

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY WATER PURIFICATION DISTRICT



**RFB #2020-120
HYDROGEN SULFIDE / ODOR CONTROL OXIDANT**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: HYDROGEN SULFIDE / ODOR CONTROL OXIDANT
RFB NUMBER: 2020-120

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFB.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid, please indicate if you plan to attend:

☐ **Yes** / ☐ **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: _____ Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-BIDDER RESPONSE

RFB #2020-120

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements are too restricting.
- ☐ Bond requirements are too restricting.
- ☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2020-120

Sealed Bids for Hydrogen Sulfide / Odor Control Oxidant requested by Albany County Water Purification District will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, November 19, 2020.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, November 5, 2020**.

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
October 29, 2020

PUBLISH ONE DAY – THURSDAY, November 5, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – THURSDAY, November 5, 2020-- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **HYDROGEN SULFIDE / ODOR CONTROL OXIDANT**
- 1.2 Requesting Department: **ALBANY COUNTY WATER PURIFICATION DISTRICT**
- 1.3 Bid Number: **2020-120**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Hydrogen Sulfide / Odor Control Oxidant** as requested by **Albany County Water Purification District**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than **11:00 A.M. ON THURSDAY, NOVEMBER 19, 2020**, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

- 5.1 The term of the bid shall run from **January 1, 2021 through December 31, 2022**
- 5.2 At the end of the initial bid period, upon mutual agreement of the County and the Contractor, the bid may be renewed for one (1) additional year. If extended, the same terms, conditions and pricing will remain in effect for a period not to exceed twelve (12) months.

SECTION 6: BID SECURITY

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **FIVE THOUSAND AND 11/100 DOLLARS (\$5,000.00)** drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany County. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as many be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**
- 6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days from the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- 6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful bidder.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 No formal written Bidder Qualification questionnaire is being requested for this bid.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 8: SECTION NOT IN USE.

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
- (b) Bidder’s failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
- (c) Bidder’s default under previous contracts with the County.
- (d) Bidder’s unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

- (a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County’s form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: SECTION NOT IN USE.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his

own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

- 13.2 Requests for substitution must be reviewed and approved by the County prior to receipt of bids. Vendors wishing to quote a substitute product shall complete and return the "Request for Substitution Approval" form, along with complete specifications and manufacturer's descriptive literature, by **FRIDAY NOVEMBER 13, 2020** to the Albany County Purchasing Division. Requests shall be submitted to the Albany County Purchasing Agent, 112 State Street, Room #1000, Albany, NY 12207, or via fax to 95180 447-5588.

SECTION 14: SPECIFICATION CLARIFICATION

- 14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

- 14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

- 15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

- 15.2 Bids received will be evaluated by Albany County 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) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

16.1 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.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A Notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

17.2 No successful bidder to whom a contract or purchase order 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 or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without 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 or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of

Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order 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 or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00)** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In the case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County of Albany.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation 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 for damage because of injury to or destruction of property, including the loss of use thereof, 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 |

19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

(a) Albany County shall be named as an additional named insured on all liability, policies.
The bid number must appear on policy.

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

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

SECTION 20: INDEMNIFICATION

20.1 The successful Bidder shall defend, indemnify and save harmless the County, 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 Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Albany County operates a formal Purchase Order System. Under **NO** circumstances will the vendor or contractor be paid without a purchase order. Contractor shall deliver only the items specified on the purchase order. Any Contractor who delivers items which are not ordered, or who duplicates or overships items, does so entirely at his own expense. Such shipments will be at no cost or responsibility to Albany County.

22.3 All deliveries shall be made within ten (10) business days of vendor's receipt of purchase order, unless otherwise specified in this Request for Bids, or as otherwise agreed upon between the vendor and the Purchasing Division.

22.4 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 or work not meeting specification.

22.5 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

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

23.2 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.

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)

24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either

party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: SECTION NOT IN USE.

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 30: SECTION NOT IN USE.

