

September 9, 2025

Prospective Suppliers

Re: Request for Proposals
Water Plant Chemicals
Town of Seneca Falls
Seneca County, New York

On behalf of the Town of Seneca Falls (Owner), Barton & Loguidice, D.P.C. (B&L) is soliciting proposals for furnishing and delivering chemicals for the Water Treatment Plant (WTP). Sealed proposals from Suppliers for the furnishing the chemicals will be received by the Town of Seneca Falls at the Office of the Clerk at 130 Ovid Street, Seneca Falls, New York, 13148 until 2:30 p.m. local time on September 24, 2025 at which time the proposals received will be publicly opened and recorded.

Suppliers are responsible for submitting their proposals to the specified location so that they are RECEIVED prior to the time and date as stated.

The Package includes the following and may be obtained at the Office of the Clerk:

1. Cover Letter;
2. Specifications (Appendix A);
3. Bid Sheet (Appendix B);
4. Non-Collusion Bidding Certification (Appendix C);
5. Combined Disclosure, Affirmation and Certification and Sexual Harassment Prevention Certification (Appendix D);
6. General Conditions (Appendix E);
7. All addenda to the above documents (Appendix F).

Additional Conditions

- Submitted proposals are binding and Suppliers may not withdraw within 45 days after actual date of opening.
- Should the Supplier find any discrepancies or omissions in the specifications, he/she shall notify B&L at once. B&L will not assume responsibility for any oral instruction, or interpretations of meaning of the specifications or other contract documents.
- Written questions can be emailed to Madalyn Benson (B&L) at mbenson@bartonandloguidice.com.
- References in the specifications to a particular trade name, manufacturer or model number are made strictly for descriptive purposes only to help guide the supplier in interpreting the type and quality of materials or supplies.

Purchases made by the Town of Seneca Falls are not subject to any Federal, State or local sales tax. Suppliers shall not include in their bid sales and compensation use taxes on the cost of materials. Exemption certificates will be executed upon request.

Scope of Supply

- A. Furnish and deliver chemicals for the Town of Seneca Falls Water Treatment Plant (WTP).
- B. As part of the service contract, Supplier will be required to meet the Insurance Requirements included with this RFP.
- C. The Supplier shall invoice the Owner within 30 days of a completed service call at the prices agreed to in the contract. Invoices shall include itemized details. The Owner shall make payment within 45 days of receipt of invoice.
- D. The Owner shall retain the right to terminate the contract with seven (7) days' notice should the Supplier fail to perform within the demands and time constraints established by the Owner.
- E. The contract could be terminated upon mutual agreement between the Owner and the Supplier, provided that at least 30 days' notice is given by either party prior to termination.
- F. Supplier will be required to indemnify the Owner against all suits, claims, judgments, awards, loss, cost or expense (including attorney's fees without limitation) arising in any way out of the Supplier's performance or non-performance of its obligations under the Term Service Contract. Supplier will defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

Insurance Requirements

The kinds and amounts of insurance required are as follows:

1. A policy or policies providing protection for employees of the Supplier in the event of job-related injuries; generally referred to as "Worker's Compensation Insurance".
2. Automobile Liability policies with a combined single limit of not less than \$1,000,000 for each person, or each accident because of bodily injury, sickness, or disease including death at any time resulting therefrom, sustained by any person, and for damages because of injury or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of owned, non-owned or hired automobiles. Automobile Liability coverage may be provided under Commercial General Liability Insurance or as a separate policy; in either case the coverage limits shall be reflected on the Certificate of Insurance.
3. Commercial General Liability Insurance shall be furnished with the limits of not less than:

General Aggregate.....	\$2,000,000
Products – Comp/Op Agg.....	\$2,000,000
Personal/Adv. Injury.....	\$1,000,000
Each Occurrence.....	\$1,000,000
Medical Expense.....	\$5,000
4. Excess Liability Insurance Umbrella form, bodily injury, and property damage combined:

Each Occurrence.....	\$1,000,000
Aggregate.....	\$1,000,000

Length of Service Contract

The Service Contract will remain in effect until one (1) year from the date of award. Upon the mutual agreement of both parties, the Service Contract may be renewed in one (1) year increments at the rates submitted in the proposal for a total period not to exceed (2) years.

Selection

The Owner may, at its discretion, select one (1) Supplier outright or select multiple Suppliers pending services required.

Upon selection, the Supplier will receive a service contract and will be expected to execute the contract within 10 business days of receipt. A completed W-9 shall accompany the executed contract. The Owner reserves the right to request from finalist(s) the latest financial statements as well as to request such additional information as may be reasonably necessary to determine whether the Supplier should be awarded the service contract.

Attachments

Specifications (Appendix A)

CHEMICAL SPECIFICATION

PART 1 - SCOPE

1.01 GENERAL

- A. The Owner is interested in purchasing chemicals for use at the Water Treatment Plant (WTP).
- B. Term of Contract:
 - 1. This contract is a single year procurement with renewal options.

