

**CITY OF TOLLESON
INVITATION TO BID
FOR
“SODIUM HYDROXIDE”
FOR USE AT THE CITY’S WASTEWATER TREATMENT PLANT**

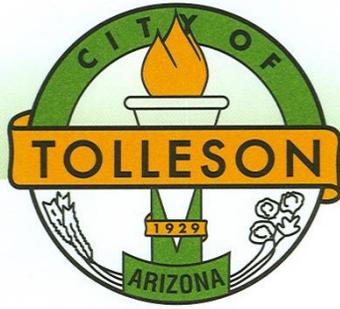
The City of Tolleson is extending an Invitation to Bid to supply bulk Sodium Hydroxide 25% solution, and bulk Sodium Hydroxide 50% solution, used in the treatment process at the City’s Wastewater Treatment Plant. The term of the bid is for the remainder of Fiscal Year 2014-15 (until June 30, 2015) and then renewable for one year, Fiscal Year 2015-16 (July 1, 2015 until June 30, 2016). A separate bid is required for each of the chemicals.

Those interested in placing a bid may download the applicable “Specifications and Bid Information” (Bid Packet) for each individual chemical, including any addenda (if any) from the City’s website at www.tollesonaz.org. Bid packets may also be obtained from at the City of Tolleson Wastewater Treatment Plant, 9501 West Pima Street, Tolleson, Arizona 85353 during regular business hours, or by email to David Tyler at dtyler@tollesonaz.org.

Sealed bids will be received at Tolleson City Hall, 9555 West Van Buren Street, Tolleson, Arizona 85353 until 11:00 A.M. (M.S.T.) on Friday, February 20, 2015. Please call the Utilities Department’s main line at (623) 936-3381 with any inquiries.

Notice Given By: Crystal Zamora
Deputy City Clerk
Thursday, January 29, 2015

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CITY OF TOLLESON

9555 West Van Buren • Tolleson, AZ 85353 • 623.936.7111 • fax 623.907.2629

Addendum No. 1

**To the
Specifications and Bid Information (Bid Packet)
For**

**“SODIUM HYDROXIDE 50%”
FOR USE AT THE CITY’S WASTEWATER TREATMENT
PLANT**

February 11, 2015

Prepared by:

David L. Tyler
Superintendent Wastewater Utilities
City of Tolleson

**Addendum
NUMBER ONE
February 11, 2015**

The “Specifications and Bid Information” document (Bid Packet) for Sodium Hydroxide 50% are revised and otherwise clarified as follows:

1. **Submitting a Bid** - Concerning this section remove item 13 and replace with the following:
 13. The Bid shall include the current Material Data Safety Sheets for the product being offered. By submitting a bid the Bidder also agrees to and commits to submitting a Global Harmonized System Fact Sheet (GHSFS) to the City and to comply with all modified provisions and phase-in dates required by the Department of Labor (OSHA) under the revised Hazard Communication Standard (HCS):

2. **Quantities** - Concerning this section, the wording in the original document remains unchanged. However, the following additional information is offered as a uniform response to questions regarding a) estimated usage, and b) size of loads to be ordered/shipped, and c) seasonal concentration.

a) Usage Estimates

Historically, wastewater treatment process at the City of Tolleson Wastewater Treatment Plant (TWWTP) has not required the use of a chemical to control pH, even during periods of significant nitrification. This is largely due to the fact that some alkalinity is restored through denitrification within the process. System upgrades, which are presently underway and soon to be complete, will improve nitrification (reduces alkalinity/which can lead to lower pH) within the system.

The design engineer has provided sodium hydroxide (Caustic Soda) usage estimates for the facility based upon a maximum design flow of 8.23 MGD. The engineer’s estimates provided herein, have been proportionally reduced to reflect a plant flow of about 6.0 MGD. These projections for and estimates for caustic soda do not factor in the option to use of other alkaline bearing chemical(s) to control pH.

In the event denitrification does not occur within the process (e.g. nitrified effluent recirculation (NER) pumps off), the engineer estimates that for those days a daily usage of 2816 gallons per day for 25% (cool season), 1174 gallons per day for 50% (warm season).

**Addendum
NUMBER ONE
February 11, 2015**

As Superintendent Wastewater Utilities it is my projection that denitrification will always occur to some degree, even with the NER pumps off. Optimizing the operations so as to promote nitrification at the beginning of the secondary treatment process, as much as possible, will minimize the need to chemically control pH. Therefore, my projection for the usage of caustic soda is near zero gallons per day for most of the year.

