

City Of Oneida

Invitation for Bids

LIQUID IRON SALTS

CONTRACT YEAR 2026

OPTION YEAR 2027

FOR

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

BID OPENING: Tuesday, December 9, 2025, at 11:00 AM

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INVITATION TO BID

Pursuant to a Common Council resolution dated **November 18, 2025**, the City of Oneida, New York requests bids for the purchase of 125,000 gallons of Liquid Iron Salts (examples include: ferric sulfate, ferric chloride, ferrous chloride) to be delivered as required to the City of Oneida Wastewater Treatment Plant, Harden Street, Oneida, New York during the period from **January 1, 2026 through December 31, 2026**.

A contract resulting from this invitation for bids may be extended for a period of one year under the same terms and conditions IF such an extension is mutually agreeable to both parties to the contract.

The City of Oneida reserves the right to 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 Contractor.

The material upon which the bidders submit proposals must conform to the specifications prepared by the City Engineer, which may be obtained from the Office of City Engineer.

Bids are to be sealed and marked on the envelope "Bid on Liquid Iron Salts". Bids must be delivered to City of Oneida, New York, ATTN: Purchasing Agent, 109 N. Main Street, Oneida, New York 13421-1627 and must be received not later than **Tuesday December 9, 2025, at 11:00 AM** at which time they will be opened and read aloud.

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 State of New York sales tax or Federal tax on material[s], equipment and/or supplies sold to the owner pursuant to this contract. Such taxes must not 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 amendments, if any, will be announced by addenda to this bid document.

This Invitation to Bid is 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.

Jessica Kaiser
Purchasing Agent

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received by the City of Oneida Purchasing Agent, 109 N. Main Street, Oneida, New York 13421, 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 & SUPPORTING DOCUMENTS ENCLOSED\ATTACHED.**
3. Damages for delay - This clause will be inserted in the contract with the supplier:
"The supplier agrees to make no claim for damages for delay occasioned by an act of omission by the City of Oneida, New York."
4. All delivery charges must be included in the bid price.
5. No combination bid on any units will be accepted and each unit must be bid separately.
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 of Oneida is exempt from the payment of State of New York sales tax or Federal tax. The City will sign 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 ability of the bidder to perform the work, and the bidder 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 articles or materials[s] quoted. The city reserves the right to reject any bid if the evidence submitted by/or the investigation of such bidder is not properly qualified to carry out the obligations of the bid or to complete deliveries contemplated therein.
12. The City reserves the right to consider informally a bid 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. 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.
14. Alternate proposed items shall fulfill the requirements of the basic specifications in function, type, materials, construction, color and finish. If the bid differs from the specifications; brochures, catalogue cuts, technical specifications must be submitted with the bid that clearly demonstrates that the material being proffered is equal or better than that specified in this bid document.
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 material[s]; 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 shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting 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 payment debt owed to the City of Oneida, or has previously defaulted as surety or any contractual obligation to the City of Oneida, or who may be otherwise disqualified under any act of the legislature consistent with the Charter of Code.
18. A contract resulting from this invitation for bids may be extended for a period of one year under the same terms and conditions IF such an extension is mutually agreeable to both parties to the contract.

DETERMINING THE LOWEST RESPONSIBLE BIDDER

1. The Contract award will be made to the bidder submitting the lowest unit price per gallon meeting the specification.

BIDDER=S CHECK LIST

BID FOR LIQUID IRON SALTS

☐	THE ENTIRE BID PACKAGE IS RETURNED
☐	Bid Proposal Form Completed - Page 6
☐	Physical Characteristics of Material Being Bid Information Form Completed - Page 7
☐	Pounds of Iron per Gallon Derivation Calculations Completed - Page 8
☐	Non-Collusive Bidding Certification Complete, Page 9
☐	Bid Security - 5% [cash, certified check, bid bond] of the <u>Total</u> bid amount, attached, Page 12
☐	Affidavit of Compliance, attached, Page 13
☐	Technical specifications compliance certificates, attached [Pounds of iron per gallon, Iron concentration range, Specific gravity range], Page 14
☐	Heavy Metals Concentration Laboratory Analysis, attached, Page 15
☐	Material Safety Data Sheet [MSDS], attached, Page 16