PART 2 - MATERIALS

2.01 CHEMICALS

- A. Carbon Dioxide
 - 1. Estimated to be utilized at a rate of approximately 250 pounds per day utilize for $\frac{3}{4}$ of the year (270 days).
 - 2. Chemical supplied shall conform to SDS. Refer to attached SDS.
 - 3. Product shall be NSF 61 certified.
- B. Sodium Hydroxide
 - 1. Estimated to be utilized at a rate of approximately 20 gallons per day for $\frac{3}{4}$ of the year (270 days).
 - 2. Chemical supplied shall conform to SDS. Refer to attached SDS.
 - 3. Product shall be NSF 61 certified.
- C. Powdered Activated Carbon
 - 1. Estimated to be utilized at a rate of approximately 50 pounds per day for $\frac{1}{2}$ of the year (180 days).
 - 2. Chemical supplied shall conform to SDS. Refer to attached SDS.
 - 3. Product shall be NSF 61 certified.
- D. The quantity of materials set forth in the specifications is the best estimate of the Owner's need for those items. Supplier to coordinated delivery schedule and quantity of each chemical with the Owner.
- E. At the discretion of the Owner, additional or lesser quantities of the item may be ordered at the same unit price. The foregoing shall be limited to fifteen percent more or less than the amount set forth in the proposal.

PART 3 - LITERATURE

- A. The chemicals shall be delivered with the SDS sheets and user information.

PART 4 - DELIVERY

- A. The materials shall be shipped by truck and delivered in a clean and immediately usable condition to the WTP. The materials shall be shipped Free on Board (FOB), Destination, to the WTP, specified herein. Dunnage used for transporting the materials shall become the property of the Owner for use when storing the material on-site and their cost is included in the as-bid price.
 - 1. Water Treatment Plant (WTP):
 - a. 3460 Parker Road
Seneca Falls, NY 13148
- B. Town personnel or its designated contractor will unload the materials. The prices of the materials shall include all delivery costs.
- C. It is a requirement of this Proposal that advance notice be given to the Owner prior to delivery so that the appropriate equipment can be mobilized for offloading. Provide no less than two business days advance notice to the Seneca Falls Chief Plant Operator when each actual shipment is occurring. Provide night-before confirmation of same including an estimated time window of arrival. Deliveries are required to occur between the hours of 8AM and 2PM at the Destinations.
 - 1. Contact Joseph Tullo, Superintendent of Water & Sewer Operations and Maintenance at 315-568-6211, prior to delivery.
- D. Suppliers shall indicate delivery in number of days ARP on proposal.

END OF SECTION

"CLEANING THE WORLD WITH ACTIVATED CARBON"



SAFETY DATA SHEET

Section 1 - Identity

Identity (As Used on Label and List): GC Activated Carbon (Including, but not limited to GC C-40, GC 4 x 8B, GC 4 x 8S, GC 4x8SN, GC 6 x 12, GC 6 x 12S, GC 8 x 30, GC 8 x 30AW, GC 8 x 30S, GC 8 x 30SAW, GC 12 x 40, GC 12 x 40AW, GC 12x40SAW, GC 20 x 50, GC 20 x 50S, GC Powdered, GC WDC activated carbons)

Manufacturers Name: General Carbon Corporation
33 Paterson Street
Paterson, NJ 07501
Tel: (973)523-2223
www.generalcarbon.com
Date Prepared: April 2, 2021

Section 2 - Hazardous Identification

2.1 GHS-US Classification

Eye Irritation	2B H320
STOT	SE 3 H335

2.2 Label Elements



Hazard Pictograms

Signal word (GHS-US)

Hazard Statements

Precautionary statements (GHS-US)

: Warning
: H320- Causes eye irritation
: H335- May cause respiratory irritation
: P261- Avoid breathing dust
: P264- Wash thoroughly after handling
: P271- Use in well-ventilated area
: P280- Wear protective gloves/clothing/eye & face protect
: P304&340: IF INHALED: Remove person to fresh air
: P305&351&P338: If in eyes, Rinse cautiously with water for several minutes. Remove contact lenses if present and easy to do so. Continue rinsing.
: P312- Call Poison Control Center/Doctor if you feel sick
: P403& P233- Store in well-ventilated place. Keep container tightly closed
: P405- Store locked up
: P501- Dispose of container to appropriate receptacle

2.3 Other Hazards

No additional information available

2.4 Unknown acute toxicity (GHS-US)

No data available

Section 3: Composition/information on ingredients

3.1 Substances

Not applicable

3.2 Mixture

Name	CAS #	%	GHS US classification
Carbon	7440-44-0	100	Not classified

Section 4 – First Aid Measures

4.1 Description of first aid measures

First aid after inhalation	Remove person to fresh air. If not breathing, administer CPR or artificial respiration. Get immediate medical attention.
First aid after skin contact	If skin reddening or irritation develops, seek medical attention
First aid after eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. If irritation persists, get medical attention.
First aid after ingestion	If the material is swallowed, get immediate medical attention or advice. DO NOT induce vomiting unless directed to do so by medical personnel.

4.2 Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation	May cause respiratory irritation
Symptoms/injuries after skin contact	May cause skin irritation
Symptoms/injuries after eye contact	Causes serious eye damage
Symptoms/injuries after ingestion	May be harmful if swallowed

4.3 Indication of any immediate medical attention and special treatment needed

No additional information available.

Section 5: Firefighting measures

5.1 Extinguishing media

Suitable extinguishing media	If involved with fire, flood with plenty of water
Unsuitable extinguishing media	None

5.2 Special hazards arising from substance or mixture

Fire hazard	None known
Explosion hazard	None known
Reactivity	Contact with strong oxidizers such as ozone, liquid oxygen, chlorine, etc. may result in fire.