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

32.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) “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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease

the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

Request for Bids
Hydrogen Sulfide/ Odor Control Oxidant for Sewage Sludge Dewatering
Albany County Water Purification District
RFB-2020-120
Specifications and Contract Conditions

1.0 General

- 1.1 Albany County Water Purification District owns and operates two (2) wastewater treatment plants designated the North Plant, located on 1 Canal Road, Menands, NY 12204 and the South Plant located on Church Street, Port of Albany, Albany NY 12201. Both of the District facilities have sewage sludge dewatering operations, which include belt filter presses and multiple hearth incineration. The District requires a chemical as specified herein, which shall be pumped into the combined sludge lines prior to dewatering to oxidize sulfides to maintain an atmosphere less than ten (10) PPM hydrogen sulfide in compliance with NYSDOL exposure limits.

2.0 Commodity Specifications

- 2.1 Chemicals required for the odor control program shall be provided by the Supplier. Any product lost as a result of leakage or metering pump malfunction resulting in overdosing, will be replaced at Supplier's expense. Supplier shall provide a Certificate of Analysis stating that the chemical complies with the product specifications with each chemical delivery. Supplier shall provide a certificate of weight for each shipment. Supplier shall comply with all federal, state, and local regulations regarding product labeling, packaging, and safety, including providing Safety Data Sheets (SDS).
- 2.2 The hydrogen sulfide/odor control chemical shall be a separate or mixed oxidant type, and shall react immediately with the Hydrogen Sulfide/odor causing compounds, and shall suppress return of the odors in the dewatered sludge and supernatant from the belt filter press.

2.3 Approved Product/ General Specifications:

Vulcan VX-456 (U.S. Patent # 5,984,993)

Physical Properties:

| | |
|------------------|------------------------------------|
| Appearance | Clear slightly yellow liquid |
| Odor | Slight Chlorine odor |
| Density | 10.67 lbs./gallon @ 25°C |
| Specific Gravity | 1.28 @ 25°C |
| Freezing Point | Minus 29°C |
| Insoluble | <0.03% by weight (anhydrous basis) |

Chemical Properties:

| | |
|---------------|---------------------------|
| Family | Corrosive liquid |
| Concentration | >26.0% active ingredients |
| Ammonia | <0.1% as NH ₃ |
| PH | >12 |

International Dioxide, Inc. Endimal DW

Physical Properties:

| | |
|------------------|--------------------------------|
| Appearance | Pale Yellow, Clear Liquid |
| Specific Gravity | 1.18-1.21 @ 20°C |
| Stability | Shelf Life Exceeds One Year |
| Solubility | Completely Miscible with Water |

Specifications

| | |
|-------------------------------------|-------------|
| Chlorine Dioxide(ClO ₂) | 15.0% |
| Alkalinity(as CaCO ₃) | <2.2% |
| pH | 9.6 +/- 0.2 |

USP Technologies USP-OC31

Physical Properties:

| | |
|------------------|----------------------------------|
| Appearance | Clear colorless to cloudy liquid |
| Specific Gravity | 1.33 @ 20°C |
| Stability | Shelf Life Exceeds One Year |
| Solubility | Completely Miscible with Water |

Specifications

| | |
|---------------|---------------------------|
| Concentration | 25-35% active ingredients |
| pH | > 10 |

HYPROX 270

Physical Properties:

| | |
|------------------|-----------------------------|
| Appearance | Colorless, clear |
| Specific Gravity | 1.10 @ 20°C |
| Stability | Decomposition < 1% per year |
| Solubility | Miscible |

Specifications

| | |
|---------------|------------------------|
| Concentration | 27 % Hydrogen peroxide |
| pH | < 3 @ 20°C |

3.0 Product Substitutions

- 3.1 Any vendor wishing to submit a bid on a substitute product must pre-qualify the product with the District. Bids submitted for products which are not pre-approved by the District will not be considered.

