that he or she is, or they are, the only person or persons interested in said bid, that it is made without any connection with any person or persons making another bid for the same materials; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City or any person in the employ of the City is directly or indirectly interested in said bid or in any portion of the profits thereof.
16. The supplier or bidder to whom a contract is awarded may not assign, transfer, convey, sublet, or otherwise disposing of the same; or his right, title or interest therein, or his/her power to execute such contract to any other person or corporation, except as provided in Section 109, General Municipal Law.
17. No bid for materials, supplies, equipment or services may be accepted from, or a contract awarded to, any person or company that is in arrears in the payment of real estate taxes to the City of Oneida, or is in arrears in the payment of any debt owed to the City of Oneida, or has defaulted as surety or otherwise any contractual obligation to the City of Oneida, or that may be otherwise disqualified under any act or resolution of the City of Oneida Common Council consistent with the City's Charter or Code.
18. Bid must be accompanied with a Certificate of Compliance which demonstrates that if awarded a contract that the potassium permanganate supplied will meet the Technical Specifications contained in this bid document.
19. Questions regarding any aspect of this bid document shall be submitted by e-mail only to: Jeffrey A. Rowe, PE, City Engineer at jrowe@oneidacityny.gov.

BIDDER'S CHECK LIST

BID FOR POTASSIUM PERMANGANATE

<input type="checkbox"/>	THE ENTIRE BID PACKAGE IS RETURNED
<input type="checkbox"/>	Bid Proposal Form Complete
<input type="checkbox"/>	Non-Collusive Bidding Certification Complete
<input type="checkbox"/>	Bid Security - 5% [cash, certified check, bid bond] of the <u>Total</u> bid amount, attached
<input type="checkbox"/>	Affidavit of Compliance, attached
<input type="checkbox"/>	Material Safety Data Sheet [MSDS], attached

BID PROPOSAL – Potassium Permanganate	
TOTAL BID QUANTITY	20 Each, 330 lbs Chemical Drums, Delivery Included
ENTER CHEMICAL NAME OF ITEM BEING BID	
ENTER COMMERCIAL NAME OF ITEM BEING BID	
UNIT PRICE PER DRUM [330 lbs, Delivery Included]	\$ _____ . _____ Per Drum [Dollars] [Cents]
ITEM BID PRICE – Potassium Permanganate [unit price/Drum x 20 Drums]	\$ _____ . _____ [Dollars] [Cents] _____ [Words]
TOTAL BID PRICE – Potassium Permanganate	\$ _____ . _____ [Dollars] [Cents] _____ [Words]
<div style="text-align: center;"> <hr/> Signature of Person Submitting Bid </div> <div style="text-align: center;"> <hr/> Printed Name of Person Submitting Bid </div> <div style="text-align: center;"> <hr/> Title </div>	
Name of Company	
Business Address	
Phone Number:	
Fax Number:	
Contact Person:	
e-mail address for Contact Person:	

**NON-COLLUSIVE BIDDING CERTIFICATION
(General Municipal Law Section 103-D)**

The following section is an excerpt from General Municipal Law 103-D.

- A. By submission of this bid, each Bidder, and each person signing on behalf of the Bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury that to the best of their knowledge and belief:
1. The prices in this bid, 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 bidder or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A Bid shall not be considered for award, nor shall any award be made where paragraphs A1, A2, and A3 above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where paragraphs A1, A2, and A3 above have not been complied with, the bid shall not be considered for an award nor shall an award be made unless the Purchasing unit of the political subdivision, public department, agency or official determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that a Bidder [a] has published price lists, rates, or tariffs covering items being procured, [b] has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or [c] has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning or subparagraph A1.
- D. Any Bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate Bidder for work or service performed, to be performed or goods sold or to be sold, where the competitive bidding is required by statute, rule regulation, or local law, and where such bid contains the certification referred to in subdivision A of this section, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing of the certification as non-collusion as the act and deed of the corporation.
- E. This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provisions of Section 103-D of General Municipal Law. The foregoing statement is affirmed as true under penalty of perjury.

(Corporate Seal, if any):

If no seal write-
"No Seal" across this
place and sign

_____ [name of company]

By: _____
[signature]

[printed name]

DATE: _____

[Title]

(This Form Must Be Completed Prior To The Submission Of The Bid)

GENERAL SPECIFICATIONS

1.0 Term of the Contract

- 1.1 Potassium Permanganate shall be shipped to the City of Oneida Wastewater Treatment Plant, 387 Harden Street, Oneida, New York 13421 when called beginning **May 1, 2023 through December 31, 2023**.
- 1.2 At the option of the City of Oneida, a one [1] year extension of this contract under the terms and conditions may be offered thru **December 31, 2024**.