5.3 Advice for firefighters

Protection during firefighting	Firefighters should wear full protective gear
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Section 6: Accidental release measures

6.1 Personal precautions, protective equipment and emergency procedures

General measures

Avoid contact with the skin and eyes

6.1.1 For non-emergency personnel

No additional information available

6.1.2 For emergency responders

No additional information available

6.2 Environmental precautions

None

6.3 Methods and material for containment and cleaning up

For containment

If possible, stop flow of product

Methods for cleaning up

Shovel or sweep up and put in closed container for disposal

6.4 Reference to other sections

No additional information available

Section 7: Handling and storage

7.1 Precautions for safe handling

Precautions for safe handling

Avoid contact with eyes. Wet activated carbon removes oxygen from air causing severe hazard to workers inside carbon vessels or confined spaces

7.2 Conditions for safe storage, including any incompatibilities

Storage conditions

Protect containers from physical damage. Store in dry, cool, well-ventilated area.

7.3 Specific end use(s)

No additional information available

Section 8: Exposure controls/ personal protection

8.1 Control parameters

No additional information available

8.2 Exposure controls

Appropriate engineering controls

: Local exhaust and general ventilation must be adequate to meet exposure standards

Hand Protection

: None required under normal product handling conditions

Eye Protection

: safety glasses

Skin and body protection

: Wear suitable working clothes

Respiratory protection

: If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection

Section 9: Physical and chemical properties

9.1 Information on basic physical and chemical properties

Physical state	: Solid
Appearance	: Particulate
Color	: Black
Odor	: No data available
Odor threshold	: No data available
Ph	: No data available
Relative evaporation rate	: No data available
Melting point	: No data available
Freezing point	: No data available
Boiling point	: No data available
Flash point	: No data available
Self ignition temperature	: No data available
Decomposition temperature	: No data available
Flammability (solid, gas)	: No data available
Vapor Pressure	: No data available
Relative Vapor density @ 20 deg C	: No data available
Relative Density	: 28-33 lb/ cubic foot
Solubility	: No data available
Log Pow	: No data available
Log Kow	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosive properties	: No data available
Oxidizing properties	: No data available
Explosive limits	: No data available

9.2 Other information

No additional information available

Section 10: Stability and reactivity

10.1 Reactivity

Contact with strong oxidizers such as ozone, liquid oxygen, chlorine, etc. may result in fire

10.2 Chemical stability

Stable under normal conditions

10.3 Possibility of hazardous reactions

Will not occur

10.4 Conditions to avoid

None

10.5 Incompatible materials

Strong oxidizing and reducing agents such as ozone, liquid oxygen or chlorine.

10.6 Hazardous decomposition products

Carbon monoxide may be generated in the event of a fire.

Section 11: Toxicological information

11.1 Information on toxicological effects

Acute toxicity : Not classified

Carbon (7440-44-0)

LD50 oral rat : >10000 mg/kg

Skin corrosion/irritation : Not classified

Serious eye damage/irritation : Causes eye irritation

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Reproductive toxicity : Not classified

Specific target organ toxicity : May cause respiratory irritation (single exposure)

Specific target organ toxicity : Not classified (repeated exposure)

Aspiration hazard : Not classified

Section 12: Ecological Information

12.1 Toxicity

No additional information available

12.2 Persistence and degradability

No additional information available

12.3 Bioaccumulative potential

No additional information available

12.4 Mobility in soil

No additional information available

12.5 Other adverse effects

No additional information available

Section 13: Disposal concerns

13.1 Waste treatment methods

Waste Disposal recommendations : Dispose of contents/container in accordance with local/ regional/ international regulations

Section 14: Transportation information

In accordance with DOT/ADR/RID/ADNR/IMDG/ICAO/IATA

14.1 UN Number

Not applicable. See Note 1 below.

14.2 UN proper shipping name

Not applicable

Note 1: Under the UN classification for activated carbon, all activated carbons have been identified as a class 4.2 product. However, This product has been tested according to the United Nations Transport of Dangerous Goods test protocol for a “self-heating substance” (United Nations Transportation of Dangerous Goods, Manual of Tests and Criteria, Part III, Section 33.3.1.6 - Test N.4 - Test Method for Self Heating Substances) and it has been specifically determined that this product does not meet the definition of a self heating substance (class 4.2)

or any other hazard class, and therefore should not be listed as a hazardous material. This information is applicable only for the Activated Carbon Product identified in this document.

Section 15: Regulatory information

15.1 US Federal regulations

Carbon (7440-44-0)

Listed on the United States TSCA inventory

15.3 US State regulations

No additional information available

Section 16: Other information

Full text of H-phrases:

Eye Irrit. 2B

STOT SE 3

H335

Serious eye damage/eye irritation Category 2B

Specific target organ toxicity (single exposure) Category 3

May cause respiratory irritation

NFPA®



NFPA health hazard

NFPA fire hazard

NFPA reactivity

: 1-Exposure could cause irritation but only minor residual injury even if no treatment is given
: 1- Materials that require considerable preheating, under all ambient temperature conditions, before ignition and combustion can occur (e.g. [mineral oil](#)). Includes some finely divided suspended solids that do not require heating before ignition can occur. Flash point at or above 93.3 °C (200 °F)

: 0- Normally stable, even under fire exposure conditions, and are not reactive with water

The information contained herein is accurate to the best of our knowledge. General Carbon Corporation makes no warranty with respect hereto said information and disclaims all liability from reliance there in.

Safety data sheet
Carbon dioxide, refrigerated liquid.

