

**2012/13
INVITATION TO BID**

**“CHEMICALS”
FOR USE AT THE CITY’S WASTEWATER TREATMENT PLANT**

The City of Tolleson, Arizona is extending an invitation to bid to supply various chemicals used in the treatment process at the City’s wastewater treatment plant for fiscal year 2012-13 (July 1 2012 – June 30, 2013). Separate bids are requested for each of the following chemicals: Ferric Chloride 40%, Hydrogen Peroxide 27%, Magnesium Hydroxide 63%, Chlorine 99.5%, Sodium Bisulfite 38%, Calcium Thiosulfate 25% and Polymer¹. Each chemical shall be bid separately and submitted according to the requirements in the Bid Packet specific to each chemical.

Sealed bids will be received at the City of Tolleson Wastewater Treatment Plant, Administrative Building, 9501 W. Pima Street, Tolleson, Arizona 85353, until 11:00 AM/M.S.T., June 15, 2012. Those interested in placing a bid are required to obtain and comply with the Bid Packet for each specific chemical. Bid Packets may be obtained at that above location, or requested by phone at (623) 936-3381, or by contacting dtyler@tollesonaz.org between 7:00 AM to 3:00 PM, Monday – Friday.

¹Polymer performance testing is required prior to placing a bid and must be completed by June 13, 2012 for bid to be considered. Prospective Bidders should contact blucero@tollesonaz.org or call (623) 936-3381 not later than June 6, 2012 to arrange performance testing date.

Notice Given By: Crystal Zamora
Tolleson Deputy City Clerk
Thursday, May 17, 2012

Published in the Arizona Business Gazette
Thursday, May 24, 2012
Thursday, May 31, 2012



City of Tolleson

2012/13

Specifications and Bid Information For Calcium Thiosulfate 25%

For The Wastewater Treatment Plant

Bid Closing Date: June 15, 2012 11:00 A.M. (MST)

Note: Questions concerning these Specifications and Bid Information should be directed to the City of Tolleson.

**Kenneth L. Hinch Sr.
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Fax – (623)-352-0053
Email – khinch@tollesonaz.org**

Scope

The City dechlorinates its final effluent, chemically, at the City of Tolleson Wastewater Treatment Plant. One of the chemicals that may be used to dechlorinate the effluent is Calcium Thiosulfate. Therefore, Calcium Thiosulfate purchased under the specifications in this document is intended for use as a dechlorinating agent at the City of Tolleson Wastewater Treatment Plant.

The City seeks to obtain competitive Bids for the purchase of this product for use during time periods when the City elects to use this chemical in place of other chemicals, or in conjunction with other chemicals, and/or other methods of dechlorination. The election to use this chemical or not use this chemical for the aforementioned purpose and the quantity that may be used is at the sole discretion of the City of Tolleson. Therefore, the City seeks to obtain competitive Bids to purchase 25% Calcium Thiosulfate on an as needed basis and is requiring a fixed price for any quantity ordered during the term of the contract.

General

1. Before submitting a Bid, each Bidder shall examine these instructions and the specifications contained herein and should be familiar with the site and chemical storage facilities.
2. For a Bid to be considered responsive, the Bidder shall submit, a sealed Bid, per the Invitation to Bid and per the instructions set forth in the Specifications and Bid Information document, including all information that has been requested. By submitting a Bid, the Bidder affirms all the terms and conditions set forth herein.
3. Should any omission or ambiguities in the specifications and/or instructions be discovered by the Bidder during the examination of the documents, it should be immediately brought to the attention of the City's authorized representative or his designatee, but not later than seven (7) days before the Bid opening date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum issued.
4. This document (2012 Specifications and Bid Information - Calcium Thiosulfate 25%) consists of 13 pages, including the cover page.

Contract and Contract Period

Upon written notification from the City that the bidder's offer (the bid) has been approved by the City Council, the successful bidder shall be considered as having entered into a contract with the City to supply the materials, goods, and/or services offered in the bid. The contract documents consist of this document (2012/13 Specifications and Bid Information – Calcium Thiosulfate); the Invitation to Bid; all addenda issued prior to the

bid closing date/time of bid, the bidder's offer (the bid), the City's letter notifying the bidder of acceptance of the bid, and a Purchase Order, signed by the procurement officer.

The contract will be for a period of one (1) year, beginning at the time notification as the successful bidder is acknowledged by the bidder and will automatically terminate at the end of the 2012/2013 fiscal year, ending June 30, 2013. During the term of this contract the bidder agrees and commits to supply the goods, materials and/or service for the full term of the contract at the price bid, without increase.

If any conflict shall become evident between the provisions or stipulations as stated or as required by this document and the bidder's bid documents; then, unless expressly and specifically agreed to in writing by the City's authorized representative, the "2012/13 Specifications and Bid Information" document shall prevail.

Submitting a Bid

1. Bidder shall include in their Bid, two (2) original, signed copies of their Bid.
2. Bidder must include in the following information in the Bid.
 - A. A statement that return freight on all containers is collect, and paid by vendor
 - B. A statement of standard operating procedures for bin returns including restrictions, if any.
 - C. A statement describing the container(s) that would be sent to fulfill all orders, including construction & capacity (in gallons).
 - D. Minimum ordering quantities or other restrictions.
 - E. Expected delivery time from placement of an order.
3. Bidder shall submit a single Bid; alternate Bids will be rejected.
4. The Bid Price for Calcium Thiosulfate shall be F.O.B. the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353; and shall reflect the "Total Delivered Price", including all applicable Federal, State, Use or other taxes, fees, surcharges, fuel charges, transportation, and any labor and equipment costs for the actual product, delivered to the TWWTP.
5. On the first page of the Bid, the Bidder shall clearly show the total offering price (Bid Price) in terms of - **Price Per Gallon** of the product bid. (This is the total delivered price, as described above in this section). That price shall be valid for any and all quantities ordered during the term of the contract, regardless of type or size of container or delivery method.
6. The bid price shall be valid for the full term of the contract and shall not be subject to increase.
7. Bids submitted in terms of price per dry ton, or other units may be considered as not responsive bid.

8. In the Bid, the Bidder shall clearly show the breakout for all applicable tax(es), listing the State, County or other entities that taxes will be paid to, the type of tax and the tax rate of each that apply. The Bidder shall include the following statement “Any and all applicable taxes are included in the Total Delivered Price and said taxes will be paid by (Insert Name of Bidder’s Company)”.
9. Certain technical or consultation services, as may be requested during the life of the contract, which pertain to the use, application, or training on the product shall be provided by the Bidder. Such consultative services shall be included as part of the bid price.
10. The City expects conformance to all of the conditions as specified herein and does not anticipate nor expect that any exceptions will be taken. The City, may, at its sole discretion, consider any Bid in which the Bidder has taken exception on page 2 of the Bid, as that Bid being non-responsive when such exception(s) taken serves to alter or change a stipulation or condition specified herein. The City reserves the right, by its sole judgment, to determine whether any such exception being taken conforms to the specifications. And, further, reserves the right to determine whether any such exception taken is significant or insignificant and to proceed with making a decision that best serves the interests of the City.
11. If the Bidder takes exception to any provision, stipulation, condition or requirement contained in this document (2012/13 Specifications and Bid Information – Calcium Thiosulfate), then the exception(s) taken shall be included in the Bid by listing each exception. All exceptions taken shall appear collectively in one section, beginning on page two of the Bid. The Bidder shall provide a written, detailed explanation, describing the basis for each exception taken and, if applicable; state a remedy for the contention. If additional pages are required, they shall immediately follow page two.
12. The absence of any “Exceptions Taken” statement being included in the bid will be considered as no exceptions taken by the Bidder.
13. Any conflict that is noted between any element contained in a Bid and a provision, stipulation, condition or requirement specified in this document that was not listed as being an exception taken on page two of the Bid, shall be considered to be a misnomer on the part of the Bidder. Such misnomers may be regarded by the City as being the Bidder’s intent to actually comply and conform to specifications herein. Any stipulations or condition expressed by a Bidder in their Bid, that is not acknowledged by the City’s authorized representative, in writing, as being a new condition that is acceptable to the City, will be considered to be null and of no affect and not part of the terms of the contract.
14. The Bid shall include a complete MSDS for the product(s) being offered. In conformance with the GHS Standards, recently adopted by OSHA, the Bidder shall include in the Bid or immediately upon acquiring said information, but not later than November 1, 2013; Safety Data Sheets, Label information and Hazard Classification for their product(s).