PHYSICAL CHARACTERISTICS OF MATERIAL BEING BID INFORMATION FROM

Product Name _____

Chemical Symbol _____

Percentage of Dry Product in Solution BY weight _____ %
(must submit certification for this parameter)

Iron concentration by weight _____ %
(must submit certification for this parameter)

Specific Gravity at above stated percentage _____
(must submit certification for this parameter)

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 and Submitted with the Bid)

GENERAL SPECIFICATIONS

Liquid Iron Salts shall be shipped by tanker to the City of Oneida Wastewater Treatment Plant, 387 Harden Street, Oneida, New York 13421 when called beginning **January 1, 2026, following the date which contract is executed.**

The successful bidder shall arrange to deliver in quantities as ordered. Orders shall be for a minimum of 4,000 gallons per delivery. 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 3:30 PM, Monday through Saturday, holidays included.

The liquid iron salts shall comply with all applicable requirements of the US Environmental Protection Agency (EPA), New York Department of Environmental Conservation (DEC) and the American Water Works Association. The vendor must affix an Affidavit of Compliance with the aforementioned standards with on page 13 of this bid package.

The unit price bid per gallons of Liquid Iron Salts shall include all shipping costs to the:

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

The supplier thru its shipper is responsible for making proper connections to the City's piping system and shall satisfy itself that this requirement can be met prior to submitting a bid. A site visit to inspect the City's piping system and connection point 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

The supplier thru its shipper is responsible for supplying necessary tanker pumping systems. Said pumping systems must be integral with the tanker and include spill containment and protection devices. The bidder is responsible for ensuring its shipper's tankers carry all necessary spill cleanup material. If a spill should occur the supplier is responsible for restoring City property to a suitable condition, as well as responding to any orders to correct environmental damage that may be issued by an agency having competent jurisdiction.

The quantities stated in the Invitation for Bids are approximate. The City of Oneida retains the privilege 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.**

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

For further details regarding any aspect of this bid document, contact Jeffrey A. Rowe, P.E., City Engineer by e-mail only at jrowe@oneidacityny.gov.

TECHNICAL SPECIFICATIONS

IRON CONTENT	Minimum of 0.9 lbs of iron per gallon (must submit certification).
IRON CONCENTRATION RANGE	5-15 % Iron (must submit certification for this parameter).
FILTRATION	Delivered Liquid Iron Salt shall have been filtered through a 300 micron mesh. Bidder shall include in the bid the filtering procedure.
CRYSTALLIZATION	No crystallization to -20 degrees F (must submit certification for this parameter).
HEAVY METALS CONCENTRATION	The concentration of heavy metals in the delivered product must not interfere with the biological processes and/or sludge disposal options. <u>Bidder must supply certified laboratory analysis showing heavy metals concentration of the proposed product.</u>
MATERIAL SAFETY DATA SHEET	A current material safety data sheet must be submitted with the bid package.

ATTACH
BID
SECURITY
HERE

ATTACH

AFFIDAVIT OF COMPLIANCE

US ENVIRONMENTAL PROTECTION AGENCY (EPA)

NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL
CONSERVATION

AMERICAN WATER WORKS ASSOCIATION

HERE

ATTACH
TECHNICAL SPECIFICATIONS
COMPLIANCE
CERTIFICATES
HERE THAT
DEMONSTRATED
COMPLIANCE
WITH
BID SPECIFICATIONS

Pounds of Iron per gallon
[must agree with result on Page 8]

Iron Concentration Range

Specific Gravity Range

Crystallization

ATTACH
HEAVY METALS CONCENTRATION
LABORATORY ANALYSIS
HERE

ATTACH
MATERIAL SAFETY DATA SHEET
[MSDS]
HERE

CONTRACT SIGNATORIES
[Completed after Contract Award]

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: _____
Mayor Richard Rossi

=====

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STATE OF _____ :
COUNTY OF _____ : ss.:

On this _____ day of _____, 2025, 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 _____, 2025, 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 _____ 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