Creation date: 05/12/2015

Revision date: 01/01/2025

Section 1: IDENTIFICATION

1.1 Product Identifier Information

Name: Carbon dioxide, refrigerated liquid
CAS No.: 124-38-9
Chemical formula: CO₂

1.2 Known uses

Beverage, Food, and Industrial

1.3 Details of Company Information

Carbonic Systems Incorporated
905 Lackawanna Avenue
Elmira, NY 14901
800.727.9676 Phone
607.734.6438 Fax
www.carbonic.com

1.4 Emergency phone numbers

1.800.727.9676 Carbonic Systems

CHEMTEL – 24hr/day 7days/week, within
the US 1-800-255-3924

Section 2: HAZARDS IDENTIFICATION

2.1 GHS Classification

Gasses under pressure, Contains
refrigerated gas, May cause cryogenic burns
or injury, Simple Asphyxiate

2.2 GHS Label Elements

Pictograms:



Signal word:
Hazard Statements:

Warning
H281: Contains refrigerated gas; may cause
cryogenic burns or injury.
OSHA-101: May displace oxygen and cause
rapid suffocation.
CGA-HG03: May increase respiration and
heart rate.

Precautionary Statements:

P202: Do not handle until all safety precautions have been read and understood.
P271 + P403: Use and store only outdoors or in a well-ventilated place.
P282: Wear neoprene gloves, eye protection, face shield, protective clothing and cold insulating gloves.
CGA-PG05: Use back flow preventive device in the piping.
CGA-PG24: DO NOT change or force fit connections.
CGA-PG06: Close valve after each use and when empty.

2.3 Other Hazards:

Asphyxiant in high concentrations
Contact with liquid may cause cold burns/frostbite.

Section 3: COMPOSITION/INFORMATION ON INGREDIENTS

3.1 Substance

Components:	Carbon dioxide
CAS No:	124-38-9
Volume:	>99%

Section 4: FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation:

In high concentrations may cause asphyxiation. Symptoms may include loss of mobility/consciousness. Victim may not be aware of asphyxiation. Low concentrations of CO₂ cause increased respiration and headache. Remove victim to uncontaminated area wearing self-contained breathing apparatus. Keep victim warm and rested. Call a doctor. Apply artificial respiration if breathing stopped. Immediately flush eyes thoroughly with water for at least 15 minutes. Hold the eyelids open and away from the eyeballs to ensure that all surfaces are flushed thoroughly. Get immediate medical attention.

Skin/eye contact:

Ingestion:

Ingestion is not considered a potential route of exposure.

4.2 Most important symptoms and effects

No additional information available

Section 5: FIRE FIGHTING MEASURES

5.1 Extinguishing Media

Suitable extinguishing media:

Use extinguishing media appropriate for surrounding fire.

5.2 Specific methods:

Special Instructions:

If possible, stop flow of product. Move container away or cool with water from a protected position.

5.3 Advice for firefighters

Firefighting instructions:

DANGER! Extremely cold liquid and gas under pressure. Do not discharge sprays directly into liquid; cryogenic liquid can freeze water rapidly.
Evacuate all personnel from the danger area. Use self-contained breathing apparatus (SCBA) and protective clothing. Stop flow of gas if safe to do so, while continuing cooling water spray. Remove ignition sources if safe to do so. On-site fire brigades must comply with OSHA 29 CFR 1910.156 and applicable standards under 29 CFR 1910 subpart L – Fire Protection.

5.4 Other Information

Cryogenic liquid causes severe frostbite, a burn like injury. Heat of fire can build pressure in a closed container and cause it to rupture.

Section 6: ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions

General Measures:

Evacuate area. Wear self-contained breathing apparatus when entering area unless atmosphere is proved to be safe. Ensure adequate air ventilation.

6.2 Environmental precautions

Try to stop release. Prevent from entering sewers, basements and work pits, or any place where its accumulation can be dangerous.

6.3 Clean-up methods

Ventilate area.

Section 7: HANDLING AND STORAGE

7.1 Precautions for safe handling

Precautions for safe handling

Never allow any unprotected part of the body to touch uninsulated pipes or vessels that contain cold fluids. The extremely cold metal will cause moist flesh to stick fast and tear when one attempts to withdraw from it. Use an adjustable strap wrench to

remove over-tight or rusted caps. Close valve after each use and when empty. If user has trouble, operating cylinder valve discontinue use and contact supplier. Never put cylinders into trunks of cars or unventilated areas of passenger vehicles. Never attempt to refill a compressed gas cylinder without the owner's written consent. Never strike an arc on a compressed gas cylinder or make a cylinder a part of an electrical circuit. For applications with moist Carbon Dioxide, 316, 309 and 310 stainless steels may be used as well as Hastelloy® A, B, C and Monel®. Ferrous nickel alloys are slightly susceptible to corrosion. At normal temperatures, carbon dioxide is compatible with most plastics and elastomers. For additional storage recommendations, consult Compressed Gas Association's Pamphlets P-1, AV-7, G-6, G-6.1, G-6.2, G-6.3, G-6.5, G-6.7, G-6.9, PS-5, TB-10, and SB-2.

7.2 Conditions for safe storage

Safe storage:

Protect from physical damage. Cylinders should be stored upright with valve protection cap in place and firmly secured to prevent falling. Store in cool, dry, well-ventilated area of non-combustible construction away from heavily trafficked areas and emergency exits. Keep at temperatures below 52°C / 125°F. Full and empty cylinders should be segregated. Use a "first in-first out" inventory system to prevent full cylinders from being stored for excessive periods. Always store and handle compressed gas cylinders in accordance with Compressed Gas Association, pamphlet CGA-P1, Safe Handling of Compressed Gases in Containers.

Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Exposure Limits

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Carbon Dioxide 124-38-9	STEL = 30000 ppm TWA: 5000 ppm	TWA: 5000 ppm TWA: 9000 mg/m ³ (vacated) TWA: 10000 ppm (vacated) TWA: 18000 mg/m ³ (vacated) STEL: 30000 ppm (vacated) STEL: 54000 mg/m ³	IDLH: 40000 ppm TWA: 5000 ppm TWA: 9000 mg/m ³ STEL: 54000 mg/m ³ STEL: 30000 ppm

Remarks: Simple asphyxiate

8.2 Exposure Control

Engineering measures:

Provide natural or mechanical ventilation to prevent accumulation above exposure limits. Natural or mechanical to prevent oxygen deficient atmospheres below 19.5% oxygen.

Keep self-contained breathing apparatus readily available for emergency use.

8.3. Personal protective equipment

Respiratory protection:

Self-contained breathing apparatus (SCBA) or positive pressure airline with mask are to be used in oxygen-deficient atmosphere. Air purifying respirators will not provide protection. Users of breathing apparatus must be trained.

Hand protection:

Wear working gloves when handling gas containers. If the operation involves possible exposure to a cryogenic liquid, wear loose fitting thermal insulated or cryo-gloves. Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Safety glasses recommended when handling cylinders. Wear goggles and a face shield when trans filling or breaking transfer connections.

Eye protection:

Skin and body protection:

Never allow any unprotected part of the body to touch uninsulated pipes or vessels which contain cryogenic fluids. The extremely cold metal will cause the flesh to stick fast and tear when one attempts to withdraw from it. Safety shoes are recommended when handling cylinders.

Special instructions for protection and hygiene:

Ensure adequate ventilation, especially in confined areas.

Section 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance/Color:

Colorless liquid.

Odor:

None

Molecular weight:

44 g/mol

Melting point:

-56,6 °C

Sublimation point:

-78,5 °C

Critical temperature:

31 °C

Relative density, gas:

1,52

Relative density, liquid:

0,82

Solubility mg/l water:

2000 mg/l

9.2 Other data

Additional information:

Gas/vapor heavier than air. May accumulate in confined spaces, particularly at or below ground level.

Section 10: STABILITY AND REACTIVITY

10.1 Reactivity

No reactivity hazard other than the effects described in sub-sections below.

10.2 Chemical Stability:

Stable under normal conditions

10.3 Possibility of hazardous reactions

No data available

10.4 Materials to avoid

None under recommended storage and handling conditions (see section 7)

10.5 Incompatible materials

Alkali metals, Alkaline earth metals, Acetylide forming metals, Chromium, Titanium >1022°F (550°C), Uranium (U)>1382°F (750°C), Magnesium >1472°F (775°C)

10.6 Hazardous decomposition product

Electrical discharges and high temperatures decompose carbon dioxide into carbon monoxide and oxygen.

Section 11: TOXICOLOGICAL INFORMATION

11.1 Information on toxicological effects

No known toxicological effects from this product.

Section 12: ECOLOGICAL INFORMATION

12.1 Information on ecological effects

When discharged in large quantities may contribute to the greenhouse effect.

12.2 Global Warming Potential:

GWP 1

Section 13: DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

Do not discharge into any place where its accumulation could be dangerous. To atmosphere in a well ventilated place. Discharge to atmosphere in large quantities

should be avoided. Contact supplier if guidance is required.

Section 14: TRANSPORT INFORMATION

14.2 Information for transportation

ADR/RID

Class:	2
Classification Code:	3A
UN number and proper shipping name:	UN 2187 Carbon dioxide, refrigerated, liquid
Labels:	2.2
Hazard number:	22
Packing Instruction:	P203

IMDG

Class:	2.2
UN number and proper shipping name:	UN 2187 Carbon dioxide, refrigerated, liquid
Labels:	2.2
Packing Instruction:	P203
EmS:	FC;SV

IATA

Class:	2.2
UN number and proper shipping name:	UN 2187 Carbon dioxide, refrigerated, liquid
Labels:	2.2
Packing Instruction:	P203

14.2 Other transport information

Ensure vehicle driver is aware of the potential hazards of the load and knows what to do in the event of an accident or an emergency. Ensure adequate ventilation. Avoid transport on vehicles where the load space is not separated from the driver's compartment. Before transporting product containers ensure that they are firmly secured. Ensure compliance with applicable regulations.

Section 15: REGULATORY INFORMATION

15.1 Federal Regulations

TSCA:	United States Toxic Substances Control Act Section 8(b) Inventory – Complies
SARA 313:	Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title

Clean Water Act:	40 of the Code of Federal Regulations, Part 372. SARA 311/312 Hazard Categories: Acute Health Hazard: Yes, Chronic Health Hazard: No, Fire Hazard: No, Sudden Release of Pressure Hazard: Yes, Reactive Hazard: No This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42).
Clean Air Act:	Section 112 Hazardous Air Pollutants (HAPs) (see 40 CFR 61) This product does not contain any substances regulated as hazardous air pollutants (HAPS) under Section 112 of the Clean Air Act Amendments of 1990.
CERCLA/SARA:	This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material.

Section 16: OTHER INFORMATION

16.1 Other general information

Ensure all national/local regulations are observed. The hazard of asphyxiation is often overlooked and must be stressed during operator training. Before using this product in any new process or experiment, a thorough material compatibility and safety study should be carried out.

16.2 Other Information

HAZARD RATINGS:

NFPA RATINGS:

HEALTH: 1
FLAMMABILITY: 0
REACTIVITY: 0
SPECIAL: SA*

HMIS RATINGS:

HEALTH: 0
FLAMMABILITY: 0
REACTIVITY: 0

*Compressed Gas Association recommendation to designate simple asphyxiant.