15. The Bid shall include an exhibit, delineating the weight of the product at various concentrations and any formulas used by the Bidder in converting that weight to gallons.
16. The Bid shall include information on the reportable spill quantity for the product, pertinent reporting information, and cleanup procedures, including material and supplies that are needed to have on-site.
17. The bid shall include the size (in gallons) of the tankers to be used in making bulk and/or mini-bulk deliveries of product. Include the smallest as well as the largest tanker sizes available for deliveries.
18. The Bidder shall include a statement from their company policy or from the company policy of the Bidder's Agent (the company contracted by the bidder to transport the product to the TWWTP), the minimum amount of product (in gallons) that can be safely transported in each bulk and/or mini-bulk tanker.
19. By placing a Bid, the Bidder agrees to the terms and conditions as stated in the Invitation to Bid, and the 2012/13 Specifications and Bid Information – Calcium Thiosulfate, and all addenda (if any) issued prior to the Bid closing date/time).
20. In order for a Bid to be considered it must be received by the Department in a sealed, opaque envelope, prior to the advertised bid closing date and time. The envelope shall bear on the outside, the Bidder's name (name of business) and a return address and shall be clearly labeled "**CALCIUM THIOSULFATE – BID**". The Bid shall either be sent by mail (e.g. U.S. mail, Fed Ex etc.) or hand delivered.
21. Faxed Bids or emailed Bids are not acceptable and will be rejected.
22. Bids that are mailed should be sent to the following address, which is the mail box location for the Utilities Department at City Hall:

City of Tolleson
Wastewater Treatment Plant
Attn: Mr. Mark Berrelez
9555 W. Van Buren Street
Tolleson, AZ 85353
23. For bids that are mailed, the bid is considered as having been "received" by the Department only after a representative, designated by the City's authorized representative takes possession of the bid. Note: The date of Post Marking will not be considered. The City is not liable for lost, stolen, late or misdirected mail.
24. For Bids that are hand delivered to Department, the bid is considered as having been "received" by the Department only after a representative, designated by the City's authorized representative takes possession of the bid. The plant is located

at the south west corner of 91st Avenue and Buckeye Road. About ¼ mile south of Buckeye Road and about ¼ mile west off of 91st Avenue.

City of Tolleson
Wastewater Treatment Plant
Utilities Department, Administration Office
9501 W. Pima Street
Tolleson, AZ 85353

25. The Utilities Department/Administrative Office hours are 7:00 am to 3:00 pm Monday – Friday, and closed weekends, Holidays and off hours. Info Line: (623) 936-3381
26. Please note: The Field Operations Department shares the wastewater campus with the Utilities Department, so there two (2) separate administrative offices. The Administrative Office for the Wastewater Department is the building nearest to the flag pole. Hand delivered bids will not be accepted at the Field Operation Administrative Office.
27. It is the responsibility of the Bidder to submit their Bid on time. No Bids will be received after the closing date and time. The bidding is considered to be closed one second after the stated closing time (official U.S. Time). The bidder assumes any and all risks for the chosen method to deliver their Bid.
28. Bids received after the advertised closing date/time, will not be considered.

TAXES

The City of Tolleson is a tax paying entity. All applicable (e.g. Federal, State, Local, Sales, Use, Environmental and other taxes) shall be included in the Bid Amount. The Bidder agrees to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to the same. The Bidder further agrees to indemnify and save harmless the City of Tolleson of and from any and all claims and demands made against it by virtue of the failure on the Bidder or any subcontractor to comply with the provision of any or all said laws and amendments. Additionally, the Bidder must itemize (break out the tax) and show these taxes in the Bid and on each invoice submitted to the City for payment.

Fuel Surcharges

Bidders should carefully consider any and all fuel costs to manufacture, transport/deliver their product and for the returning of totes or containers after use. These costs are considered as being an integral part of the bid price of the product(s) for the full term of the contract. The bid instructions do not make allowance for the adding of fuel surcharges during the term of the contract. The successful Bidder will be required to

honor their bid price for the term of the contract, without price modification or adding fuel surcharges.

Quantities

Unless otherwise stated in this “2012/13 Specifications and Bid Information – Calcium Thiosulfate” document, the City of Tolleson will, during the contract period, make all purchases for Calcium Thiosulfate, used to dechlorinate the treated plant effluent, exclusively from the successful Bidder. The Bidder is obligated to supply the quantity which the City of Tolleson may require for its operation. Any quantities stated herein that may be discussed are provided as a general guide only. The actual quantities ordered, if any, may be more or less. The Bidder shall cooperate with the City of Tolleson in supplying any quantity that is needed or requested.

The City understands that placing orders which are less than the full volumetric capacity of a bulk carrier, may, but not necessarily in all cases, have an impact on costs. Nonetheless, the usage rate and storage capacity for a given chemical at the TWWTP may require that the Bidder ship its product at less than the full capacity of its bulk carrier, or mini-bulk carrier. Therefore, the Bidder shall consider potential cost impacts and incorporate such costs into their fixed Bid Price. The City will, as much as practical, be cognizant of this potential cost impact and will endeavor, without any guarantee what-so-ever, to make this consideration when placing orders.

The City requests that the Bid Price be a fixed price for any quantity ordered by the City during the term of the contract. Bid offers that contain restrictions (require that a minimum quantity be ordered) or have tiered pricing (price varies with quantity ordered) may be rejected. Restrictions that may present a logistical complication to the efficient or effectual operation of the facility, in the City’s sole judgment, may be cause for the rejection of a Bid.

The City of Tolleson Wastewater Treatment Plant presently has a dedicated dechlorination facility at the TWWTP which consists of one (1) heated, 6,000 gallon chemical storage tank, two chemical feed pumps and pump controls.

Normal deliveries of Calcium Thiosulfate should be made within 48 hours from the placement of an order. The quantity ordered per each shipment will be determined by the City at the time the order is placed. In the event that product is required to satisfy an emergency need, the Bidder shall, make every effort to deliver such quantities (whether by bulk, mini-bulk or other container) as may be necessary to satisfy an impending or immediate need.

The City of Tolleson reserves the right to use other methods and chemicals or products to dechlorinate the treated effluent or to switch to an alternate means of disinfection during the term of the contract. The City guarantees no minimum quantity will be purchased during the contract period. The City of Tolleson may make purchases of Calcium Thiosulfate from other vendors if Bidder cannot meet Tolleson’s delivery requirements or desired quantities.

The City shall have the right to reject, and not be charged for any quantity of product delivered to the site which is in excess of the quantity ordered. The City shall not be charged for any amount of product that is unable to be unloaded from the tanker due to physical conditions (e.g. the slope of the ground) or mechanical conditions (e.g. remaining contents in the tanker not able to be pumped or otherwise unloaded).

Determining/Measuring the Quantity Unloaded

The City and the Bidder shall develop a mutually agreeable method of determining the actual gallons unloaded to the City's Calcium Thiosulfate storage tank(s). Regardless of the means used to determine the actual gallons unloaded, a copy of the weight ticket must be provided to the City, at time of delivery, for each order. The percent concentration and the per gallon weight of each delivered load shall be provided to the City. The City has a certified scale at the TWWTP and if requested, the Bidder will use this scale before and after each delivery.

The actual quantity of product unloaded to the storage tank(s) at the TWWTP shall be determined by one of the following methods:

(1) by readings obtained from a flow meter on the tanker which the calibration has been certified and displays the readings in gallons. The meter reading shall be recorded by TWWTP personnel before and after unloading and; or

(2) by using the level indicator on the storage tank(s) (measured in feet and converted to gallons) and subtracting the tank level before unloading from the tank level after unloading, converted to gallons. The readings shall be recorded by TWWTP personnel before and after unloading; or

(3) by calculating the number of gallons unloaded to the City's storage tank(s), based on the weight per gallon of product and the net weight of product actually unloaded to the storage tank(s). The tanker truck shall be weighed on the scale at the treatment plant before unloading, then again, after unloading. The following calculation will be made to determine the gallons unloaded: The total weight of the tanker immediately after unloading the product shall be subtracted from the total weight of the tanker immediately prior to unloading. The resultant net weight of the product, representing the amount, in lbs. that was unloaded, will be divided by the per gallon weight of the product to determine the total gallons to be invoiced. The readings of all weight scale measurements shall be recorded by TWWTP personnel and a copy provide to the Bidder's agent; or

(4) by an alternate method as may be agreed to by the Bidder and the City.

The City reserves the right to use any of the methods described above to make an assessment of the quantity delivered or unloaded or to reject any method that may currently be in use. Method three (3), described above shall be a default method.

Quality

Calcium Thiosulfate shall be supplied as an aqueous solution having a concentration of 25% (+/- 2%). Regular analysis shall be performed on the product to maintain quality control and assure that the product delivered to the City shall remain within the following ranges: Iron (as Fe) < 5 ppm; Heavy Metals (as Pb) < 5 ppm; Specific Gravity 1.20 – 1.32; ph @ 1% solution @ 70° F not less than 6.0 nor greater than 8.0; CaS₂O₃ between 23.0% - 27.0%. As an overriding factor, regardless of any specification stated herein, the product shall not contain compounds or elements or minerals in such concentrations as to cause or contribute to an effluent limitation in one of the facilities permits to be exceeded.