My projection for caustic usage begins upon the completion of the upgrade project and remains valid until such time as one of the following conditions occur 1) one of the First Stage Trickling Filters is taken out of service, or 2) plant influent flow increases, or 3) influent loading increases. Increases in either plant flow or loading will, at a point, begin to decrease nitrification at the FSTFs, ultimately resulting in a proportional or linear increase for the need to added caustic, up to the engineer's estimates. However, such flow/loading increase is not foreseen during this contract period.

b) Size of Loads to be Ordered/Shipped

Given the plants storage capacity, two (2) FRP storage tanks having a nominal capacity of 20,000 gallons, each; we do not foresee any circumstance that would necessitate ordering in a quantity less than a full tanker truck load.

c) Seasonal Concentration

The nature of requesting bids for both 25% & 50% concentration stems from the fact that our storage tanks are not heated. The design engineer has suggested using 50% concentration during the warmer months and 25% during the cooler months to prevent jelling or crystallization of the product. At present flows we have not ruled out 25% year round.



City of Tolleson
Wastewater Treatment Plant
Specifications and Bid Information
(Bid Packet)

For Bidding:
Sodium Hydroxide (Caustic Soda)
50%

Bid Close Date: February 20, 2015 11:00 A.M.
(Arizona USA - Mountain Time)

Note: Any Questions concerning the Specifications and Bid Information should be directed to the following individual.

David Tyler, Superintendent Wastewater Utilities
Telephone – (623)-478-8722
Email: DTyler@Tollesonaz.org

Scope

The City controls pH as needed at various points in the wastewater treatment process and the plant effluent. Such control can be accomplished by the addition of alkaline bearing chemical(s), but may also be achieved either wholly, or partly, through bio-chemical methods (i.e. denitrification). The incorporation of Bio-chemical methods, intentionally or unintentionally, reduces the need for the addition of alkaline bearing chemicals.

Sodium Hydroxide (50%) is one of several alkaline bearing chemicals options the City may elect to use for the control of pH at its wastewater treatment facility. Therefore, the purchase of Sodium Hydroxide (50%), if any, under this Bid is intended for the control of pH at the City of Tolleson Wastewater Treatment Plant.

Sodium Hydroxide will only be used during periods when the City elects to use this specific chemical to control ph. The election to use Sodium Hydroxide (50%) or not use this chemical, or to use a different alkaline bearing chemical for the aforementioned purpose, and the quantity used, in any, is at the sole discretion of the City of Tolleson. As such, the City seeks to obtain competitive Bids for purchasing Sodium Hydroxide (50%) on an as needed/when needed basis, and is hereby requesting bids for bulk purchases of any quantity ordered during the term of the contract period.

General

1. Before submitting a Bid, each Bidder shall thoroughly examine the instructions and specifications contained herein and should be familiar with the Tolleson Wastewater Treatment Plant (TWWTP) site and its chemical storage/handling facilities.
2. For a Bid to be considered responsive, the Bidder shall at a minimum, submit a sealed Bid per the "Invitation to Bid" and per the instructions set forth in this "Specifications and Bid Information" (Bid Packet), including any and all information that has been requested by this document.
3. By submitting a Bid, the Bidder affirms their intent to comply and fulfill all terms and conditions set forth herein, except as may be noted by the Bidder on the exceptions page(s) of the Bid.
4. 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 published Bid closing date. All inquiries will be promptly reviewed and where necessary a clarifying written addendum issued.
5. This document (Specifications and Bid Information – Sodium Hydroxide 50%) (Bid Packet) consists of 13 pages, including the cover page.

Contract and Contract Period

Upon receipt of an official written notification from the City that the Bidder's offer (the Bid) has been approved and selected as the successful Bid; then the successful Bidder and the City shall be considered as having entered into a contract. The contract documents will consist of: 1) the Invitation to Bid; 2) this document (Specifications and Bid Information - Sodium Hydroxide (50%)); 3) any and all addenda issued by the City prior to the Bid closing date/time; 4) the Bidder's offer (the Bid); 5) the written notification of selection, and 6) the approved P.O. which authorizes purchases of Sodium Hydroxide (50%) on an as needed basis, including any subsequent P.O. issued during the course of the contract.

