# NOTICE TO BIDDERS

**NOTICE IS HEREBY GIVEN** that SEALED PROPOSALS for the purchase and delivery of:

## SODIUM HYDROXIDE

will be received by the Board of Commissioners of the Greenlawn Water District, 45 Railroad Street, Greenlawn, New York 11740, until 9:00 a.m., Prevailing Time on Wednesday, November 18, 2026, at which time and place they will be publicly opened and read aloud.

Specifications and Bid Proposal may be obtained at the District office, 45 Railroad Street, Greenlawn, New York 11740 between the hours of 9:00 a.m. and 4:30 p.m., or by visiting the Greenlawn Water District website at www.greenlawnwater.org, in each case on or after November 18, 2025.

Each proposal submitted is to be sealed, and contents noted on the outside of the envelope. The Non-Collusive Bidding Certification must be completed and submitted with the bid proposal.

The right is reserved to reject any and all bids, waive any informalities, and to accept such bids which, in the opinion of the Board of Commissioners, are in the best interest of the Greenlawn Water District.

Bidders must satisfy themselves by personal examination of the locations of the proposed work and of the actual conditions and requirements of the work. Access to any Greenlawn Water District site shall be available only by visiting the offices of the Greenlawn Water District and by escort of an employee of the Greenlawn Water District.

Dated: October 30, 2026

BOARD OF COMMISSIONERS
GREENLAWN WATER DISTRICT

**GREENLAWN WATER DISTRICT**

**SPECIFICATIONS**

**FOR THE PURCHASE OF**

**SODIUM HYDROXIDE**

## (1.0) SCOPE

(1.1) The bids submitted shall be for the sale and delivery to the Greenlawn Water District (the "District") for the period of three (3) year after the awarding of said proposal for sodium hydroxide, with deliveries to be made as required by the District as specified herein. Approximately 165,000 gallons are required to be delivered during the year.

(1.2) Bidders must satisfy themselves by personal examination of the locations of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of the bid, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the nature of the work to be done. Access to any District site shall be available only by visiting the District offices and by escort of a District employee. Please make an appointment by calling 631-261-0874.

## (2.0) MATERIAL

(2.1) The material to be supplied under this agreement shall be sodium hydroxide (liquid caustic soda) furnished as approximately a **25% concentration by weight of NaOH.**

(2.2) The sodium hydroxide supplied under this contract shall not contain any compound that will produce a toxic effect upon the consumer of properly treated water.

## (3.0) DELIVERY

(3.1) Sodium hydroxide (liquid caustic soda) shall be delivered to the Water District and placed in the District's storage tanks by the supplier upon request and call by the District. District tanks have a maximum capacity of 6,000 gallons of **25% caustic solution.** The tanks are located at various pumping stations throughout the District. Deliveries or "drops" to more than one storage tank may be required from one delivery vehicle.

(3.2) Deliveries shall be made to the District within five days after written or verbal notice from the District requesting a delivery to be made. Means shall be provided with the delivery vehicle in order to divide loads into smaller drops. The delivery vehicle shall be small enough to enter District stations and shall be provided with a pump for offloading of the sodium hydroxide. Offloading by means of compressed air will not be allowed.

(3.3) All deliveries are to be received at the District office by 10:30 A.M. on the day of the delivery. Deliveries after that time will not be accepted and the supplier shall have no claim for return or extra freight charges.

(3.4) All delivery charges, such as freight charges, trucking charges, licenses, permits and all other cost involved in supplying sodium hydroxide shall be included in the price bid.

(3.5) Deliveries of sodium hydroxide shall be made to various pumping stations throughout the District as required by written or verbal notice from the District. Refusal of delivery to any pumping station shall constitute cause for cancelation of the contract.

## (4.0) MEASUREMENT AND PAYMENT

(4.1) Sodium hydroxide shall be ordered by the District in gallons of **25% solution.** Measurement and payment however shall be made on the basis of the weight of a 76% Na20 content of the solution as determined analytically.

(4.2) The supplier shall furnish with each delivery a certified copy of the analytical determination of the Na20 content for that solution. The supplier shall also provide with the delivery weight certificates of certified weighers showing net weight of the solution delivered.

(4.3) Payment shall be made by the Water District based on the prices per hundred weight of the Na20 content of the solution furnished by the supplier as specified herein based on the minimum number of drops indicated.

## (5.0) AFFIDAVIT OF COMPLIANCE

(5.1) The manufacturer or vendor shall provide an affidavit that the sodium hydroxide furnished under this agreement complies with all requirements of this specification and of all applicable requirements of American Water Works Association Standard B501-75 or of latest revision.