The supplier shall initially, and as requested, provide analysis and documentation of all trace metals and compounds that exist in the Calcium Thiosulfate solution. The supplier shall also indicate typical ph of the solution.

Product being delivered to the facility having a concentration of less than 23% or greater than 30% solution, by weight, of Calcium Thiosulfate shall be considered unacceptable and not in conformance with the terms of the contract. In no case shall product in excess of 30% solution, by weight, of anhydrous Calcium Thiosulfate be delivered to the facility. Product not meeting the specifications as outlined in this document, if known at the time of delivery, is cause for rejecting the delivery, without any additional cost to the City.

Technical Services

In the event of an issue regarding the performance of the product supplied, the Plant Superintendent may request and the Bidder supply, at no additional cost to the City of Tolleson, on-site technical services and/or consultations. Such technical services shall not exceed 10 calendar days per fiscal year.

Shipping, Receiving and Unloading

The Bidder or the Bidder's agent (the bulk delivery service or carrier contracted by the Bidder to deliver and unload the product on behalf of the Bidder) shall deliver to the Tolleson WWTP, where the Bidder or the Bidder's agent will unload the actual product to the designated Calcium Thiosulfate storage tank(s).

The Bidder or the Bidder's agent shall follow the delivery schedule as specified in the "Time of delivery" section of this document. Upon arrival at the TWWTP, the transport driver shall first check in at the admin office. The driver shall then wait to be directed by TWWTP operations personnel to the designate Calcium Thiosulfate tank(s) where the product is to be unloaded. At this time the meter reading at the tanker truck or level reading at the tank(s), will be taken or the tanker truck weighed on the plant scale, unless an alternate measuring mechanism has been established between the Bidder and the City.

The Bidder's personnel or the Bidder's agent that delivers and unloads the product shall not fill beyond the designated fill point, nor overfill any storage tank(s) owned by the

City while transferring the product from the delivery vessel to the City's storage tank(s). The delivery/unloading personnel shall follow all instructions issued to them by TWWTP personnel. The personnel performing the unloading of the product shall immediately cease the unloading operation if instructed to do so by TWWTP personnel.

By placing a Bid the Bidder agrees to abide by the City of Tolleson safety requirements and will make every effort to prevent overfilling the primary storage vessel when making deliveries. The Bidder's personnel or the Bidder's agent that transports and unloads the product shall be trained, knowledgeable and competent in the safe transportation, delivery and unloading of the product. These personnel shall have had safety training specific on the product being delivered and shall follow all company safety procedures. All equipment necessary to ensure the safe delivery and unloading of the product shall be supplied and used by the personnel unloading the product during each delivery. The Bidder shall ensure that these personnel have been trained in emergency response procedures specific to the product, its delivery and unloading at the TWWTP, and shall implement those procedures in the event of a mishap.

The City of Tolleson reserves the right to refuse or delay delivery or to limit the amount to be unloaded at the time of delivery. The City of Tolleson will not be liable to pay demurrage for any reason. The Bidder shall supply Calcium Thiosulfate within a lead time of forty eight (48) hours of when the order is placed. The Bidder shall utilize tanker trucks to deliver the quantity of product ordered by the City, unless otherwise approved or requested in advance by the City. Multiple, deliveries using mini-tank delivery trucks to fulfill larger orders (orders of 3,000 or more gallons) are not acceptable, except under emergency conditions. Supplying the product in drums or tote bins or other containers is not acceptable unless specifically requested or in the event of an emergency.

Tanker trucks shall meet all applicable State and Federal requirements and shall arrive in good working condition, equipped with unloading hose with a three (3) inch, cam lock connection and all other fittings, tools and materials required to ensure the safe, compatible, connection and transfer to the City of Tolleson's chemical storage tank(s). The delivery trucks will be equipped with its own air compressor to unload and vacuum, if necessary, to clear the unloading hose.

Time of Delivery

The Bidder must assure the ability and commitment to deliver a continuous supply of product to the City of Tolleson Wastewater Treatment Plant. Unless approved in advance, deliveries shall be from 6:00 A.M. to 2:00 P.M., Monday through Friday. Deliveries shall not be made on Saturdays, Sunday or Holidays, unless requested by the City of Tolleson. The Bidder shall, if requested by the City of Tolleson, develop a delivery schedule that shall be followed during the course of this contract, unless revision is made or approved by the City.

If the Operational requirements of the TWWTP dictate, the City of Tolleson may elect to change the bidder's delivery schedule. Should the Bidder be unable to comply with the delivery schedule or fail to keep the City of Tolleson in continuous supply of product (i.e.

the TWWTP runs out of product as a result of a lapse in delivery of product, untimely delivery of product) or fail to satisfy an emergency need for product at the TWWTP; then the TWWTP Superintendent reserves the right to obtain the required product from any source without any breach of contract and without waving or voiding any of the terms and conditions of this contract.

Payment and Method of Purchasing

A blanket P.O. will be issued for the fiscal year at the time the bid is awarded. The total amount stated on the P.O. provided by the City shall be considered as an “Not to Exceed Amount”. Any unspent funds remaining on the P.O. at the end of the fiscal year (the end of the contract term) shall not be misconstrued as an obligation or commitment on the part of the City to place additional orders or to otherwise make purchases up to the total amount stated on the P.O. The City guarantees no minimum quantity will be purchased, regardless of amount specified on the P.O. during the term of the contract.

If the contract is for a three (3) year, annually renewable contract; then upon renewal of the contract at the beginning of the new fiscal year, if renewed, a new purchase order may be issued anytime before the first order, but after the close of the previous fiscal year. The contract period, whether it is one (1) year or three (3) year, renewable annually, is specified in the “Contract and Contract Period” section in this document.

Payment will be made for individual shipments after receipt of a invoice from the bidder. The invoice must break out any and all applicable tax from the total price and show as a separate item on the invoice. However, the invoice total must reflect the total delivered price.

The City shall not be charged for any amount of product that cannot be unloaded into the City’s storage tank(s) or is otherwise unable to be unloaded.

Cooperation

The Bidder and the City of Tolleson personnel will cooperate closely in scheduling and resolving any service or product related issues. Should an unacceptable situation develop with respect to goods or service in the opinion of the Plant Superintendent, or there be a decline in the effectiveness of the product supplied; the following steps will initiated by the city: The plant superintendent or his authorized representative shall notify the Bidder of the problem, giving the Bidder the opportunity to correct the deficiency(s). For issues that do not critically impact the operations or hinder the compliance with a permit or regulation, then the Bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the Superintendent.

For issues that may adversely impact plant operations, hinder or lead to the non compliance with a permit or regulation; upon verbal notification the Bidder shall immediately correct any all deficiencies deemed critical by the plant superintendent. If the Bidder is unable or unwilling to correct the problem(s) to the satisfaction of the plant

superintendent within the allotted time frame (within 24 hours or sooner for critical items or by the end of the 10 day period for all other deficiencies); then the city may obtain the product or service from another vendor until such time as the noted deficiency(s) is corrected. If the problem remains uncorrected at the end of the 10 day period, then the city controller may notify the Bidder, in writing, that the contract will be terminated

Nothing contained herein shall preclude the City from purchasing a similar or different product, at will, and at any time during the life of the contract, so long as such purchases are not for the identical product, except that an identical product or service may be purchased under the conditions expressed in this document.

Upon written notification of any unsatisfactory condition, the bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the City. If a satisfactory solution has not been made by the end of that period, the City Controller may, with the advice from the Department, may notify the bidder in writing that the contract will be considered annulled in an additional 20 calendar days. The City may then solicit new bids at its sole discretion.

City's Authorized Representative

The City's authorized representative is the Utilities Director or in his absence, the Superintendent Wastewater Utilities. Other officials of the City of Tolleson, whether elected or not elected, when necessary, shall also be considered as authorized representatives.

Method of Award

The successful Bidder will be determined on the basis of the lowest responsive and responsible bid and other pertinent considerations. The City of Tolleson reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to award the bid which in the City's sole judgment best serves the interests of the City.

After the bid opening the results will be evaluated by operations staff and make a recommendation to plant management. Plant management will then consider this recommendation, including any pertinent information, and make recommendation to the City Council concerning a vendor to supply Calcium Thiosulfate to the City of Tolleson Wastewater Treatment Plant for the next fiscal year.

Notice of Award

The City Council, upon considering the Department's recommendation for awarding the bid, will approve or deny other act as they deem in the best interest of the City. If the City Council concurs with and approves a recommendation to award the bid, the successful bidder will receive a notification letter from the Wastewater Division of the

Utilities Department. The letter will contain a blanket purchase order for fiscal year 2012/13. Orders may be placed immediately by the Department upon issuance of an approved P.O. to the vendor. Please Note: The amount on the purchase order is a not to exceed amount, or maximum amount that may be purchased during the fiscal year from the successful Bidder. The City does not guarantee a minimum amount to be purchased or that any amount or quantity will be purchased during the term of the contract.