3.2 Pre-Qualification Process:

Vendor shall notify the County of its wish to submit a substitute product for qualification by completing the attached Proposed Alternative Product Submission form and returning to the address or fax number as follows by **Friday, November 13, 2020 4:30 p.m.:**

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room #1000
Albany, NY 12207
Fax: (518) 447-5588

At no charge to the County, vendor shall provide sufficient product and pumping equipment to complete a full day trial. All trials shall be completed and the list of qualified products will be distributed to all bidders prior to bid opening. At the District's discretion, the bid opening date may be extended to allow sufficient time to complete trials.

4.0 Chemical Feed System

- 4.1 In addition to quantities of the specified chemical, the vendor shall provide and manage all chemical deliveries and chemical feed systems operations for the life of the service agreement to meet the established goals of the odor control program as described below. Management shall include adjustment and control of the metering pumps to optimize chemical usage for H₂S control, with the County's prior approval of dosing changes. Dosage profiles are to be developed by Supplier through frequent liquid and vapor in order to optimize chemical use. Unique profiles shall be developed to adjust for seasonal variation and sulfide loading. The system components shall be provided, installed and maintained by the vendor at **no cost to the Albany County Water Purification District for the entire term of the contract.**
- 4.2 The chemical supplier shall provide all necessary services to maintain the equipment in proper working order and provide all parts and components necessary to maintain the equipment. Supplier shall provide a 24 hour toll free hotline phone number, or other contact number in case of an emergency. Supplier shall respond to and repair any equipment failures at each chemical application site within 24 hours. Supplier is required to have at least one local technician within 30 minutes of each site to respond to any issue that may occur. **Each bidder shall provide a description of service that will be provided with the response to the request for bid.**

System Components:

Pumps:

Electronic metering pumps to provide chemical feed. All wetted parts shall be chemically compatible to the chemical provided (stainless steel, Teflon, ceramic or PVC). The pumps provided shall have an output range suitable for the minimum and maximum range of the demand of the feed chemical and a discharge pressure of 100psi. The pumps shall be skid mounted and have controls that provide local output control.

Tanks:

Storage tanks shall be provided at both plants and shall be compatible to the chemical provided with no titanium or carbon based pigments (Phillips resin or equivalent). The tanks shall be provided with a 2" schedule 80 fill line, a 24" combined man way, and vent. Tanks shall be rated for a minimum of 11-lbs./gallon densities. Tanks shall be double walled; insulated and are to be provided with interstitial space monitoring. Suggested tank capacities are:

| | |
|-----------------------------|-------------------------------------|
| Capacity North Plant | Three (3) 1,000 Gallon Tanks |
| Capacity South Plant | One (1) 2,500 Gallon Tank |

Monitoring:

In order to ensure that the County's odor control objectives are met; Supplier shall install devices to monitor and collect atmospheric hydrogen sulfide data. Hydrogen sulfide gas (H₂S) data loggers shall be provided by the supplier. Instruments shall be calibrated in the manner prescribed by the instrument vendor. Instruments shall be maintained in accordance with manufacturer's recommendations.

Chemical Feed Pump Controls:

The vendor shall provide local control systems designed to manage feed dosage based on demand, located at the pumps. The system shall provide at a minimum:

- Tank Level – monitoring for inventory monitoring, scheduling deliveries, and usage verification.
- Dosage Control – Must have ability to boost chemical feed rate by 20% for 30 minutes on an as needed basis to handle spikes in hydrogen sulfide. Must provide an indication that feed rate increase has been activated.
- Real Time Alarms – Must have the ability to monitor leak detection in the pump enclosure and the tank secondary containment in addition to high tank level and low tank level.
- Flow Detection – Each system shall be equipped with a pressure sensor to measure the system or pumping pressure. If there is not pumping pressure, there is no chemical flow. The control system needs to be able to monitor the pressure.

