

**SUPPLY AND DELIVER
HYPOCHLORITE SOLUTION
(12.5% STRENGTH)
FOR
PLANT EFFLUENT DISINFECTION
AT
CITY OF BEACON WASTEWATER TREATMENT FACILITY**

Contract Documents

**CITY OF BEACON
DUTCHESS COUNTY, NEW YORK**

**COB Bid No. 2025-008
COB Contract No. 2025-**

Contractor's Signature

Date

**Consulting Engineers
Lanc & Tully
Engineering and Surveying, P.C.
P.O. Box 687
Goshen, NY 10924**



March 2025

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ADVERTISEMENT FOR BIDS

**Supply and Deliver Hypochlorite Solution (12.5% Strength)
For
Plant Effluent Disinfection
At
City of Beacon Wastewater Treatment Facility
City of Beacon, Dutchess County, New York**

Separate sealed bids will be received by the City of Beacon in City Hall at One Municipal Plaza, Beacon, New York, until 10:00 a.m. on April 10, 2025 and then at said office publicly opened and read aloud. Bids are requested for:

**Supply and Deliver Hypochlorite Solution (12.5% Strength)
For
Plant Effluent Disinfection
At
City of Beacon Wastewater Treatment Facility
City of Beacon, Dutchess County, New York**

Documents may be obtained via electronic means from: Proposals and Bid Notices – City of Beacon (beaconny.gov), Bidnet, NYS Contract Reporter. Paper Copies of the Contract Documents may be obtained at Lanc & Tully Engineering and Surveying, P.C., 3132 Route 207, Campbell Hall, NY 10916. Phone (845) 294-3700, between the hours of 9:00 am and 3:00 pm, starting on March 27, 2025. Persons shall leave name, correct mailing address, phone, fax and email address, along with a \$10.00 deposit for each set of documents. The deposit shall be in the form of check or money order ONLY, for each set and shall be drawn payable to the City of Beacon. Addenda, if any, will be issued only to those persons whose name and address are on the record as having obtained the contract documents.

The City of Beacon reserves the right to waive what it deems to be informalities relating to a specific bid, to waive what it deems to be technical defects, irregularities and omissions relating to a specific bid, to reject any or all bids, to request additional information from any Bidder, to re-advertise for new bids or to accept the whole or part of any bid which in the opinion of the City Council of the City of Beacon is in the best interest of the City of Beacon. The City of Beacon will not discriminate against bidders because of race, creed, color, national origin, sex, age, disability, or marital status.

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The City of Beacon, Dutchess County, New York (herein, called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Envelopes containing the bids must be sealed, addressed to: City of Beacon, City Hall, One Municipal Plaza, Beacon, New York 12508 and designated as **Supply and Delivery of Hypochlorite Solution for Plant Effluent Disinfection At City of Beacon Wastewater Treatment Facility** must be actually received not later than the time and the date specified in the Advertisement for Bids.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed in ink or by typewriter. In addition to the prescribed for, each bid must be accompanied by the following:

1. Information Sheet
2. Conflict of Interest Statement
3. Statement of Bidders Qualifications
4. Non-Collusive Bidding Certificate

Each envelope containing a bid must bear on the outside the name and address of the bidder, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

The Contractor shall not include in the bid any sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials which are to be incorporated in the work. The City has a tax exemption number and forms which will be made available to the successful bidder to the extent permitted under the present applicable statutes.

No bids will be accepted unless the Non-Collusive Bidding Certificate provided in these specifications is properly executed and submitted with the bid, as required by the General Municipal Law.

3. TIME OF COMPLETION

Bidder must agree to supply and deliver Hypochlorite Solution no later than 5 calendar days after the date of signing the Contract or as requested by the Owner on an as needed basis for the duration specified in the Contract.

4. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written in full.