Interim Purchases

Nothing in this bid information and specifications document shall preclude the City's right to follow the City's procurement code in making small purchases, from any vendor. Such may occur, but is not limited to purchases made on an emergency basis, or at the end of a fiscal year and before a new contract has been awarded, or at other times that the City is not under contract.



City of Tolleson

2012/13

Specifications and Bid Information For Liquid Chlorine (99.5%)

For The Wastewater Treatment Plant

Bid Closing Date: June 15, 2012 11:00 A.M. (MST)

Note: Questions concerning these Specifications and Bid Information should be directed to the City of Tolleson.

Kenneth L. Hinch Sr.
Telephone – (623)-478-8742
Fax – (623)-352-0053
Email – khinch@tollesonaz.org

Scope

The Liquid Chlorine purchased under these specifications is intended for use as a disinfectant chemical at the City of Tolleson Wastewater Treatment Plant. The bid price for the Liquid Chlorine shall be F.O.B. to the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353, and shall include all taxes, fees, surcharges, labor to transport, transportation fees and delivery the actual product to the designated point at the facility where the bidder or the carrier (delivery service provide by the bidder) will be assisted by a City of Tolleson employee to unload the one ton containers from the TWWTP overhead hoist.

The successful bidder will deliver the product using a flat bed truck with a bed side height of no higher than 58 “.The bid shall be submitted in terms of price per pound and shall not be subject to increase during the term of the contract. The bid price should also include the cost to supply lead washers for the facilities vacuum regulator to container connection, typically one washer per container. Certain technical or consultation services, as may be requested during the life of the contract, which pertain to the use, application, or training on the product shall be included as part of the bid price.

General

1. Before submitting a Bid, each Bidder shall examine these instructions and the specifications contained herein and should be familiar with the site and chemical storage facilities.
2. For a Bid to be considered responsive, the Bidder shall submit, a sealed Bid, per the Invitation to Bid and per the instructions set forth in the Specifications and Bid Information document, including all information that has been requested. By submitting a Bid, the Bidder affirms all the terms and conditions set forth herein.
3. Should any omission or ambiguities in the specifications and/or instructions be discovered by the Bidder during the examination of the documents, it should be immediately brought to the attention of the City’s authorized representative or his designatee, but not later than seven (7) days before the Bid opening date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum issued.
4. This document (2012/13 Specifications and Bid Information – Liquid Chlorine) consists of 10 pages, including the cover page.

Contract and Contract Period

Upon written notification from the City that the bidder’s offer (the bid) has been approved by the City Council, the successful bidder shall be considered as having entered into a contract with the City to supply the materials, goods, and/or services offered in the bid. The contract documents consist of this document (2012/13 Specifications and Bid

Information – Chlorine); the Invitation to Bid; all addenda issued prior to the bid closing date/time of bid, the bidder’s offer (the bid), the City’s letter notifying the bidder of acceptance of the bid, and a Purchase Order, signed by the procurement officer.

The contract will be for a period of one (1) year, beginning at the time notification as the successful bidder is acknowledged by the bidder and will automatically terminate at the end of the 2012/2013 fiscal year, ending June 30, 2013. During the term of this contract the bidder agrees and commits to supply the goods, materials and/or service for the full term of the contract at the price bid, without increase.

If any conflict shall become evident between the provisions or stipulations as stated or as required by this document and the bidder’s bid documents; then, unless expressly and specifically agreed to in writing by the City’s authorized representative, the “2012/13 Specifications and Bid Information” document shall prevail.

Submitting a Bid

1. Bidder shall include in their Bid, two (2) original, signed copies of their Bid.
2. Bidder must include in the following information in the Bid.
 - A. A statement that return freight on all containers is collect, and paid by vendor
 - B. A statement of standard operating procedures for bin returns including restrictions, if any.
 - C. Minimum ordering quantities or other restrictions.
 - D. Expected delivery time from placement of an order.
3. Bidder shall submit a single Bid; alternate Bids will be rejected.
4. The Bid Price for Chlorine shall be F.O.B. the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353; and shall reflect the “Total Delivered Price”, including all applicable Federal, State, Use or other taxes, fees, surcharges, fuel charges, demurrage charges, transportation (including the returning of empty totes or containers back to the manufacturer after use), and any labor and equipment costs for the actual product, delivered to the TWWTP.
5. On the first page of the Bid, the Bidder shall clearly show the total offering price (Bid Price) in terms of - **Price Per Pound** of the product bid. (This is the total delivered price, as described above in this section). That price shall be valid for any and all quantities ordered during the term of the contract, regardless of type or size of container or delivery method.
6. The bid price shall be valid for the full term of the contract and shall not be subject to increase.
7. Bids submitted in terms of other units (e.g. price per dry ton, etc.) may be considered as not responsive bid.

8. In the Bid, the Bidder shall clearly show the breakout for all applicable tax(es), listing the State, County or other entities that taxes will be paid to, the type of tax and the tax rate of each that apply. The Bidder shall include the following statement “Any and all applicable taxes are included in the Total Delivered Price and said taxes will be paid by (Insert Name of Bidder’s Company)”.
9. Certain technical or consultation services, as may be requested during the life of the contract, which pertain to the use, application, or training on the product shall be provided by the Bidder. Such consultative services shall be included as part of the bid price.
10. The City expects conformance to all of the conditions as specified herein and does not anticipate nor expect that any exceptions will be taken. The City, may, at its sole discretion, consider any Bid in which the Bidder has taken exception on page 2 of the Bid, as that Bid being non-responsive when such exception(s) taken serves to alter or change a stipulation or condition specified herein. The City reserves the right, by its sole judgment, to determine whether any such exception being taken conforms to the specifications. And, further, reserves the right to determine whether any such exception taken is significant or insignificant and to proceed with making a decision that best serves the interests of the City.
11. If the Bidder takes exception to any provision, stipulation, condition or requirement contained in this document (2012/13 Specifications and Bid Information - Chlorine), then the exception(s) taken shall be included in the Bid by listing each exception. All exceptions taken shall appear collectively in one section, beginning on page two of the Bid. The Bidder shall provide a written, detailed explanation, describing the basis for each exception taken and, if applicable; state a remedy for the contention. If additional pages are required, they shall immediately follow page two.
12. The absence of any “Exceptions Taken” statement being included in the bid will be considered as no exceptions taken by the Bidder.
13. Any conflict that is noted between any element contained in a Bid and a provision, stipulation, condition or requirement specified in this document that was not listed as being an exception taken on page two of the Bid, shall be considered to be a misnomer on the part of the Bidder. Such misnomers may be regarded by the City as being the Bidder’s intent to actually comply and conform to specifications herein. Any stipulations or condition expressed by a Bidder in their Bid, that is not acknowledged by the City’s authorized representative, in writing, as being a new condition that is acceptable to the City, will be considered to be null and of no affect and not part of the terms of the contract.
14. The Bid shall include a complete MSDS for the product(s) being offered. In conformance with the GHS Standards, recently adopted by OSHA, the Bidder shall include in the Bid or immediately upon acquiring said information, but not

later than November 1, 2013; Safety Data Sheets, Label information and Hazard Classification for their product(s).

15. The Bidder shall include a statement from their company policy or from the company policy of the Bidder's Agent (the company contracted by the bidder to transport the product to the TWWTP), the minimum amount of product (in gallons) that can be safely transported in each bulk and/or mini-bulk tanker.
16. By placing a Bid, the Bidder agrees to the terms and conditions as stated in the Invitation to Bid, and the 2012/13 Specifications and Bid Information - Chlorine, and all addenda (if any) issued prior to the Bid closing date/time).
17. In order for a Bid to be considered it must be received by the Department in a sealed, opaque envelope, prior to the advertised bid closing date and time. The envelope shall bear on the outside, the Bidder's name (name of business) and a return address and shall be clearly labeled "**CHLORINE – BID**". The Bid shall either be sent by mail (e.g. U.S. mail, Fed Ex etc.) or hand delivered.
18. Faxed Bids or emailed Bids are not acceptable and will be rejected.
19. Bids that are mailed should be sent to the following address, which is the mail box location for the Utilities Department at City Hall:

City of Tolleson
Wastewater Treatment Plant
Attn: Mr. Mark Berrelez
9555 W. Van Buren Street
Tolleson, AZ 85353
20. For bids that are mailed, the bid is considered as having been "received" by the Department only after a representative, designated by the City's authorized representative takes possession of the bid. Note: The date of Post Marking will not be considered. The City is not liable for lost, stolen, late or misdirected mail.
21. For Bids that are hand delivered to Department, the bid is considered as having been "received" by the Department only after a representative, designated by the City's authorized representative takes possession of the bid. The plant is located at the south west corner of 91st Avenue and Buckeye Road. About ¼ mile south of Buckeye Road and about ¼ mile west off of 91st Avenue.