If a conflict shall become evident between this document and the Bidder's offer (the Bid); unless expressly and specifically agreed to, in writing, by the City's authorized representative; then the "Specifications and Bid Information – Sodium Hydroxide (50%)" document shall prevail.

The contract period will be for 1) the remainder of fiscal year 2014/15, ending June 30, 2015 (approximately four (4) months); then 2) renewable for one (1) year, fiscal year 2015/16; which begins July 1, 2015 and ends June 30, 2016, at which time the contract will automatically terminate.

During the term of the contract, the Bidder agrees and commits to supply all goods, products, materials and/or services, in the quantities requested by the City as set forth for the herein and at the price bid.

The bid amount shall be firm for the duration of the contract. No price increases will allowed or approved during the contract period.

Submitting a Bid

1. Bidders shall submit a single Bid; alternate Bids will be rejected.
2. The Bidder shall include in their sealed Bid envelope, two (2) original, and identical signed copies of their Bid.
3. The Bid Price for Sodium Hydroxide (50%) shall be F.O.B. to the City of Tolleson Wastewater Treatment Plant, 9501 W. Pima Street, Tolleson AZ 85353; and shall reflect the "Total Delivered Price", including all taxes, fees, surcharges, fuel charges, transportation (shipping), labor and equipment costs for the actual product, delivered and unloaded as describe herein.
4. The Bid price submitted by the Bidder shall be provided in terms of **price per gallon**. That price shall be valid for any and all quantities ordered during the term of the contract.

5. Bids submitted in terms of price per dry ton, price pound or other units will be considered as non-responsive bid.
6. Certain technical or consultation services, as may be requested during the contract period, 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.
7. On the first page of the Bid, the Bidder shall clearly show the total offering price (Bid Price), in terms of - **Price Per Gallon**. (This is the total delivered price, as described above in item 3 of this section), and shall include the following statement "This price is the Total Delivered Price".
8. On the first page of the Bid, the Bidder shall also clearly show the breakout for tax(es), listing the applicable State, County or other entities to which tax will be paid, and the tax rate of each. The Bidder shall also include the following statement "Any and all applicable taxes are included in the Total Delivered Price."
9. The City expects conformance to all of the conditions as specified herein and does not anticipate nor expect that any exceptions will be taken by any Bidder. 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 not responsive. Such may be the case when an exception 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 taken conforms to the specifications. The City 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.
10. The Bidder shall note any exception(s) taken to any provision, stipulation or condition contained in the Specifications and Bid Information for Sodium Hydroxide (50%). If no exceptions are taken, the Bidder shall state "No Exceptions Taken". The statement shall be included as part of the bid and shall appear on page two (2) of the Bid.
11. If an exception is taken, the exception(s) shall be included as part of the Bid and shall appear on page two (2) of the Bid. Any Bidder taking an exception shall note each exception taken, separately. Any and 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 be attached as an exhibit(s) and immediately follow page two in the Bid.
12. Any conflict that is noted between an element contained in a Bid and a stipulation or condition 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 it being the Bidder's

- intent to actually comply and conform to specifications herein. Any stipulation 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.
13. The Bid shall include the complete Global Harmonized System Fact Sheet (GHSFS) information, [*formerly known as the Material Data Safety Sheets – (MSDS)*] for the product being offered.
 14. The Bid shall include as a separate exhibit providing the results of a recent assay analysis of any and all trace metals, compounds and pollutants found in the product, Sodium Hydroxide (50%). (See "Quality" section below)
 15. The Bid shall include as a separate exhibit 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 for the reportable spill quantity of the product, and any pertinent reporting information, 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), stating the maximum amount of product (in gallons) that can be transported by bulk tanker.
 19. By placing a Bid, the Bidder agrees to the terms and conditions, instruction and stipulations stated in the "Invitation to Bid", and the "Specifications and Bid Information for Sodium Hydroxide (50%)", all addenda's (if any) issued prior to the Bid closing date/time.
 20. In order for a Bid to be considered it must be placed in a sealed, opaque envelope and be received at either location designated herein (see Item 27 & 28), before the 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 "BID - SODIUM HYDROXIDE (50%)". The Bid shall be either mailed (e.g. U.S. mail, Fed Ex etc.) to the mailing address and recipient designated below (see Item 27) or hand delivered to the City of Tolleson Wastewater Treatment Plant (see Item 28).
 21. A Bid that is received by mail is considered as being timely and accepted for consideration only when the Bid has been physically delivered and received ("Bid

in Hand” of the Utilities Director, the City Clerk, or one of their authorized designees prior to the advertised closing date/time.)