END OF DOCUMENT

SAFETY DATA SHEET



1. IDENTIFICATION

Product Name: **Slack Alkali C-500**
Synonyms: Sodium hydroxide, caustic soda, caustic alkali, liquid caustic, lye, sodium hydrate, NaOH
CAS Number: 1310-73-2
Product Use: Neutralizing agent, industrial cleaning, pulping & bleaching, soap & detergent manufacturing.

Manufacturer/Supplier: Slack Chemical Co., Inc
465 South Clinton St.
Carthage, NY 13619
800.479.0430

www.slackchem.com
sds_request@slackchem.com

Transportation Emergency Number: CHEMTREC: 800.424.9300

2. HAZARDS IDENTIFICATION

GHS Classification

Physical Hazards	Corrosive to metals	Category 1
Health Hazards	Acute toxicity, oral	Category 4
	Skin corrosion/irritation	Category 1
	Eye damage/irritation	Category 1
Environmental Hazards	Hazardous to aquatic environment, acute	Category 3

GHS Label Elements



Signal Word: **DANGER!**

Hazard Statements

H290	May be corrosive to metals.
H302	Harmful if swallowed.
H314	Causes severe skin burns and eye damage.
H318	Causes serious eye damage.
H402	Harmful to aquatic life.

Precautionary Statements

P234	Keep only in original packaging.
P260	Do not breathe dusts or mists.

SAFETY DATA SHEET

P264	Wash thoroughly after handling.
P270	Do not eat, drink or smoke when using this product.
P273	Avoid release to the environment.
P280	Wear protective gloves/protective clothing/eye protection/face protection.
P301/330/331	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P301/312	IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell.
P303/361/353	IF ON SKIN: Take off immediately all contaminated clothing. Rinse skin with water.
P304/340	IF INHALED: Remove person to fresh air and keep comfortable for breathing.
P305/351/338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310	Immediately call a POISON CENTER or doctor.
P321	Specific treatment (see first aid section).
P330	Rinse mouth.
P363	Wash contaminated clothing before reuse.
P390	Absorb spillage to prevent material-damage.
P405	Store locked up.
P406	Store in corrosive resistant container with a resistant inner liner.
P501	Dispose of contents in accordance with local/regional/national/international regulations.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS Number	Weight %
Sodium Hydroxide	1310-73-2	50

4. FIRST AID MEASURES

Inhalation: Move to fresh air. If breathing is difficult, give oxygen. If breathing stops, provide artificial respiration. Do not use mouth-to-mouth method if victim inhaled the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Call a physician or poison control center immediately.

Eye: Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.

Skin: Take off immediately all contaminated clothing. Wash off immediately with plenty of water for at least 15-20 minutes. Get medical attention immediately. Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes.

Ingestion: Call a physician or poison control center immediately. Do not induce vomiting. Immediately rinse mouth and drink plenty of water. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Never give anything by mouth to an unconscious person. Do not use mouth-to-mouth method if victim ingested the substance.

5. FIRE FIGHTING MEASURES

Suitable Extinguishing Media: Water fog, foam, dry chemical powder or carbon dioxide. Use extinguishing agent suitable for type of surrounding fire. DO NOT use solid water stream as it may scatter and spread fire. DO NOT use halogenated extinguishing agents.

Fire Fighting Procedures: Fire fighters should enter the area only if they are protected from all contact with the material. Full protective clothing, including self-contained breathing apparatus, coat, pants, gloves, boots and bands around legs,

SAFETY DATA SHEET

arms, and waist, should be worn. No skin surface should be exposed. In case of fire and/or explosion do not breathe fumes. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers.

Unusual Fire and Explosion Hazards: May decompose upon heating to produce corrosive and/or toxic fumes. Contact with metal may release flammable hydrogen gas.

Combustion Products: The product itself does not burn.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures: Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Local authorities should be advised if significant spillages cannot be contained.

Environmental Precautions: Avoid discharge into drains, water courses or onto the ground.

Methods and Materials for Containment and Cleaning Up: Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb spill with inert material (e.g., dry sand or earth), then place in a chemical waste container. Following product recovery, flush area with water. Small Spills: Absorb spill with vermiculite or other inert material. Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use.

7. HANDLING AND STORAGE

Precautions for Safe Handling: Use caution when combining with water; DO NOT add water to caustic; ALWAYS add caustic to water while stirring to minimize heat generation. Do not get in eyes, on skin, or on clothing. Do not taste or swallow. Do not breathe mist or vapor. Use only with adequate ventilation. Wear appropriate personal protective equipment. Transfer and storage systems should be compatible and corrosion resistant. Observe good industrial hygiene practices.

Conditions for Safe Storage, Including Any Incompatibilities: Keep container tightly closed. Store in a cool, dry and well-ventilated place. Store in corrosive resistant container. Store away from incompatible materials. Compatible storage materials may include, but not be limited to, the following: nickel and nickel alloys, steel, plastics, plastic or rubber-lined steel, FRP, or Derakane vinyl ester resin. Do not allow material to freeze.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters:

Component	OSHA PEL-TWA	ACGIH TLV-TWA
Sodium Hydroxide (CAS 1310-73-2)	2 mg/m ³	2 mg/m ³ (Ceiling)

Engineering Controls: Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Personal Protective Equipment (PPE)

Eye/Face Protection: Wear chemical goggles and face shield.

Skin Protection: Wear appropriate chemical resistant gloves and clothing.

Respiratory Protection: If engineering controls do not maintain airborne concentrations below recommended exposure limits or to an acceptable level, an approved respirator must be worn. Respirator type: Chemical respirator with organic vapor cartridge and full face-piece.