City of Tolleson
Wastewater Treatment Plant
Utilities Department, Administration Office
9501 W. Pima Street
Tolleson, AZ 85353

22. The Utilities Department/Administrative Office hours are 7:00 am to 3:00 pm Monday – Friday, and closed weekends, Holidays and off hours. Info Line: (623) 936-3381
23. Please note: The Field Operations Department shares the wastewater campus with the Utilities Department, so there two (2) separate administrative offices. The Administrative Office for the Wastewater Department is the building nearest to the flag pole. Hand delivered bids will not be accepted at the Field Operation Administrative Office.
24. It is the responsibility of the Bidder to submit their Bid on time. No Bids will be received after the closing date and time. The bidding is considered to be closed one second after the stated closing time (official U.S. Time). The bidder assumes any and all risks for the chosen method to deliver their Bid.
25. Bids received after the advertised closing date/time, will not be considered.

TAXES

The City of Tolleson is a tax paying entity. Bidders are required to charge and include in their bid any and all taxes (i.e. Federal, State, County, Local, Use and environmental taxes) as may be applicable, with respect to providing goods, materials and/or services. Additionally, the bidder must itemize and show these taxes on each invoice sent to the City for payment.

Fuel Surcharges

Bidders should carefully consider any and all fuel costs to manufacture, transport/deliver their product and for the returning of totes or containers after use. These costs are considered as being an integral part of the bid price of the product(s) for the full term of the contract. The bid instructions do not make allowance for the adding of fuel surcharges during the term of the contract. The successful Bidder will be required to honor their bid price for the term of the contract, without price modification or adding fuel surcharges.

Quantities

Unless otherwise stated in this “2012/13 Specifications and Bid Information - Chlorine” document, the City of Tolleson will, during the contract period, make all purchases for Liquid Chlorine exclusively from the successful Bidder. The Bidder is obligated to supply the quantity(s) which the City of Tolleson may require for its operation. Any quantities stated herein or as otherwise may be discussed are provided as a general guide only. The actual quantities ordered, if any, may be more or less. The Bidder must state all restrictions, if any, in their bid, including minimum or maximum quantities per each delivery.

Any restriction that may present a logistical complication to the efficient or effectual operation of the facility, in the City's sole judgment, may be just cause to reject the bidder's bid.

A decline in effectiveness of the product shall be cause for contract cancellation as provided for herein. The City of Tolleson reserves the right to use other methods and chemicals or products for a disinfectant during the course of the contract, which may or may not affect the quantity of Liquid Chlorine containers purchased. The City guarantees no minimum quantity will be purchased. The City of Tolleson may make purchases from other vendors if bidder cannot meet Tolleson's delivery requirements or desired quantities. The bidder agrees to supply technical services pertaining to the use of Liquid Chlorine as ordered by the City of Tolleson during the term of this contract.

Quality

Liquid Chlorine shall be supplied as one ton containers with the top discharge valve on the containers pointing to the right when facing the valve. Product not meeting the specifications as outlined in this document, if known at the time of delivery, is cause for rejecting the delivery, without any additional cost to the City.

Technical Services

In the event of an issue regarding the performance of the product supplied, the Plant Superintendent may request and the bidder supply, at no additional cost to the City of Tolleson, on-site technical services and/or consultations. Such technical services shall not exceed 10 calendar days per fiscal year.

Shipping, Receiving and Unloading

The City of Tolleson Wastewater Treatment Plant has a storage capacity amounting to four one ton containers in inventory and three connected for service. The successful bidder shall supply one ton containers to maintain our inventory. The quantity ordered per shipment will be determined by the City of Tolleson at the time the order is placed. Characteristically, orders for Liquid Chlorine containers have typically been in the range of approximately two containers per order once per week.

The City of Tolleson has an overhead rail system using an electrical hoist to unload and move the one ton containers. The maximum height (from the bottom of a raised container) is 58 inches. The side rails of the flat bed trailer can not exceed this height.

The bidder shall cooperate with the City of Tolleson in supplying any quantity that is needed or requested. The City of Tolleson reserves the right to refuse, delay or limit delivery at the time of delivery. The City of Tolleson will not be responsible to pay demurrage for any reason. The bidder shall supply containers of Liquid Chlorine within a

lead time of forty eight (48) hours of when the order is placed. The bidder shall utilize flat bed trucks in making deliveries. The trucks shall meet all applicable State and Federal requirements and shall arrive in good working condition, equipped with all fittings, tools and materials required to ensure the safe unloading of the containers. By placing a Bid the Bidder agrees to abide by the City of Tolleson safety requirements and will make every effort to prevent any unsafe situation when making deliveries.

Time of Delivery

The bidder must assure the ability and commitment to deliver a continuous supply of product to the City of Tolleson Wastewater Treatment Plant. Unless approved in advance, deliveries shall be from 6:00 A.M. to 2:00 P.M., Monday through Friday. Deliveries shall not be made on Saturdays, Sunday or Holidays, unless requested by the City of Tolleson. The bidder shall, if requested by the City of Tolleson, develop a delivery schedule that shall be followed during the course of this contract, unless revision is made or approved by the City. If the Operational requirements of the TWWTP dictate, the City of Tolleson may elect to change the bidder's delivery schedule. Should the bidder be unable to comply with his/her delivery schedule or fail to keep the City of Tolleson in continuous supply of product or not be able to supply the TWWTP with an unexpected emergency delivery within 24 hours, due to lapse in communication, manufacturing, transportation, or any other cause; then the TWWTP Superintendent reserves the right to obtain material required from any source without waving or voiding any of the terms and conditions of this contract.

Payment and Method of Purchasing

A blanket P.O. will be issued for the fiscal year at the time the bid is awarded. The total amount stated on the P.O. provided by the City shall be considered as an "Not to Exceed Amount". Any unspent funds remaining on the P.O. at the end of the fiscal year (the end of the contract term) shall not be misconstrued as an obligation or commitment on the part of the City to place additional orders or to otherwise make purchases up to the total amount stated on the P.O. The City guarantees no minimum quantity will be purchased, regardless of amount specified on the P.O. during the term of the contract.

If the contract is for a three (3) year, annually renewable contract; then upon renewal of the contract at the beginning of the new fiscal year, if renewed, a new purchase order may be issued anytime before the first order, but after the close of the previous fiscal year. The contract period, whether it is one (1) year or three (3) year, renewable annually, is specified in the "Contract and Contract Period" section in this document.

Payment will be made for individual shipments after receipt of a invoice from the bidder. The invoice must break out any and all applicable tax from the total price and show as a separate item on the invoice. However, the invoice total must reflect the total delivered price.

The City shall not be charged for any amount of product that cannot be unloaded into the City's storage tank(s) or is otherwise unable to be unloaded.

Cooperation

The bidder and the City of Tolleson personnel will cooperate closely in scheduling and resolving any service or product related issues. Should an unacceptable situation develop with respect to goods or service in the opinion of the Plant Superintendent, or there be a decline in the effectiveness of the product supplied; the following steps will be initiated by the city: The plant superintendent or his authorized representative shall notify the bidder of the problem, giving the bidder the opportunity to correct the deficiency(s). For issues that do not critically impact the operations or hinder the compliance with a permit or regulation, then the bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the Superintendent.

For issues that may adversely impact plant operations, hinder or lead to the non-compliance with a permit or regulation; upon verbal notification the bidder shall immediately correct any all deficiencies deemed critical by the plant superintendent. If the bidder is unable or unwilling to correct the problem(s) to the satisfaction of the plant superintendent within the allotted time frame (within 24 hours or sooner for critical items or by the end of the 10 day period for all other deficiencies); then the city may obtain the product or service from another vendor until such time as the noted deficiency(s) is corrected.

If the problem remains uncorrected at the end of the 10 day period, then the city controller, may, notify the bidder in writing that the contract will be terminated

Nothing contained herein shall preclude the city from purchasing a similar or different product, at will, and at any time during the life of the contract, so long as such purchases are not for the identical product, except that an identical product or service may be purchased under the conditions expressed in this section.

Upon written notification of any unsatisfactory condition, the bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the City. If a satisfactory solution has not been made by the end of that period, the City Controller may, with the advice from the Department, may notify the bidder in writing that the contract will be considered annulled in an additional 20 calendar days. The City may then solicit new bids at its sole discretion.

City's Authorized Representative

The City's authorized representative is the Utilities Director or in his absence, the Superintendent Wastewater Utilities. Other officials of the City of Tolleson, whether elected or not elected, when necessary, shall also be considered as authorized representatives.

Method of Award

The successful Bidder will be determined on the basis of the lowest responsive and responsible bid and other pertinent considerations. The City of Tolleson reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to award the bid which in the City's sole judgment best serves the interests of the City.