22. A Bid that is hand delivered to City Hall or to the City of Tolleson Wastewater Treatment Plant is considered as being timely and accepted for consideration only when the Bid has been physically delivered and received (“Bid in Hand” of the Utilities Director, the City Clerk, or one of their authorized designees prior to the advertised closing date/time).
23. The bidder assumes any and all risks and outcome for their chosen method to deliver their Bid.
24. A “Late Bid” is any Bid received after the advertised bid closing date/time. A late bid is not eligible for consideration.
25. The City will not be responsible or liable in any way for:
 - Any Bid that is lost, stolen or misdirected mail.
 - Any Bid that is late due to circumstances or for any reason.
26. Faxed or emailed Bid(s) will not be accepted, and will be rejected without further consideration.
27. Mailed Bids - Bid(s) may be mailed to City Hall at the following address:

City of Tolleson
Wastewater Treatment Plant
Attn: Mark Berrelez, Utilities Director
9555 W. Van Buren Street
Tolleson, AZ 85353

28. Hand Delivered Bids – Bid(s) may be hand delivered to City Hall in Item 27 above, or the physical location of the City of Tolleson Wastewater Treatment Plant where they may be received at the Administrative Assistant’s office. (Please note: There are four buildings on-site at the treatment plant, the Administrative Assistant’s office is the building next to the Flag pole) The City of Tolleson Wastewater Treatment Plant is physically located at:

9501 W. Pima Street
Tolleson, AZ 85353

29. The Administrative office of the Utilities Department/Wastewater Division is closed weekends, Holidays and off hours. Info Line: (623) 936-3381. If hand delivering the Bid, it is strongly recommended that you deliver well in advance of the Bid closing date/time, and that you call (623) 936-3381 to confirm office hours/staffing prior to delivery.
30. It is the responsibility of the Bidder to submit their Bid on time, before the advertised closing date/time. Bids submitted after that date/time are late, and will

not be considered. Any bid received prior to 11:00:59 AM official US time by the City (i.e. Bid-in-hand of the City's authorized representative) is considered, timely. Any Bid submitted after that exact time is regarded late.

31. This contract may be cancelled by the City pursuant to the provisions of A.R.S. Section 38-511.

Taxes

The City of Tolleson is a tax paying entity. All applicable taxes (e.g. Federal, State, Local, and County, 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 transaction privilege, 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 for, from, and against 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 tax laws and amendments. Additionally, as stipulated in item 8 of these instructions 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.

Quantities

Unless otherwise stated in this "Specifications and Bid Information" document, the City of Tolleson will, during the contract period, make all purchases of Sodium Hydroxide 50%, used to control pH, exclusively from the successful Bidder. Once awarded, the successful Bidder is obligated to supply the quantities which the City of Tolleson may require for its operation. Any quantities or projections that may be discussed with City personnel, its design engineers, its contactors or others, and other optional pH control chemicals or methods shall not be misconstrued to require any minimum purchase through the course of the contract period. 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, to consider this when placing orders.

The Bid Price is a fixed price for any and all quantities ordered by the City during the term of the contract. Bids that contain restrictions, or tiered pricing (price varies with quantity ordered) will not be considered. 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 has two (2), 20,000 gallon each, nominal capacity, FRP storage tanks designed for the storage of Sodium Hydroxide solution. Over flow piping constructed on the tankage may reduce the overall tank capacity, to less than 20,000 gallons, each. The quantity ordered per shipment will be determined by the City of Tolleson at the time the order is placed.

Unless otherwise agreed to by the City, deliveries of Sodium Hydroxide (50%) shall be made within 72 hours from the time the City places the 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 for the control of pH 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 Hydroxide 50% from other vendors if Bidder cannot or will not meet Tolleson's delivery requirements or the 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 Hydroxide 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 per gallon weight of each delivered load shall be provided to the City. The City has a certified scale 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 indicators or measuring devices 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, or more than one to make an assessment of the quantity unloaded, or to reject any method that may currently be in use.

Quality

Sodium Hydroxide shall be supplied as an aqueous solution containing 50% concentration (+/- 2%), by weight, all of which shall be in solution. As an overriding factor, regardless of any specification stated herein, the product shall not contain compounds or elements or minerals, toxicants or pollutants in such concentrations as to cause or contribute to an effluent limitation of one of the facilities permits to be exceeded.