Pipes, Valves and Fittings:

All materials shall be compatible with the proposed chemical. Vented ball valves are required to prevent internal pressure buildup, and pressure relief valves shall be located anywhere chemical has the potential to be trapped. Each system shall be designed with anti-siphon, check valves and a pressure gauge.

Dilution/Make-up Water:

Dilution water, if needed, shall be piped from the District's existing plant water system and include appropriate valving and regulators to maintain a consistent volume and pressure of plant water supply.

Spill Response:

Supplier is required to have a detailed spill response plan for each chemical feed site that can be accessed by the District personnel in the event of a spill or leak.

5.0 Reporting

5.1 Supplier shall provide monthly and annual reports as described below:

5.1.1 Monthly

Monthly reports shall provide graphic representation of the H₂S levels at monitoring locations on a daily basis throughout the month with a summary of the target levels and whether they were met. The report shall also provide descriptions of system performance, chemical usage, key observations, and any problems. Reports shall also provide information on seasonal trends in both H₂S and chemical feed and recommendations for changes in the dosing rate at each chemical application point. Reports shall provide a summary of the budget through the end of the month.

5.1.2 Annual

The annual report shall be a summary of the monthly reports for the year and shall also include a summary of chemical usage at each location on a monthly basis. In addition to the information in the monthly report, the annual report shall include the following:

- Annual program budget report
- Recommendations for the following contract period regarding projected chemical use-rates and proposed special projects.

6.0 Product Evaluation/Award

6.1 All pre-approved qualified bidders will be field trialed by District personnel. Each bidder will supply a sufficient quantity of their product for an eight (8) hour trial.

All trials will be run on the same day if possible, with sludge from the same holding tank at a constant pumping rate under steady state operation to the same belt press. The trial requires complete oxidation of Hydrogen Sulfide with the location of air sampling determined by the District (District meters shall be used). The steady state operation of belt press and proper dosing of oxidant shall be determined by the District.

Trials shall be run approximately one (1) week after bid opening (contact Tyler Masick- Supt. of Operations at 518-447-1610 to schedule). Bidders shall submit a per pound price of qualified product that will be run in field performance trials.

The Bid shall be awarded based on the most efficient and effective performance as calculated as pounds of oxidant per dry ton, times the bid oxidant per pound price.

Each manufacturer shall have a representative on site to witness the oxidant trial on the trial date to be determined by the District.

All oxidant trial results will be calculated in pounds of oxidant used per dry ton of sludge cake. The District laboratory personnel will perform all sample analysis. Four (4) cake samples and four (4) filtrate samples will be taken during each trial, (every two (2) hours) and averaged. The results of the cake percent solids and filtrate samples may be a factor in determining bid award.

7.0 Contract Period

7.1 The contract period shall run from January 1, 2021 to December 31, 2022.

7.2 The District reserves the right to extend the contract for an additional year upon mutual consent of both parties. If extended, the same terms, conditions and pricing will remain in effect for a period not to exceed twelve (12) months.

8.0 Payment

8.1 Payment will be made after each delivery upon submission of a completed county claim form. Separate claim forms must be submitted for each plant. Payments will be made on the weight of product delivered.

9.0 Cancellation

9.1 The District reserves the right to cancel the contract if operating experience provides that the chemical is incompatible with the District's equipment or causes operating problems.

Failure to respond within three (3) working days of technical assistance request can be sufficient grounds to cancel the contract.

10.0 Bid Price

10.1 The unit price shall include the cost of the product on a per pound basis, including freight charges and any other charges connected with delivery.

11.0 Quality Control

11.1 The Water Purification District is presently using International Dioxide Endimal DW. Historical dosages will be the basis of quality control and any investigation of deviation of dosing requirements. These dosages are available in the District's Annual

Report of the Board of Commissioners and any increase above the five (5) year average shall be grounds for the investigation.

12.0 Emergency Response

12.1 If a chemical emergency should occur involving the vendors chemical and, or feed equipment the Albany County Water Purification District shall notify the vendor immediately. The vendor shall take immediate actions by providing advisement and or site visit to resolve the emergency.