After the bid opening the results will be evaluated by operations staff and make a recommendation to plant management. Plant management will then consider this recommendation, including any pertinent information, and make recommendation to the City Council concerning a vendor to supply Chlorine to the City of Tolleson Wastewater Treatment Plant for the next fiscal year.

Notice of Award

The City Council, upon considering the Department's recommendation for awarding the bid, will approve or deny other act as they deem in the best interest of the City. If the City Council concurs with and approves a recommendation to award the bid, the successful bidder will receive a notification letter from the Wastewater Division of the Utilities Department. The letter will contain a blanket purchase order for fiscal year 2012/13. Orders may be placed immediately by the Department upon issuance of an approved P.O. to the vendor. Please Note: The amount on the purchase order is a not to exceed amount, or maximum amount that may be purchased during the fiscal year from the successful Bidder. The City does not guarantee a minimum amount to be purchased or that any amount or quantity will be purchased during the term of the contract.

Interim Purchases

Nothing in this bid information and specifications document shall preclude the City's right to follow the City's procurement code in making small purchases, from any vendor. Such may occur, but is not limited to purchases made on an emergency basis, or at the end of a fiscal year and before a new contract has been awarded, or at other times that the City is not under contract.



2012/13
Specifications and Bid Information
For
Sodium Bisulfite (38%)

For The
Wastewater Treatment Plant

Bid Closing Date: June 15, 2012 11:00 A.M. (MST)

Note: Questions concerning these Specifications and Bid Information should be directed to the City of Tolleson, the Senior Operator, Liquid Stream:

Kenneth L. Hinch Sr.
Telephone – (623)-478-8742
Fax – (623)-352-0053
Email – khinch@tollesonaz.org

Scope

The City dechlorinates its final effluent, chemically, at the City of Tolleson Wastewater Treatment Plant. One of the chemicals that may be used to dechlorinate the effluent is Sodium Bisulfite. Therefore, Sodium Bisulfite purchased under the specifications in this document is intended for use as a dechlorinating agent at the City of Tolleson Wastewater Treatment Plant.

The City seeks to obtain competitive Bids for the purchase of this product for use during time periods when the City elects to use this chemical in place of other chemicals, or in conjunction with other chemicals, and/or other methods of dechlorination. The election to use this chemical or not use this chemical for the aforementioned purpose and the quantity that may be used is at the sole discretion of the City of Tolleson. Therefore, the City seeks to obtain competitive Bids to purchase 38% Sodium Bisulfite on an as needed basis and is requiring a fixed price for any quantity ordered during the term of the contract.

General

1. Before submitting a Bid, each Bidder shall examine these instructions and the specifications contained herein and should be familiar with the site and chemical storage facilities.
2. For a Bid to be considered responsive, the Bidder shall submit, a sealed Bid, per the Invitation to Bid and per the instructions set forth in the Specifications and Bid Information document, including all information that has been requested. By submitting a Bid, the Bidder affirms all the terms and conditions set forth herein.
3. Should any omission or ambiguities in the specifications and/or instructions be discovered by the Bidder during the examination of the documents, it should be immediately brought to the attention of the City's authorized representative or his designee, but not later than seven (7) days before the Bid opening date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum issued.
4. This document (2012 Specifications and Bid Information - Sodium Bisulfite 38%) consists of 13 pages, including the cover page.

Contract and Contract Period

Upon written notification from the City that the bidder's offer (the bid) has been approved by the City Council, the successful bidder shall be considered as having entered into a contract with the City to supply the materials, goods, and/or services offered in the bid. The contract documents consist of this document (2012/13 Specifications and Bid Information – Sodium Bi-Sulfite); the Invitation to Bid; all addenda issued prior to the

bid closing date/time of bid, the bidder's offer (the bid), the City's letter notifying the bidder of acceptance of the bid, and a Purchase Order signed by the procurement officer.

The contract will be for a period of one (1) year, beginning at the time notification as the successful bidder is acknowledged by the bidder and will automatically terminate at the end of the 2012/2013 fiscal year, ending June 30, 2013. During the term of this contract the bidder agrees and commits to supply the goods, materials and/or service for the full term of the contract at the price bid, without increase.

If any conflict shall become evident between the provisions or stipulations as stated or as required by this document and the bidder's bid documents; then, unless expressly and specifically agreed to in writing by the City's authorized representative, the "2012/13 Specifications and Bid Information" document shall prevail.

Submitting a Bid

1. Bidder shall include in their Bid, two (2) original, signed copies of their Bid.
2. Bidder must include in the following information in the Bid.
 - A. A statement that return freight on all containers is collect, and paid by vendor
 - B. A statement of standard operating procedures for bin returns including restrictions, if any.
 - C. A statement describing the container(s) that would be sent to fulfill all orders, including construction & capacity (in gallons).
 - D. Minimum ordering quantities or other restrictions.
 - E. Expected delivery time from placement of an order.
3. Bidder shall submit a single Bid; alternate Bids will be rejected.
4. The Bid Price for Sodium Bisulfite shall be F.O.B. the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353; and shall reflect the "Total Delivered Price", including all applicable Federal, State, Use or other taxes, fees, surcharges, fuel charges, demurrage charges, transportation (including the returning of empty totes or containers back to the manufacturer after use), and any labor and equipment costs for the actual product, delivered to the TWWTP.
5. On the first page of the Bid, the Bidder shall clearly show the total offering price (Bid Price) in terms of - **Price Per Gallon** of the product bid. (This is the total delivered price, as described above in this section). That price shall be valid for any and all quantities ordered during the term of the contract, regardless of type or size of container or delivery method.
6. The bid price shall be valid for the full term of the contract and shall not be subject to increase.

7. Bids submitted in terms of price per dry ton, or other units may be considered as not responsive bid.
8. In the Bid, the Bidder shall clearly show the breakout for all applicable tax(es), listing the State, County or other entities that taxes will be paid to, the type of tax and the tax rate of each that apply. The Bidder shall include the following statement “Any and all applicable taxes are included in the Total Delivered Price and said taxes will be paid by (Insert Name of Bidder’s Company)”.
9. Certain technical or consultation services, as may be requested during the life of the contract, which pertain to the use, application, or training on the product shall be provided by the Bidder. Such consultative services shall be included as part of the bid price.
10. The City expects conformance to all of the conditions as specified herein and does not anticipate nor expect that any exceptions will be taken. The City, may, at its sole discretion, consider any Bid in which the Bidder has taken exception on page 2 of the Bid, as that Bid being non-responsive when such exception(s) taken serves to alter or change a stipulation or condition specified herein. The City reserves the right, by its sole judgment, to determine whether any such exception being taken conforms to the specifications. And, further, reserves the right to determine whether any such exception taken is significant or insignificant and to proceed with making a decision that best serves the interests of the City.
11. If the Bidder takes exception to any provision, stipulation, condition or requirement contained in this document (2012/13 Specifications and Bid Information - Sodium Bisulfite), then the exception(s) taken shall be included in the Bid by listing each exception. All exceptions taken shall appear collectively in one section, beginning on page two of the Bid. The Bidder shall provide a written, detailed explanation, describing the basis for each exception taken and, if applicable; state a remedy for the contention. If additional pages are required, they shall immediately follow page two.
12. The absence of any “Exceptions Taken” statement being included in the bid will be considered as no exceptions taken by the Bidder.
13. Any conflict that is noted between any element contained in a Bid and a provision, stipulation, condition or requirement specified in this document that was not listed as being an exception taken on page two of the Bid, shall be considered to be a misnomer on the part of the Bidder. Such misnomers may be regarded by the City as being the Bidder’s intent to actually comply and conform to specifications herein. Any stipulations or condition expressed by a Bidder in their Bid, that is not acknowledged by the City’s authorized representative, in writing, as being a new condition that is acceptable to the City, will be considered to be null and of no affect and not part of the terms of the contract.
14. The Bid shall include a complete MSDS for the product(s) being offered. In conformance with the GHS Standards, recently adopted by OSHA, the Bidder

shall include in the Bid or immediately upon acquiring said information, but not later than November 1, 2013; Safety Data Sheets, Label information and Hazard Classification for their product(s).