The supplier shall initially, and as requested provide a recent analysis and documentation of any and all trace metals, compounds and pollutants found in the product, Sodium Hydroxide (50%). Supplier shall also indicate typical pH of the solution.

Deliveries of the product to the facility having a concentration of less than 47% or greater than 52% solution shall be noted on the deliver ticket. Product not meeting the specifications as outlined in this document is cause for rejecting the delivery, without any additional cost to the City.

Product, which in the judgment of the City may contribute to or may result in one of the facility's (the TWWTP's) permits to be exceeded or otherwise violated, shall be considered grounds for the City to discontinue purchases from the vendor.

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 Hydroxide storage tank(s).

The Bidder or the Bidder's agent (delivery personnel) 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 designated storage 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 delivery personnel unloading 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 transport vessel to the City's storage tank(s). The delivery personnel shall follow all instructions issued to them by TWWTP personnel while on-site at the TWWTP. The delivery 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 (delivery personnel) 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. Bidder agrees to indemnify, defend and hold harmless the City for, from and against any and all claims associated with deliveries under this contract.

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 Hydroxide (50%) within a lead time of seventy-two (72) hours of when the order is placed by the City. 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, when approved by the City. Supplying the product in drums or tote bins or other containers is not acceptable unless specifically requested.

The tanker trucks shall meet all applicable State and Federal requirements and shall arrive in good working condition, not leaking and equipped with the necessary connectors, hoses, and all fittings, tools and materials required to ensure a 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 mechanical system, or compressor to unload and/or vacuum, if necessary, to clear the unloading hose.

Time of Delivery

As part of the Bid, the Bidder must assure the City of the Bidder's ability and commitment to deliver a dependable supply of product to the City of Tolleson Wastewater Treatment Plant for the time periods when the City elects to use Sodium Hydroxide (50%) for the control of pH. The City may use Sodium Hydroxide (50%) if needed, when needed and as needed.

Unless approved in advance, deliveries shall occur between the hours of 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

Once the Bid is awarded, a P.O. may be issued at the time of the first order, and with each subsequent order, or there may be a blanket P.O. issued for the fiscal year at the beginning of the contract period. The total amount stated on each P.O. provided by the City shall be considered as a "Not to Exceed Amount". Any dollar amount remaining on the P.O. after fulfilling previous orders, may be used to place new orders unless the P.O. is closed by the City. Any dollar amount placed on a new P.O. or any dollar amount remaining on an existing P.O. shall not be misconstrued as being an order, or an obligation on the part of the City to place orders or make purchases up to the total amount stated on the P.O. The City guarantees no minimum quantity will be purchased over the life of the contract.

Payment will be made for individual shipments after receipt of a certified invoice from the bidder. The invoice must break out any 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.

E-verify requirements

To the extent applicable under Arizona Revised Statute § 41-4401, the Contractor (Bidder) and its subcontractors (Bidder's Agent) warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Arizona Revised Statute § 23-214(A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City of Tolleson. The City of Tolleson retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above mentioned warranty.

The Contractor and its subcontractors warrant keeping the papers and records open for random inspection during normal business hours by the City of Tolleson. The contractor and its subcontractors shall cooperate with the City of Tolleson random inspections including granting the City of Tolleson entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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.

The Plant Superintendent will notify the Bidder and the City Chief Financial Officer in writing, explaining the unsatisfactory condition. The Bidder shall have 10 calendar days to resolve such problem to the satisfaction of the Superintendent. If a satisfactory solution has not been made by the end of that period, the City Controller may, with the advice of the Plant Superintendent, may notify the Bidder in writing that the contract will be considered terminated 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 concerning all matters pertaining to the City of Tolleson Wastewater Treatment Plant (TWWTP) is the Utilities Director, or in his absence, the Superintendent Wastewater Utilities.

Method of Award

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

Notice of Award

The Tolleson City Council makes the final determination regarding Bids and considers the recommendations by the requesting department (Utilities Department/Wastewater Division) when approving/denying/awarding of a Bid. If the City Council concurs with the recommendation and moves to approve and award the Bid, the successful Bidder will receive a notification letter from the Utilities Department/Wastewater Division. Orders may be placed by the Utilities Department/Wastewater Division, immediately after the Bidder receives the notification and upon issuing an approved P.O.