2.0 Orders & Deliveries

- 2.1 The successful bidder shall arrange to deliver in quantities as ordered. Orders shall be for placed in units of 330 lb drums. A minimum order is four (4) drums. Delivery to the wastewater treatment plant shall be made within 72 hours after telephonic placement of the order. Deliveries will be accepted between the hours of 7:00 AM and 2:00 PM, Monday through Saturday, holidays included.
- 2.2 All totes must be shipped directly from the manufacturer to insure product consistency and freshness. The unit price bid per drum shall include all shipping costs to the:

City of Oneida Wastewater Treatment Plant
387 Harden Street
Oneida, New York 13421.

- 2.3 A product material Safety Data Sheet [MSDS] and/or detailed safe handling instructions; including information pertaining to spill clean-up shall accompany EVERY delivery.

3.0 Delivery Receiving Point Pre-Bid Inspection

The successful bidder thru its shipper is responsible for offloading potassium permanganate onto City's loading dock. If requested City will make available a hand truck and manpower to assist in the offloading process. A pre-bid site visit to inspect the City's loading dock can be made Monday thru Friday between 8:00AM & 2:00PM upon request made 24 hours in advance by e-mail to:

Jesse Doty
Chief Operator
jdoty@oneidacityny.gov

Jeffrey A. Rowe, P.E.
with a "cc" to City Engineer
jrowe@oneidacityny.gov

- 4.0 See the Bidder's Checklist on Page 5 for a listing of all documentation which must accompany a bid.

- 5.0 The quantities stated in the Bid Sheet are approximate. The City of Oneida shall have the

right to increase or decrease the amount without adjustment to, or renegotiation of, the bid price. All product specification claims must be supported by analytical reports or other certified means. Except in the case of case of bidder\supplier non-performance, the City of Oneida shall not be permitted to procure potassium permanganate from another supplier.

- 6.0 The City of Oneida is exempt from all Federal and State taxes. Federal and State taxes shall not to be included in the bid price.

TECHNICAL SPECIFICATIONS – Potassium Permanganate

FORMULA: KMnO4

FORMULA WEIGHT: 158.0 g/mol

FORM: Granular Crystalline

SPECIFIC GRAVITY:

Solid 2.703 g/cm³

3% Solution 1.020 g/mL by weight, 20 degrees C/4 degrees C

BULK DENSITY: Approximately 100 lb/ft³

PARTICLE SIZE:

20% maximum retained on #425 micron

7% maximum through #75 micron

STANDARDS:

Certified by the National Sanitation Foundation (NSF) to NSF/ANSI
Standard 60: Drinking Water Treatment Chemicals – Health Effects
AWWA Standard B603

MATERIALS SAFETY

DATA SHEET:

A current material safety data sheet must be submitted with the bid
package.

SHIPPING CONTAINERS:

150 kg drum (330.75 lb.) net, made of 22 gauge steel

ATTACH
BID
SECURITY
HERE

ATTACH
TECHNICAL SPECIFICATIONS
AFFIDAVIT OF COMPLIANCE
HERE

NOTE 1: Sufficient documentation [i.e. brochures, catalogue cuts, laboratory analysis, other] must be attached here to show that the material being offered meets the technical specifications prescribed in this bid document.

ATTACH
MATERIAL SAFETY DATA SHEET
HERE

[Required for all bids]

CONTRACT SIGNATURE PAGE
[Completed after contract award]

This entire document including all attachments constitutes the contract.

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands and seals and have executed this Contract.

[Company]

BY: _____
[Signature]

[Printed Name]

[Title]

CITY OF ONEIDA, NEW YORK

BY: _____
[Signature]

MAYOR

=====

STATE OF _____ :
COUNTY OF _____ : ss.:

On this _____ day of _____, 2023, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and he acknowledges to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

STATE OF NEW YORK :
COUNTY OF MADISON : ss.:

On this _____ day of _____, 2023, before me personally came Mayor of the City of Oneida, to me personally known and known to me to be the same person who executed the foregoing Contract as such official, and that said Mayor duly acknowledged to me that he executed the same pursuant to the power and authority vested in him by THE CITY OF ONEIDA COMMON COUNCIL and that said signature is so affixed pursuant to authority vested in him.

Notary Public