15. The Bid shall include an exhibit, delineating the weight of the product at various concentrations and any formulas used by the Bidder in converting that weight to gallons.
16. The Bid shall include information on the reportable spill quantity for the product, pertinent reporting information, and cleanup procedures, including material and supplies that are needed to have on-site.
17. The bid shall include the size (in gallons) of the tankers to be used in making bulk and/or mini-bulk deliveries of product. Include the smallest as well as the largest tanker sizes available for deliveries.
18. The Bidder shall include a statement from their company policy or from the company policy of the Bidder's Agent (the company contracted by the bidder to transport the product to the TWWTP), the minimum amount of product (in gallons) that can be safely transported in each bulk and/or mini-bulk tanker.
19. By placing a Bid, the Bidder agrees to the terms and conditions as stated in the Invitation to Bid, and the 2012/13 Specifications and Bid Information - Sodium Bisulfite, and all addenda (if any) issued prior to the Bid closing date/time).
20. In order for a Bid to be considered it must be received by the Department in a sealed, opaque envelope, prior to the advertised bid closing date and time. The envelope shall bear on the outside, the Bidder's name (name of business) and a return address and shall be clearly labeled "**SODIUM BISULFITE – BID**". The Bid shall either be sent by mail (e.g. U.S. mail, Fed Ex etc.) or hand delivered.
21. Faxed Bids or emailed Bids are not acceptable and will be rejected.
22. Bids that are mailed should be sent to the following address, which is the mail box location for the Utilities Department at City Hall:

City of Tolleson
Wastewater Treatment Plant
Attn: Mr. Mark Berrelez
9555 W. Van Buren Street
Tolleson, AZ 85353
23. For bids that are mailed, the bid is considered as having been "received" by the Department only after a representative, designated by the City's authorized representative takes possession of the bid. Note: The date of Post Marking will not be considered. The City is not liable for lost, stolen, late or misdirected mail.

24. For Bids that are hand delivered to Department, the bid is considered as having been “received” by the Department only after a representative, designated by the City’s authorized representative takes possession of the bid. The plant is located at the south west corner of 91st Avenue and Buckeye Road. About ¼ mile south of Buckeye Road and about ¼ mile west off of 91st Avenue.

City of Tolleson
Wastewater Treatment Plant
Utilities Department, Administration Office
9501 W. Pima Street
Tolleson, AZ 85353

25. The Utilities Department/Administrative Office hours are 7:00 am to 3:00 pm Monday – Friday, and closed weekends, Holidays and off hours. Info Line: (623) 936-3381
26. Please note: The Field Operations Department shares the wastewater campus with the Utilities Department, so there two (2) separate administrative offices. The Administrative Office for the Wastewater Department is the building nearest to the flag pole. Hand delivered bids will not be accepted at the Field Operation Administrative Office.
27. It is the responsibility of the Bidder to submit their Bid on time. No Bids will be received after the closing date and time. The bidding is considered to be closed one second after the stated closing time (official U.S. Time). The bidder assumes any and all risks for the chosen method to deliver their Bid.
28. Bids received after the advertised closing date/time, will not be considered.

TAXES

The City of Tolleson is a tax paying entity. All applicable (e.g. Federal, State, Local, Sales, Use, Environmental and other taxes) shall be included in the Bid Amount. The Bidder agrees to comply with all provisions of the Arizona State Sales Tax Law and Compensation Use Tax Law and all amendments to the same. The Bidder further agrees to indemnify and save harmless the City of Tolleson of and from any and all claims and demands made against it by virtue of the failure on the Bidder or any subcontractor to comply with the provision of any or all said laws and amendments. Additionally, the Bidder must itemize (break out the tax) and show these taxes in the Bid and on each invoice submitted to the City for payment.

Fuel Surcharges

Bidders should carefully consider any and all fuel costs to manufacture, transport/deliver their product and for the returning of totes or containers after use. These costs are considered as being an integral part of the bid price of the product(s) for the full term of

the contract. The bid instructions do not make allowance for the adding of fuel surcharges during the term of the contract. The successful Bidder will be required to honor their bid price for the term of the contract, without price modification or adding fuel surcharges.

Quantities

Unless otherwise stated in this “2012/13 Specifications and Bid Information - Bisulfite” document, the City of Tolleson will, during the contract period, make all purchases for Sodium Bisulfite, used to dechlorinate the treated plant effluent, exclusively from the successful Bidder. The Bidder is obligated to supply the quantity which the City of Tolleson may require for its operation. Any quantities stated herein that may be discussed are provided as a general guide only. The actual quantities ordered, if any, may be more or less. The Bidder shall cooperate with the City of Tolleson in supplying any quantity that is needed or requested.

The City understands that placing orders which are less than the full volumetric capacity of a bulk carrier, may, but not necessarily in all cases, have an impact on costs. Non-the-less, the usage rate and storage capacity for a given chemical at the TWWTP may require that the Bidder ship its product at less than the full capacity of its bulk, or mini-bulk carrier. Therefore, the Bidder shall consider potential cost impacts and incorporate such costs into their fixed Bid Price. The City will, as much as practical, be cognizant of this potential cost impact and will endeavor, without any guarantee what-so-ever, to make this consideration when placing orders.

The City requests that the Bid Price be a fixed price for any quantity ordered by the City during the term of the contract. Bid offers that contain restrictions (require that a minimum quantity be ordered) or have tiered pricing (price varies with quantity ordered) may be rejected. Restrictions that may present a logistical complication to the efficient or effectual operation of the facility, in the City’s sole judgment, may be cause for the rejection of a Bid.

The City of Tolleson Wastewater Treatment Plant presently has a dedicated dechlorination facility at the TWWTP which consists of one (1), heated, 6,000 gallon chemical storage tank, two chemical feed pumps and pump controls.

Normal deliveries of Sodium Bisulfite should be made within 48 hours from the placement of an order. The quantity ordered per each shipment will be determined by the City at the time the order is placed. In the event that product is required to satisfy an emergency need, the Bidder shall, make every effort to deliver such quantities (whether by bulk, mini-bulk or other container) as may be necessary to satisfy an impending or immediate need.

The City of Tolleson reserves the right to use other methods and chemicals or products to dechlorinate the treated effluent or to switch to an alternate means of disinfection during the term of the contract. The City guarantees no minimum quantity will be purchased during the contract period. The City of Tolleson may make purchases of Sodium

Bisulfite from other vendors if Bidder cannot meet Tolleson's delivery requirements or desired quantities.

The City shall have the right to reject, and not be charged for any quantity of product delivered to the site which is in excess of the quantity ordered. The City shall not be charged for any amount of product that is unable to be unloaded from the tanker due to physical conditions (e.g. the slope of the ground) or mechanical conditions (e.g. remaining contents in the tanker not able to be pumped or otherwise unloaded).

Determining/Measuring the Quantity Unloaded

The City and the Bidder shall develop a mutually agreeable method of determining the actual gallons unloaded to the City's Sodium Bisulfite storage tank(s). Regardless of the means used to determine the actual gallons unloaded, a copy of the weight ticket must be provided to the City, at time of delivery, for each order. The percent concentration and the per gallon weight of each delivered load shall be provided to the City. The City has a certified scale at the TWWTP and if requested, the Bidder will use this scale before and after each delivery.

The actual quantity of product unloaded to the storage tank(s) at the TWWTP shall be determined by one of the following methods:

(1) by readings obtained from a flow meter on the tanker which the calibration has been certified and displays the readings in gallons. The meter reading shall be recorded by TWWTP personnel before and after unloading and; or

(2) by using the level indicator on the storage tank(s) (measured in feet and converted to gallons) and subtracting the tank level before unloading from the tank level after unloading, converted to gallons. The readings shall be recorded by TWWTP personnel before and after unloading; or

(3) by calculating the number of gallons unloaded to the City's storage tank(s), based on the weight per gallon of product and the net weight of product actually unloaded to the storage tank(s). The tanker truck shall be weighed on the scale at the treatment plant before unloading, then again, after unloading. The following calculation will be made to determine the gallons unloaded: The total weight of the tanker immediately after unloading the product shall be subtracted from the total weight of the tanker immediately prior to unloading. The resultant net weight of the product, representing the amount, in lbs. that was unloaded, will be divided by the per gallon weight of the product to determine the total gallons to be invoiced. The readings of all weight scale measurements shall be recorded by TWWTP personnel and a copy provide to the Bidder's agent; or

(4) by an alternate method as may be agreed to by the Bidder and the City.

The City reserves the right to use any of the methods described above to make an assessment of the quantity delivered or unloaded or to reject any method that may currently be in use. Method three (3), described above shall be a default method.

Quality

Sodium Bisulfite shall be supplied as an aqueous solution having a concentration of 38% (+/- 2%). Regular analysis shall be performed on the product to maintain quality control and assure that the product delivered to the City shall remain within the following ranges: Iron (as Fe) < 5 ppm; Heavy Metals (as Pb) < 5 ppm; Specific Gravity @ 70° F 1.331 – 1.375; ph @ 1% solution @ 70° F not less than 3.0 nor greater than 8.0; NaHSO₃ between 36.0% - 42.0%. As an overriding factor, regardless of any specification stated herein, the product shall not contain compounds or elements or minerals in such concentrations as to cause or contribute to an effluent limitation in one of the facilities permits to be exceeded.

The supplier shall initially, and as requested, provide analysis and documentation of all trace metals and compounds that exist in the Sodium Bisulfite solution. The supplier shall also indicate typical ph of the solution.

Product being delivered to the facility having a concentration of less than 36% or greater than 45% solution, by weight, of Sodium Bisulfite shall be considered unacceptable and not in conformance with the terms of the contract. In no case shall product in excess of 45% solution, by weight, of anhydrous Sodium Bisulfite be delivered to the facility. Product not meeting the specifications as outlined in this document, if known at the time of delivery, is cause for rejecting the delivery, without any additional cost to the City.