13.0 Safety Training

13.1 After feed equipment is in place and before delivery of product the vendor shall provide safety training to all personnel designated by the Albany County Water Purification District. This training shall include at a minimum an over view of the Material Safety Data Sheet (MSDS), Personal Protective Equipment (PPE), product handling, product clean-up, feed equipment trouble shooting and spill prevention. This training shall be provided to the District on an as needed basis. All training shall meet Federal and State safety regulations.

14.0 Product Quantities

14.1 The Albany County Water Purification District produces approximately 11,000 dry tons of sewage sludge per year between the North and South Plants. The vendor shall provide bulk quantities of product to meet the hydrogen sulfide/odor control demand of both plants dewatering operations.

15.0 Deliveries

15.1 Deliveries may be made any time during the day, however, the supplier shall notify the District at least twelve (12) hours in advance of the expected arrival time. The District will place orders at least three (3) days in advance of required delivery. Bidders shall indicate in the bid if orders require more than three (3) days advance notice for delivery.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Hydrogen Sulfide / Odor Control Oxidant
Bid Number: 2020-120

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207-2021

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to accept a Purchase Order for the goods described in the bid form and deliver said goods within the time indicated in this bid.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, 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. BIDDER will submit the Contract Security and other documents required by the General Instructions to Bidder within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Bid, that:
 - (a) BIDDER 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 Bidders and the Instructions to Bidders;

- (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; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

BF1

4. BIDDER will deliver the goods for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to deliver the Goods within the number of calendar days or by the specific date indicated in the Bid.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Bid shall be addressed to:

Phone: _____ Fax: _____

E-mail: _____

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

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Hydrogen Sulfide / Odor Control Oxidant
Bid Number: 2020-120

Product

\$ _____

Unit price amount per pound (lb) of OXIDANT

Oxidant Type Designation

Name

or

Letters

No.

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TELE. NO.:

FAX NO:

FEDERAL TAX ID NO:

REPRESENTATIVE:

SIGNATURE & TITLE:

DATE:

COUNTY OF ALBANY
REQUEST FOR BIDS #2020-120
HYDROGEN SULFIDE / ODOR CONTROL OXIDANT

PROPOSED ALTERNATIVE PRODUCT SUBMISSION FORM

Indicate the substitute product which you wish to submit for Albany County's consideration:

Attach manufacturer's descriptive literature and return to:

**Albany County Purchasing Division
112 State Street, Room #1000
Albany, NY 12207**

or fax to: (518) 447-5588

Deadline for submission of substitution approval requests is FRIDAY, November 13, 2020 by close of business (4:30 p.m.).

VENDOR: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. 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 organizations, 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, 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 this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that 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 thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer 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 of paragraph "A" above.

B. 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 services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "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 submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 200__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

| | | | |
|--|-------|---|----------------|
| 1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR | | | |
| 2. VENDOR’S LEGAL BUSINESS NAME | | 3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS # | |
| 4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: | | 5. WEBSITE ADDRESS (if applicable) | |
| 6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE | | 7. TELEPHONE NUMBER | 8. FAX NUMBER |
| 9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> | | 10. TELEPHONE NUMBER | 11. FAX NUMBER |
| 12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail | | | |
| 13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS. | | | |
| a) NAME | TITLE | b) NAME | TITLE |
| c) NAME | TITLE | d) NAME | TITLE |
| A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER. | | | |
| 14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| 15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual’s name, business title or consulting capacity and the official political position held with applicable service dates.</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div> </div> | | | |

| | | |
|-----|---|--|
| 16. | <p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 17. | <p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES ¹ HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 18. | <p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p> | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 19. | <p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES ¹ WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 20. | <p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | | | |
|--|--|------------------------------|-----------------------------|
| 21. | IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ : | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; | | |
| Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency. | | | |

¹ “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Printed Name

Title

Date