DATE: _____

BID NAME: _____

INFORMATION SHEET

NAME OF BIDDER: _____

ADDRESS: _____

TYPE OF ENTITY: Corp _____ Partnership _____ Individual _____

If a non-publicly owned Corporation:

NAME OF CORPORATION: _____

List Principal Stockholders, holding over 5% of outstanding shares:

LIST OFFICERS: _____

LIST DIRECTORS: _____

DATE OF ORGANIZATION: _____

If partnership:

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

If the business is conducted under an assumed name, a copy of the Certificate required to be filed under the New York General Business Law must be attached.

**CITY OF BEACON
CONFLICT OF INTEREST STATEMENT**

VENDOR'S NAME: _____

SIGNATURE REQUIRED: _____

Print Name

DATE: _____

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the Board of Directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Purchasing Agent.

"The submission of this constitutes a certification that no City Officer has any interest therein. (Note: In the event that any City Official has any such interest, the full nature thereof should be disclosed below.)"

STATEMENT OF BIDDERS QUALIFICATIONS

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Answer all questions in a clear and comprehensive manner. This form must be completed in full and sealed (if corporation) or signed by all partners. The bidder may submit any additional information he/she desires.

NOTE: THIS STATEMENT MUST BE NOTARIZED.

SUBMITTED BY:

Name of Bidder: _____

Federal Identification Number: _____

Permanent Principal Office Address:

Corporation ___ Partnership ___ Individual ___ Joint Venture
Other

1. Date When Firm Organized:
2. State of incorporation:
3. How many years has your organization been engaged in contracting under your present firm or trade name?
4. Have you ever failed to complete any work awarded to you? If so, note when, where, and why:
5. Has any office or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? _____ If so, state circumstances:

6. List name of projects, owners, where your organization has supplied equipment, material and chemical similar in scope and scale to this project in the last five years:

State of New York Name of Bidder:

County of () Date:

On this _____ day of _____, 202__ before me came

_____ to me known to be the individual(s)

described in and who executed the foregoing instrument and acknowledged

that he/she executed the same.

Notary Public

County

NON-COLLUSIVE BIDDING CERTIFICATION
(General Municipal Law 103-d)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief

1. The prices in this bid have been arrived at independently without collusion, consultation, communications, 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 this 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 a bid for the purposes of restricting competition.

The foregoing statement has been read and subscribed by the undersigned bidder and is hereby affirmed as true under the penalties of perjury.

Company Name

Name & Title

[Seal]

Signature

Address

City & State

Telephone Number/Facsimile Number

Federal ID Number

Date

BID FORM - *continued*

- 5. BIDDER agrees to Supply and delivery the product (Hypochlorite Solution, (12.5% strength) complete in accordance with the Contract Documents for a period of three years indicated in the Agreement. The material shall be delivered by tanker truck.

- 6. The following documents are attached to and made a Condition of this Bid:
 - A. Non-Collusion Bidding Certification
 - B. Information Sheet
 - C. Conflict of Interest Statement
 - D. Statement of Bidder's Qualifications

7. Communications concerning this Bid shall be addressed to the BIDDER at the following address:

8. The Bidder shall provide pricing in terms of price per gallon of solution delivered. All charges, including freight, shall be included in the per gallon bid price.

The price shall be valid for delivery quantities of 750 gallons to 3,000 gallons per shipment for three (3) years from the date of contract on an as needed basis.

Based on past consumption records, the City's expected to consume 27,000 gallons of material per year.