Technical Services

In the event of an issue regarding the performance of the product supplied, the Plant Superintendent may request and the Bidder supply, at no additional cost to the City of Tolleson, on-site technical services and/or consultations. Such technical services shall not exceed 10 calendar days per fiscal year.

Shipping, Receiving and Unloading

The Bidder or the Bidder's agent (the bulk delivery service or carrier contracted by the Bidder to deliver and unload the product on behalf of the Bidder) shall deliver to the Tolleson WWTP, where the Bidder or the Bidder's agent will unload the actual product to the designated Sodium Bisulfite storage tank(s).

The Bidder or the Bidder's agent shall follow the delivery schedule as specified in the "Time of delivery" section of this document. Upon arrival at the TWWTP, the transport driver shall first check in at the admin office. The driver shall then wait to be directed by TWWTP operations personnel to the designate Sodium Bisulfite tank(s) where the product is to be unloaded. At this time the meter reading at the tanker truck or level reading at the tank(s), will be taken or the tanker truck weighed on the plant scale, unless an alternate measuring mechanism has been established between the Bidder and the City.

The Bidder's personnel or the Bidder's agent that delivers and unloads the product shall not fill beyond the designated fill point, nor overfill any storage tank(s) owned by the City while transferring the product from the delivery vessel to the City's storage tank(s). The delivery/unloading personnel shall follow all instructions issued to them by TWWTP personnel. The personnel performing the unloading of the product shall immediately cease the unloading operation if instructed to do so by TWWTP personnel.

By placing a Bid the Bidder agrees to abide by the City of Tolleson safety requirements and will make every effort to prevent overfilling the primary storage vessel when making deliveries. The Bidder's personnel or the Bidder's agent that transports and unloads the product shall be trained, knowledgeable and competent in the safe transportation, delivery and unloading of the product. These personnel shall have had safety training specific on the product being delivered and shall follow all company safety procedures. All equipment necessary to ensure the safe delivery and unloading of the product shall be supplied and used by the personnel unloading the product during each delivery. The Bidder shall ensure that these personnel have been trained in emergency response procedures specific to the product, its delivery and unloading at the TWWTP, and shall implement those procedures in the event of a mishap.

The City of Tolleson reserves the right to refuse or delay delivery or to limit the amount to be unloaded at the time of delivery. The City of Tolleson will not be liable to pay demurrage for any reason. The Bidder shall supply Sodium Bisulfite within a lead time of forty eight (48) hours of when the order is placed. The Bidder shall utilize tanker trucks to deliver the quantity of product ordered by the City, unless otherwise approved or requested in advance by the City. Multiple, deliveries using mini-tank delivery trucks to fulfill larger orders (orders of 3,000 or more gallons) are not acceptable, except under emergency conditions. Supplying the product in drums or tote bins or other containers is not acceptable unless specifically requested or in the event of an emergency.

Tanker trucks shall meet all applicable State and Federal requirements and shall arrive in good working condition, equipped with unloading hose with a three (3) inch, cam lock connection and all other fittings, tools and materials required to ensure the safe, compatible, connection and transfer to the City of Tolleson's chemical storage tank(s). The delivery trucks will be equipped with its own air compressor to unload and vacuum, if necessary, to clear the unloading hose.

Time of Delivery

The Bidder must assure the ability and commitment to deliver a continuous supply of product to the City of Tolleson Wastewater Treatment Plant. Unless approved in advance, deliveries shall be from 6:00 A.M. to 2:00 P.M., Monday through Friday. Deliveries shall not be made on Saturdays, Sunday or Holidays, unless requested by the City of Tolleson. The Bidder shall, if requested by the City of Tolleson, develop a delivery schedule that shall be followed during the course of this contract, unless revision is made or approved by the City.

If the Operational requirements of the TWWTP dictate, the City of Tolleson may elect to change the bidder's delivery schedule. Should the Bidder be unable to comply with the delivery schedule or fail to keep the City of Tolleson in continuous supply of product (i.e. the TWWTP runs out of product as a result of a lapse in delivery of product, untimely delivery of product) or fail to satisfy an emergency need for product at the TWWTP; then the TWWTP Superintendent reserves the right to obtain the required product from any source without any breach of contract and without waving or voiding any of the terms and conditions of this contract.

Payment and Method of Purchasing

A blanket P.O. will be issued for the fiscal year at the time the bid is awarded. The total amount stated on the P.O. provided by the City shall be considered as an "Not to Exceed Amount". Any unspent funds remaining on the P.O. at the end of the fiscal year (the end of the contract term) shall not be misconstrued as an obligation or commitment on the part of the City to place additional orders or to otherwise make purchases up to the total amount stated on the P.O. The City guarantees no minimum quantity will be purchased, regardless of amount specified on the P.O. during the term of the contract.

If the contract is for a three (3) year, annually renewable contract; then upon renewal of the contract at the beginning of the new fiscal year, if renewed, a new purchase order may be issued any time before the first order, but after the close of the previous fiscal year. The contract period, whether it is one (1) year or three (3) year, renewable annually, is specified in the "Contract and Contract Period" section in this document.

Payment will be made for individual shipments after receipt of a invoice from the bidder. The invoice must break out any and all applicable tax from the total price and show as a separate item on the invoice. However, the invoice total must reflect the total delivered price.

The City shall not be charged for any amount of product that cannot be unloaded into the City's storage tank(s) or is otherwise unable to be unloaded.

Cooperation

The Bidder and the City of Tolleson personnel will cooperate closely in scheduling and resolving any service or product related issues. Should an unacceptable situation develop with respect to goods or service in the opinion of the Plant Superintendent, or there be a decline in the effectiveness of the product supplied; the following steps will be initiated by the city: The plant superintendent or his authorized representative shall notify the Bidder of the problem, giving the Bidder the opportunity to correct the deficiency(s). For issues that do not critically impact the operations or hinder the compliance with a permit or regulation, then the Bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the Superintendent.

For issues that may adversely impact plant operations, hinder or lead to the non compliance with a permit or regulation; upon verbal notification the Bidder shall immediately correct any all deficiencies deemed critical by the plant superintendent. If the Bidder is unable or unwilling to correct the problem(s) to the satisfaction of the plant superintendent within the allotted time frame (within 24 hours or sooner for critical items or by the end of the 10 day period for all other deficiencies); then the city may obtain the product or service from another vendor until such time as the noted deficiency(s) is corrected. If the problem remains uncorrected at the end of the 10 day period, then the city controller, may, notify the Bidder in writing that the contract will be terminated

Nothing contained herein shall preclude the City from purchasing a similar or different product, at will, and at any time during the life of the contract, so long as such purchases are not for the identical product, except that an identical product or service may be purchased under the conditions expressed in this document.

Upon written notification of any unsatisfactory condition, the bidder shall have 10 calendar days to resolve such problem(s) to the satisfaction of the City. If a satisfactory solution has not been made by the end of that period, the City Controller may, with the advice from the Department, may notify the bidder in writing that the contract will be considered annulled in an additional 20 calendar days. The City may then solicit new bids at its sole discretion.

City's Authorized Representative

The City's authorized representative is the Utilities Director or in his absence, the Superintendent Wastewater Utilities. Other officials of the City of Tolleson, whether elected or not elected, when necessary, shall also be considered as authorized representatives.

Method of Award

The successful Bidder will be determined on the basis of the lowest responsive and responsible bid and other pertinent considerations. The City of Tolleson reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to award the bid which in the City's sole judgment best serves the interests of the City.

After the bid opening the results will be evaluated by operations staff and make a recommendation to plant management. Plant management will then consider this recommendation, including any pertinent information, and make recommendation to the City Council concerning a vendor to supply Sodium Bisulfite to the City of Tolleson Wastewater Treatment Plant for the next fiscal year.

Notice of Award

The City Council, upon considering the Department's recommendation for awarding the bid, will approve or deny other act as they deem in the best interest of the City. If the City Council concurs with and approves a recommendation to award the bid, the successful bidder will receive a notification letter from the Wastewater Division of the Utilities Department. The letter will contain a blanket purchase order for fiscal year 2012/13. Orders may be placed immediately by the Department upon issuance of an approved P.O. to the vendor. Please Note: The amount on the purchase order is a not to exceed amount, or maximum amount that may be purchased during the fiscal year from the successful Bidder. The City does not guarantee a minimum amount to be purchased or that any amount or quantity will be purchased during the term of the contract.

Interim Purchases

Nothing in this bid information and specifications document shall preclude the City's right to follow the City's procurement code in making small purchases, from any vendor. Such may occur, but is not limited to purchases made on an emergency basis, or at the end of a fiscal year and before a new contract has been awarded, or at other times that the City is not under contract.