SAFETY DATA SHEET

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Liquid, clear-sl. turbid, colorless
Odor	Odorless
Odor threshold	Not available.
pH	14
Melting/freezing point	12°C (54°F)
Boiling point	140°C (284°F)
Flash point	Not applicable
Evaporation rate	Not available
Flammability	Not applicable
Upper/lower flammability limits	Not applicable
Vapor pressure	24 mmHg (25°C)
Vapor density	Not available
Relative density	1.53
Solubility	100% (water)
Partition coefficient: n-octanol/water	Not available
Auto-ignition temperature	Not applicable
Viscosity	78 cP (20°C)

10. STABILITY AND REACTIVITY

Reactivity: Contact with metal may release flammable hydrogen gas.

Chemical Stability: Material is stable under normal conditions.

Possibility of Hazardous Reactions: Hazardous polymerization does not occur.

Conditions to Avoid: Reacts violently with strong acids. This product may react with oxidizing agents. Do not mix with other chemicals. Corrosive to aluminum, tin, zinc, copper and most alloys in which they are present including brass and bronze. Corrosive to steels at elevated temperatures above 40°C (104°F).

Incompatible Materials: Oxidizing agents, acids, phosphorus, aluminum, zinc and tin. Initiates or catalyzes violent polymerization of acetaldehyde, acrolein or acrylonitrile.

Hazardous Decomposition Products: Contact with metals (aluminum, zinc, tin) and sodium tetrahydroborate liberates hydrogen gas.

11. TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure

Ingestion: Causes digestive tract burns. Harmful if swallowed.

Inhalation: May cause irritation to the respiratory system.

Skin Contact: Causes severe skin burns.

Eye Contact: Causes severe eye burns and serious eye damage.

Symptoms Related to Physical, Chemical and Toxicological Characteristics: Burning pain and severe corrosive skin damage. Permanent eye damage including blindness could result.

Acute Toxicity Values:

Component	Route	Species	Value
Sodium Hydroxide (CAS 1310-73-2)	Dermal LD ₅₀	Rabbit	> 2 g/kg
	Oral LD ₅₀	Rat	300 – 500 mg/kg

SAFETY DATA SHEET

Skin Corrosion/Irritation: Causes severe skin burns.

Serious Eye Damage/Irritation: Causes severe eye burns and serious eye damage.

Respiratory or Skin Sensitization: Not available.

Germ Cell Mutagenicity: Not available.

Carcinogenicity: This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Reproductive Toxicity: Not available.

Specific Target Organ Toxicity (STOT) – Single Exposure: Not available.

Specific Target Organ Toxicity (STOT) – Repeated Exposure: Not available.

Aspiration Hazard: Droplets of the product aspirated into the lungs through ingestion or vomiting may cause a serious chemical pneumonia.

12. ECOLOGICAL INFORMATION

Ecotoxicity:

Component	Species	Value	
Sodium Hydroxide (CAS 1310-73-2)	Brook trout (<i>Salvelinus fontinalis</i>)	25 mg/L	(LC ₅₀ -NR)
	Water flea (<i>Ceriodaphnia dubia</i>)	40.4 mg/L	(EC ₅₀ -48 hr)

Persistence/Degradability: Expected to degrade rapidly in air.

Bioaccumulation: The product is not expected to bioaccumulate.

Soil Mobility: Not available.

Other Adverse Affects: No other adverse environmental effects are expected from this component.

13. DISPOSAL CONSIDERATIONS

Collect and reclaim or dispose in sealed containers at licensed waste disposal site. This material and its container may need to be disposed of as hazardous waste. Do not allow this material to drain into sewers or water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents and container in accordance with local, regional, national and/or international regulations. Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. TRANSPORT INFORMATION

U.S. Department of Transportation (DOT)

UN/NA Number:	UN 1824
Proper Shipping Name:	Sodium hydroxide solution
Hazard Class:	8
Packing Group:	PG II
Marine Pollutant:	No
Labels Required:	Corrosive
Reportable Quantity:	1,000 lb

SAFETY DATA SHEET

15. REGULATORY INFORMATION

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants:

Sodium Hydroxide (CAS 1310-73-2) – No

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention 40 CFR 68.130:

Sodium Hydroxide (CAS 1310-73-2) – No

Clean Water Act (CWA) 40 CFR 401.15:

Sodium Hydroxide (CAS 1310-73-2) – No

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 40 CFR 302.4:

Sodium Hydroxide (CAS 1310-73-2) – Yes

SARA Section 302 Extremely Hazardous Substance 40 CFR 355:

Sodium Hydroxide (CAS 1310-73-2) – No

SARA Section 311/312 40 CFR 370:

Sodium Hydroxide (CAS 1310-73-2) – Yes

SARA Section 313 40 CFR 372:

Sodium Hydroxide (CAS 1310-73-2) – No

Toxic Substances Control Act (TSCA):

Sodium Hydroxide (CAS 1310-73-2) – Yes

Canadian Environmental Protection Act, Domestic Substance List (CEPA-DSL):

Sodium Hydroxide (CAS 1310-73-2) – Yes

California Proposition 65:

Sodium Hydroxide (CAS 1310-73-2) – No

Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA):

Not applicable

16. OTHER INFORMATION

HMIS RATINGS

Health	3
Flammability	0
Reactivity	1

NFPA RATINGS

Health	3
Flammability	0
Reactivity	1

Disclaimer

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Bid Sheet (Appendix B)

APPENDIX B - BID FORM

Supplier agrees to the following Unit Price Bid Prices:

CONTRACT NO. 1 – BASE BID ITEMS

Item	Description	Quantity	Unit	Unit Price	Extension
1	Carbon Dioxide	67,500	Pounds		
2	Sodium Hydroxide	5,400	Gallons		
3	Activated Carbon	9,000	Pounds		
4	Delivery Charge	1	EA		