## (6.0) Extension of Contract to Certain Governmental Entities

Pursuant to the authority granted this District under Section 103(16) of the General Municipal Law, the successful bidder must extend the terms and conditions of his contract for "apparatus, material, equipment or supplies" to governmental entities in the Town of Huntington, specifically:

- Town of Huntington (Dix Hills Water District)
- South Huntington Water District

## (7.0) INSURANCE & INDEMNITY

The successful bidder, at its own expense, shall be required to obtain all of the insurance required under the contract documents.

*The failure of the successful bidder to provide the required Insurance Certificate within the aforementioned time period shall render the bid award, at the discretion of the District, null and void.*

GREENLAWN WATER DISTRICT

FOR THE PURCHASE OF

SODIUM HYDROXIDE (LIQUID CAUSTIC SODA)

Proposals will be received until **9:00 a.m.** on **November 18, 2026**

**For supplying 25% solution liquid caustic soda as specified in the following quantities. Contract award to be based on lowest prices averaged over three (3) years.**

**Year One: For One Full Year from the above bid date:**

A. Total delivery 2,000 gallons, one (1) drop
Bid price per gallon _____ ($_____)

B. Total delivery 2,000 gallons, two (2) drops
Bid price per gallon _____ ($_____)

C. Total delivery 2,000 gallons, three (3) drops
Bid price per gallon _____ ($_____)

D. Total delivery 3,000 gallons, one (1) drop
Bid price per gallon _____ ($_____)

E. Total delivery 3,000 gallons, two (2) drops
Bid price per gallon _____ ($_____)

F. Total delivery 3,000 gallons, three (3) drops
Bid price per gallon _____ ($_____)

G. Total delivery 3,500 gallons, one (1) drop
Bid price per gallon _____ ($_____)

H. Total delivery 3,500 gallons, two (2) drops
Bid price per gallon _____ ($_____)

I. Total delivery 3,500 gallons, three (3) drops
Bid price per gallon _____ ($_____)

J. Total delivery 4,000 gallons, one (1) drop
Bid price per gallon _____ ($_____)

K. Total delivery 4,200 gallons, two (2) drops
Bid price per gallon _____ ($_____)

L. Total delivery 4,200 gallons, three (3) drops
Bid price per gallon _____ ($_____)

**<u>Year Two</u>: For One Full Year following the expiration of Year One:**

A. Total delivery 2,000 gallons, one (1) drop
Bid price per gallon _____ ($_____)

B. Total delivery 2,000 gallons, two (2) drops
Bid price per gallon _____ ($_____)

C. Total delivery 2,000 gallons, three (3) drops
Bid price per gallon _____ ($_____)

D. Total delivery 3,000 gallons, one (1) drop
Bid price per gallon _____ ($_____)

E. Total delivery 3,000 gallons, two (2) drops
Bid price per gallon _____ ($_____)

F. Total delivery 3,000 gallons, three (3) drops
Bid price per gallon _____ ($_____)

G. Total delivery 3,500 gallons, one (1) drop
Bid price per gallon _____ ($_____)

H. Total delivery 3,500 gallons, two (2) drops
Bid price per gallon _____ ($_____)

I. Total delivery 3,500 gallons, three (3) drops
Bid price per gallon _____ ($_____)

J. Total delivery 4,000 gallons, one (1) drop
Bid price per gallon _____ ($_____)

K. Total delivery 4,200 gallons, two (2) drops
Bid price per gallon _____ ($_____)

L. Total delivery 4,200 gallons, three (3) drops
Bid price per gallon _____ ($_____)

**<u>Year Three</u>: For One Full Year following the expiration of Year Two:**

A. Total delivery 2,000 gallons, one (1) drop
Bid price per gallon _____ ($_____)

B. Total delivery 2,000 gallons, two (2) drops
Bid price per gallon _____ ($_____)

C. Total delivery 2,000 gallons, three (3) drops
Bid price per gallon _____ ($_____)

D. Total delivery 3,000 gallons, one (1) drop
Bid price per gallon _____ ($_____)

E. Total delivery 3,000 gallons, two (2) drops
Bid price per gallon _____ ($_____)

F. Total delivery 3,000 gallons, three (3) drops
Bid price per gallon _____ ($_____)

G. Total delivery 3,500 gallons, one (1) drop
Bid price per gallon _____ ($_____)

H. Total delivery 3,500 gallons, two (2) drops
Bid price per gallon _____ ($_____)

I. Total delivery 3,500 gallons, three (3) drops
Bid price per gallon _____ ($_____)

J. Total delivery 4,000 gallons, one (1) drop
Bid price per gallon _____ ($_____)

K. Total delivery 4,200 gallons, two (2) drops
Bid price per gallon _____ ($_____)

L. Total delivery 4,200 gallons, three (3) drops
Bid price per gallon _____ ($_____)

This proposal is submitted by:

Company or Firm: _____

Address: _____

By:_____
Name:
Title:

Date: _____

## NON-COLLUSIVE BIDDING CERTIFICATION

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or to any competitor; and

(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 by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal certifies that (s) he has been fully informed regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Attached hereto (if a corporate bidder) is a **certified copy of a resolution** authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

If an individual or partnership, state whether all parties concerned are citizens

of the United States _____ ), if a corporation, State where

incorporated _____).

Dated: _____

_____
(Firm Name or Bidder)

By:_____ _____
(authorized signature)

Title: _____

Address: _____

## IRANIAN INVESTMENT ACTIVITIES 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 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 State Finance Law.

B. A bid shall not be considered for award nor shall any award be made where the condition set forth in paragraph a of this subdivision has 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 therefor. The District may award a bid to a bidder who cannot make the certification pursuant to paragraph "A" of this subdivision on a case-by-case basis if:

(1) The investment activities in Iran were made before the effective date of this section, the investment activities in Iran have not been expanded or renewed after the effective date of this section, and the person 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 this Contract is offered. Such determination shall be made in writing and shall be a public document.

Dated: _____, 2026

_____
(Firm Name or Bidder)

By:_____
(authorized signature)

Title: _____

Address: _____

## CONTRACT

**THIS AGREEMENT** made the _____ day of _____, 2026, by and between _____ with its principal office at _____ (hereinafter referred to as the "Contractor") and _____, an improvement district created and existing pursuant to the provisions of the Town Law of the State of New York, with its principal office at _____, New York, hereinafter called the "District."

### WITNESSETH

WITNESSETH, that the Contractor and the District, in consideration of the premises and of the mutual covenants, considerations and agreements herein contained, agree as follows:

**ARTICLE I – SCOPE OF WORK** -The Contractor agrees to perform all the work necessary to complete the delivery of sodium hydroxide (liquid caustic soda) as set forth herein, in the bid documents and in the specifications, which are incorporated herein by reference, to the same extent as if herein fully repeated and set forth.

**ARTICLE II – THE CONTRACT SUM** - The District shall pay the Contractor and the Contractor agrees to accept, for furnishing sodium hydroxide (liquid caustic soda) at the price set forth in the bid document and to complete this Contract, as shown in the specifications.

**ARTICLE III – INSURANCE & INDEMNITY** -The Contractor shall not commence any work until said Contractor has obtained, and had approved by the District, all of the insurance required under this Contract, as enumerated herein:

(a) Workers Compensation Insurance
(b) New York Disability Benefits Insurance
(c) Comprehensive General Liability Insurance
(d) Automobile Liability Insurance
(e) Umbrella Liability Insurance

The Contractor shall not permit any subcontractor to commence any operations on his/her behalf on the site until satisfactory proof of coverage of the above listed insurances described below has been posted with, and approved by, the District.

(a) Workers Compensation Insurance – The Contractor shall maintain, during the life of this Contract, Statutory Workers Compensation Insurance for all employees employed at the site of the project, and in any case of any work being subcontracted, the Contractor shall require the subcontractor to provide similar Workers Compensation Insurance for all of the subcontractors.

(b) New York Disability Benefits Insurance – The Contractor shall also maintain Statutory New York Disability Benefits Insurance for all qualified employees during the life of the Contract. All Subcontractors shall be required to maintain such coverage for their qualified employees, as well.

(c) Commercial General Liability Insurance – The Contractor shall maintain during the life of this Contract, Commercial General Liability Insurance with limits of liability not less than $1,000,000 each occurrence and $2,000,000 aggregate for bodily injury and property damage for the project, and in any case of any work being subcontracted, the Contractor shall require the subcontractor to provide similar Commercial General Liability Insurance. Such insurance shall be primary/non-contributory over other valid and collectible insurance, include a “Per Project” aggregate endorsement and full Contractual Liability coverage. All Commercial General Liability insurance

policies shall include the interests of the District as additional insured (CG2010 and CG2037 or equivalent additional insured forms are acceptable).