Price per gallon of Hypochlorite Solution (12.5% Strength): _____

Price per gallon in words: _____

AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 2025 by and between City of Beacon acting herein through its City Administrator, hereinafter called "OWNER" and SURPASS Chemical Company, Inc., an individual, doing business as a partnership, a corporation of the City of Albany, County of Albany, State of New York, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to: Supply and deliver Hypochlorite Solution (12.5% strength) for plant effluent disinfection at the **City of Beacon Wastewater Treatment Facility** hereinafter called the project, for the price per gallon \$_____ for three (3) years from the date of contract, first load delivered shall be a minimum of 1,000 gallons, and all extra work in connection therewith, under the terms as stated in the Contract document and at his (its or their) own proper cost and expense to furnish all the materials, supplies, equipment, tools, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, printed or written explanatory matter thereof and contract documents therefore as prepared by Lanc & Tully Engineering and Surveying, P.C., herein after called "ENGINEER", all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR hereby agrees to supply and deliver Hypochlorite Solution (12.5% strength) under this contract within 5 calendar days and/or upon request by the Owner.

OWNER agrees to pay the *CONTRACTOR* in current funds for the performance of the contract, subject to additions and deductions, within thirty (30) days of delivery of chemicals or invoice, whichever is later.

The *CONTRACTOR* agrees that the *OWNER* has a right to terminate this agreement any time if the product (chemical) delivered does not perform satisfactorily. The *CONTRACTOR* shall remove all unused material within ten (10) days from written notice by the *OWNER* and refunding the cost of unused material within thirty (30) days.

The *CONTRACTOR* further agrees that the *OWNER* has a right to terminate this Agreement any time after one year without any reason upon serving 30 days written notice to the *CONTRACTOR*.

The Contractor further agrees that indemnify and hold harmless the Owner (City of Beacon) and its Officers, agents, employees, or any other interested party from any and all liability, including costs and expenses, associated with any product license or patent infringement resulting from the supply and application of the supplier's material.

AGREEMENT - *continued*

The Contractor shall be responsible for all Tier II reporting, as required.

The Contractor further agrees that he shall be responsible for the safe, clean delivery of the material into the existing storage tank(s) and shall be responsible for any damage to the storage tank and feed system that is directly attributable to product quality or improper delivery practices. He shall provide prompt clean-up of any spills made during delivery.

This agreement shall be construed and enforced in accordance with the laws of the State of New York.

CONTRACTOR agrees:

- A. To hereby voluntarily and irrevocably submit himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the Contract.
- B. Any litigation brought by the *CONTRACTOR* based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the Owner is located, trial to be without jury.
- C. Any legal process or notice connected with any litigation may be served on the *CONTRACTOR* by U.S. registered mail, postage prepaid, addressed to the *CONTRACTOR* at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the *CONTRACTOR* or at the *CONTRACTOR'S* last known address, and that service in such manner shall constitute good and valid service of process upon the *CONTRACTOR*.
- D. The *CONTRACTOR* hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- E. This contract shall be presented in court as conclusive evidence of the foregoing agreement.
- F. The *CONTRACTOR* agrees that he/she/it will indemnify and save the *OWNER* harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of chemical, supplies, incurred in the furtherance of the performance of this contract. The *CONTRACTOR* must, at the *OWNER'S* request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the *CONTRACTOR* fails to do so, then the *OWNER* may, after having served written notice on the *CONTRACTOR*, either pay unpaid bills, of which the *OWNER* has written notice, direct, or withhold from the *CONTRACTOR'S* unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the *CONTRACTOR* shall be resumed in accordance with the terms of this Contract. In no event shall this be construed to impose any obligation upon the *OWNER* to the *CONTRACTOR*.

G. The *CONTRACTOR* shall indemnify and hold harmless the *OWNER* (City of Beacon) and its Officers, agents, employees, or any other interested party from any and all liability, including costs and expenses, associated with any product license or patent infringement resulting from the supply and application of the supplier's material.

The Contractor agrees to indemnify and save the Owner, its officers, agents and employees harmless from any liability imposed upon the Owner, its officers, agents and/or employees arising from the negligence, active or passive, or the Contract.

In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or his/her/its right, title or interest in this agreement, or his/her/its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Owner.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

BY: _____

(Contractor)

[Seal]

ATTEST:

BY: _____

(City Administrator, City of Beacon)

[Seal]