BIDDER: *[Indicate correct name of bidding entity]*

By: _____

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and E-mail Address: _____

Bidder's Federal
Employer Identification
Number (FEIN) _____

(For NYS Department of Labor reporting of Successful Bidder only)

Non-Collusion Bidding Certification (Appendix C)

SECTION 00 45 19

NON-COLLUSIVE BIDDING CERTIFICATION

- (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 his 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 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 (a) 1., 2., and 3., 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 (a) 1., 2., and 3., above have not been complied with the bid shall not be considered for award nor shall any award to be made unless the head of the purchasing unit of 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.
- (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 of paragraph (a) of this certification.
- (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 services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the 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 and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

FIRM: _____

By: _____

Title: _____

(CORPORATE SEAL IF ANY)

END OF SECTION

Combined Disclosure, Affirmation and Certification and Sexual Harassment
Prevention Certification (Appendix D)

SECTION 00 45 35

SEXUAL HARASSMENT PREVENTION CERTIFICATION

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 that person's knowledge and belief:

- (1) In accordance with State Finance Law 139-L, bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace;
- (2) Bidder provides annual sexual harassment prevention training to all of its employees;
- (3) Bidders sexual harassment policy, at a minimum, meets the requirements of section 201-G of the State Labor Law.

I hereby affirm under penalties of perjury that the foregoing statement is true.

Bidder: _____

By: _____

(Please type or print name)

Title: _____

Any bid made by a corporate bidder for work or services 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 and submission of the bids and the inclusion therein of this certificate.

END OF SECTION

General Conditions (Appendix E)

SECTION 00 72 16

GENERAL CONDITIONS

PART 1 - GENERAL CONDITIONS

1.01 BASIS OF BID

- A. Unit Price
 - 1. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - 2. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
 - 3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

1.02 MODIFICATION AND WITHDRAWAL OF BID

- A. A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- B. If within 3 days after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner 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. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

1.03 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

1.04 EVALUATION OF BIDS AND AWARD OF CONTRACT

- A. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- B. If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

1.05 SALES AND USE TAXES

- A. Owner is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

1.06 LIMIT OF LIABILITY

- A. No materials shall be delivered under the terms of this contract except upon verbal or written order by a representative of the Owner.

1.07 INSURANCE REQUIREMENTS

- A. The successful bidder shall:
 - 1. Procure and maintain insurance coverages consistent with the requirements set forth in the attached Insurance Requirements for Tier 2 during the entire term of this agreement;
 - 2. Submit a Certificate of Insurance evidencing coverage as indicated in the Insurance Requirements for Tier 2, (attached), within 10 days of the Notice of Award of Contract. The Owner may cancel the contract in the event that the successful bidder fails to submit the proper Certificate of Insurance; and
 - 3. Ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein.

1.08 COMMENCEMENT OF DELIVERIES:

- A. The commencement of deliveries shall not begin until the successful bidder has complied with the Insurance Requirements.

1.09 BINDING CONTRACT:

- A. The Owner's issuance of a Notice of Award to the successful bidder shall constitute a legally binding contract for the sale and delivery of the materials subject to this procurement.
- B. The Owner's Award of Contract shall be expressly limited to the terms of the specifications, bid sheets, and general conditions, and any alteration of such terms, or the introduction of any new terms, whether by exceptions contained in the bid, or in any subsequent shipping ticket or invoice, shall be null and void.

1.10 RIGHT TO TERMINATE

- A. The Owner reserves the right to terminate this contract in the event it is found that the certification filed by the bidder in accordance with State Finance Law § 139-k(5) was intentionally false or intentionally incomplete, or if bidder fails to comply with any requirements in the Bid Package. Upon such finding, Owner may exercise its termination right by providing written notification via regular mail to the bidder to the address specified on the Bid Sheet.

1.11 INDEMNIFICATION

- A. The successful bidder shall protect, indemnify and hold harmless the Owner from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs, and expenses (including, without limitation, attorneys' fees and expenses) imposed or incurred by or against the Owner resulting from, arising out of, or relating to the successful bidder or its subcontractors' performance of this contract. The obligations of the successful bidder under this Article shall survive any expiration or termination of this contract and shall not be limited by any enumeration herein of required insurance coverage.

1.12 VENUE

- A. The following information outlines the Owner's Insurance Requirements. Work will not commence and payment will not be made until a Certificate of Insurance, consistent with the attached templates, is on file and approved by the Owner.
 - 1. Please note two important factors: 1) Your Insurance Carrier must be admitted in New York State; and 2) your Insurance Carrier must be rated at least an A- 10 or above by A.M. Best. Coverage must be procured as follows:

END OF SECTION

All Addenda to the Above Documents (Appendix F)

SECTION 00 91 13.XX
ADDENDUM

Town of Seneca Falls
Asbestos Abatement and Removal
Addendum No.
Date Issued:

The attention of bidders is called to the following changes to the Bid Documents, shall be taken into account in the preparation of Bids, and shall be a part of the Bid Documents

Bidders must acknowledge receipt of this Addendum on page 1 of the Bid Form.

PROJECT MANUAL

<u>Section</u>	<u>Description</u>
----------------	--------------------

DRAWINGS

<u>Sheet No.</u>	<u>Description</u>
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END OF ADDENDUM [**Insert Option Here**]

BARTON & LOGUIDICE, D.P.C.

Attachments

09.25
097.084.024

ADDENDUM
00 91 13-1