(d) Automobile Liability Insurance – The Contractor shall maintain, during the life of this Contract, Automobile Liability Insurance with limits of liability not less than $1,000,000.00 for bodily injury and property damage for all vehicles used on the project. In any case of any work being subcontracted, the Contractor shall require the subcontractor to provide similar Automobile Liability Insurance. All Automobile Liability insurance policies shall include the interests of the District as additional insureds.

(e) Umbrella Insurance – In addition to the above required insurance, the Contractor and any Subcontractor shall provide and maintain an Umbrella Liability Insurance Policy containing a limit of no less than $5,000,000 for bodily injuries and property damages for the life of this contract. Such insurance shall, at least, provide "following form" coverage for underlying Commercial General and Automobile liability coverage otherwise required in these clauses.

(f) In the absence of adequate compliance to the requirements set forth above in paragraphs (a) through (f) by any subcontractor of the Contractor, the District will require that coverage be provided by the Contractor at the cost of the Contractor.

(g) Hold Harmless Agreement – To the extent allowed by law, the Contractor and any Subcontractor, shall hold the District and H2M ARCHITECTS + ENGINEERS, and any of their employees, agents and/or representatives, harmless from loss including costs of defense resulting from the Contractor's and/or Subcontractor's performance under the terms of this contract.

(h) Insurer Requirements – All insurance provided under the terms of this contract shall be written by insurers licensed by the State of New York and having an A.M. Best Co. financial rating of "A-" or better.

(i) Certificate of Insurance – Prior to the commencement of any work under this contract, the Contractor and any Subcontractor shall file an acceptable Certificate of Insurance with Greenlawn Water District and/or its representatives certifying compliance with all of the above insurance requirements. Such certificate shall provide that the certificate holder will be given no less than 30 days prior notice in the event of cancellation of any policy certified therein or any reduction in certified coverage.

(j) Subrogation - The insurances, with the exception of Workers Compensation and New York State Disability Benefits, shall contain a waiver of subrogation for the District's benefit.

**ARTICLE IV – LABOR LAW -** The Contractor expressly agrees as to comply with all Federal, State and Local Labor Laws that apply hereto.

There shall be no discrimination because of race, creed, color, disability, sex or nationality origin, in the hiring of employees for work under this Contract, whether performed by the Contractor or any subcontractor. Neither shall Contractor nor any subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this Contract on account of race, creed or color.

**ARTICLE V – GROUNDS FOR CANCELLATION AND DISQUALIFICATION** It is understood and agreed, pursuant to the provisions of Section 103-a of the General Municipal Law, that, upon the refusal of a person when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political sub-division thereof, or with any public department, agency or official of any political subdivision thereof to sign a waiver of immunity against subsequent criminal prosecution, or to answer any relevant question concerning such transaction or contract, such

person, and any firm , partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services, five years after such refusal.

**ARTICLE VI – THE CONTRACT DOCUMENTS -** The provisions and conditions contained in the Advertisement for Bids, Information for, and Instructions to Bidders, the Drawings, Specifications and the proposal shall constitute integral parts of this Agreement and, collectively with this Agreement, they shall comprise and be known as the Contract.

**ARTICLE VII – NON-COLLUSION -** All bidders must subscribe and affirm the statement of non-collusion attached hereto as required by Section 103d of the General Municipal Law and submit same with its bid.

**ARTICLE VIII – IRANIAN INVESTMENT ACTIVITIES -** All bidders must subscribe and affirm an Iranian Investment Activities Certification attached hereto and submit same with its bid.

**ARTICLE IX – TERMINATION -** The District may terminate this agreement upon thirty (30) days written notice by certified mail return receipt requested and registered mail at any time during the term (or an extended term) hereof if, in the reasonable opinion of the District, the performance of the Contractor is unsatisfactory, or any provision of this agreement is breached by the Contractor. In the event of such termination during the term hereof, then the Contractor shall be entitled to payment for work performed and products delivered to the effective date of termination, and no sum or sums of money shall thereafter accrue or become payable.

**ARTICLE X – MISCELLANEOUS**

1. The Contractor agrees to complete the work in a manner consistent with industry standards.

2. The Contractor shall have no right or power to assign or sublet this Contract, in whole or in part, nor to assign any right arising or monies due or to become due thereunder.

3. This agreement shall be governed and interpreted under the laws of the State of New York, excluding choice of law principles thereof, and the parties consent to exclusive jurisdiction and venue in the state courts of New York.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the day and year first above written.

Contractor

_____

By:_____
Name:
Title:

District

_____

By: _____

_____